#### Mayor

Joe Coviello

#### **Council Members**

District 1: John Gunter

District 2: John M. Carioscia Sr.

<u>District 3</u>: Marilyn Stout <u>District 4</u>: Jennifer I. Nelson

<u>District 5</u>: Lois Welsh

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

November 4, 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.

#### **VIDEO**

#### 1. MEETING CALLED TO ORDER

A. MAYOR COVIELLO

#### 2. INVOCATION/MOMENT OF SILENCE

A. COUNCILMEMBER GUNTER

#### 3. PLEDGE OF ALLEGIANCE

A. TRIBUTE TO OUR VETERANS - COUNCILMEMBER
WILLIAMS; NATIONAL ANTHEM PERFORMED BY ALYSON
FRANCO OF OASIS HIGH SCHOOL

### 4. ROLL CALL

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

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

#### 6. RECOGNITIONS/ACHIEVEMENTS

A. Cape Coral Parks and Recreation Public Relations Award - Presented by P&R Director Kerry Runyon

#### 7. APPROVAL OF MINUTES

A. Regular Meeting - October 21, 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 325-19 Approve the single source to Trinova Inc., for the purchase and service of ultrasonic transmitter & sensor set, parts, preventative maintenance, troubleshooting, repairs, chemical pumps, system parts, level indicators or flow meters, and remote terminal units (RTU) from Endress + Hauser Inc., Telog Instruments, Inc. and Prominent Fluid Controls, Inc. for Fiscal Year 2020 and Fiscal Year 2021, not to exceed budgetary limits and authorize the City Manager or Designee to execute the purchase orders and single source. Trinova is the only authorized representative for Endress +Hauser (E+H); Prominent Fluid Control Inc and Telog Instruments Inc.'s products and is the only authorized service repair and warranty organization in the State of Florida; Department: Utilities; Combined Total Dollar Amount: \$370,884; (Water & Sewer Fund: FY2020 \$182,701 and FY2021 \$188,183)
- (2) Resolution 329-19 Approve the single source to Rexel USA Inc., for the purchase and service of Allen Bradley and Rockwell Automation components utilized by the Utilities Department's Water Reclamation and Water Production Division for Fiscal Year 2020 and Fiscal Year 2021, not to exceed budgetary limits and authorize the City Manager or designee to execute the purchase orders. Rexel USA Inc. is the only authorized representative for Rockwell Automation to sell Allen-Bradley and Rockwell Software products along with related services in the local geographic area; Department: Utilities; Combined Total Dollar Amount: \$320,000; (Water & Sewer Fund–FY2020 \$150,000 and FY2021 \$170,000)
- (3) Resolution 332-19 Recommended Additional Changes to the Financial Management Policies; Department: Finance; Dollar Value: N/A; (Fund:N/A)

#### 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) Discussion of Charter Review Commission Brought forward by Councilmember Cosden

#### 9. ORDINANCES/RESOLUTIONS

- A. Public Hearings
  - (1) Ordinance 47-19 (AX 19-0001) Public Hearing WHAT THE ORDINANCE ACCOMPLISHES: An ordinance providing for the annexation of three parcels of land lying in Section 4, Township 44 South, Range 23 East, Lee County, Florida, as more particularly described herein; providing for redefinition of City boundaries. (Applicant: Harry Lowell, Trustee) NOTE: Due to the nature of this matter, everyone giving testimony must be sworn in.
  - (2) Ordinance 50-19 Public Hearing

WHAT THE ORDINANCE ACCOMPLISHES:
An ordinance declaring Lots 14-15, Block 5482, Unit 90, Cape Coral Subdivision, as unusable surplus real property not projected to be used for municipal purposes; authorizing the City manager to exchange said municipal surplus property for real property described as Lots 7-8, Block 5477, Unit 90, Cape Coral Subdivision; authorizing the conveyance of the surplus real property described herein pursuant to Section 2-155 of the Code of Ordinances; authorizing and directing the Mayor and City Clerk to execute a deed conveying the surplus real property. (Applicant: Brought forward by City Management.) NOTE: Lots 7-8. Block 5477 are required parcels for the Crystal Lake Park (Go Bond Park Project). Property owner is willing to trade property with the City and is requesting reimbursement of \$375 for his survey costs.

### B. Introductions

 Resolution 335-19 (VP 18-0010\*) Set Public Hearing Date for November 18, 2019

\*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 Perch Canal right-of-way and the underlying public utility and drainage easements located adjacent to Lot 41, Block 4687, Unit 70, Cape Coral Subdivision; property located at 1713 Savona Parkway West. (Applicant: JBH Holdings, LLC) Hearing Examiner Recommendation: The Hearing Examiner recommends that City Council approve the revised application

for vacation, subject to the conditions set forth in VP HEX Recommendation 12-2019.

City Management Recommendation: City Management recommends approval.

(2) Resolution 336-19 (VP 19-0010\*) Set Public Hearing Date for November 18, 2019

\*Quasi-Judicial, All Persons Testifying Must Be Sworn In WHAT THE RESOLUTION ACCOMPLISHES:
A resolution providing for the vacation of plat for an alley and the underlying public utility and drainage easements located between Lots 1-16 and Lots 17-32, Block 4385, Cape Coral Unit 63; property located at 1942-2018 Skyline Boulevard and 2001-2017 SW 8th Place. (Applicant: City of Cape Coral) Hearing Examiner Recommendation: The Hearing Examiner recommends that City Council approve the application for the requested vacations for the reasons set forth in VP HEX Recommendation 14-2019.

City Management Recommendation: City Management recommends approval.

(3) Resolution 337-19 (VP 19-0003\*) Set Public Hearing Date for November 18, 2019

\*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 Finisterre Lake right-of-way and underlying public utility and

drainage easements located adjacent to Lots 25-26, Block 3338, Unit 65, Cape Coral Subdivision; providing for the vacation of plat for public utility and drainage easements associated with Lots 25-26, Block 3338, Unit 65, Cape Coral Subdivision; property located at 1117 SW 44th Street. (Applicant: Michael and Deborah Mulligan).

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 15-2019.

City Management Recommendation: City Management recommends approval.

(4) Ordinance 51-19 Set Public Hearing Date for November 18, 2019

WHAT THE ORDINANCE ACCOMPLISHES:
An Ordinance amending the City of Cape Coral Land
Development Code, Article 5, "Development Standards",
Chapter 4, "Marine Improvements", Section 5.4.7.,
"Boathouses and Canopies", and 5.4.8., "Bulkheads, Seawalls,
and Retaining Walls"; and creating Sections 5.4.9., "Decorative
Handrails", and 5.4.10., "Construction Standards", pertaining to
Marine Improvements; Providing Severability and an Effective
date. (Applicant: Brought forward by City Management.)

(5) Ordinance 53-19 Set Public Hearing Date for November 18, 2019

#### WHAT THE ORDINANCE ACCOMPLISHES:

An ordinance amending City of Cape Coral Ordinance 64-18, as amended by Ordinance 15-19, which adopted the City of Cape Coral Operating Budget, Revenues and Expenditures, and Capital Budget for Fiscal Year 2019, by increasing the total Revenues and Expenditures by a total of \$67,164,731. (Applicant: Brought forward by City Management.)

(6) Ordinance 54-19 Set Public Hearing Date for November 18, 2019

#### WHAT THE ORDINANCE ACCOMPLISHES:

An ordinance authorizing the City Manager to sell municipal surplus real property described as Lots 12-14, Block 4287, Unit 61, Cape Coral Subdivision, pursuant to Section 2-155 of the City of Cape Coral Code of Ordinances; authorizing and directing the Mayor and City Clerk to execute a deed conveying the surplus real property to Enrique and Adriana Deleon. (Applicant: Brought forward by City Management.)

(7) Ordinance 55-19 Set Public Hearing Date for November 18, 2019

#### WHAT THE ORDINANCE ACCOMPLISHES:

An Ordinance approving the sale of municipal surplus real property described as Lots 30 and 31, Block 4731, Unit 70, Cape Coral Subdivision pursuant to Section 2-155 of the City of Cape Coral Code of Ordinances; authorizing and directing the Mayor and City Clerk to execute a deed conveying the aforementioned surplus real property to Ross D. Caraker; property located at 1726 SW 39<sup>th</sup> Street. (Applicant: Brought forward by City Management.)

(8) Ordinance 56-19 Set Public Hearing Date for November 18, 2019

#### WHAT THE ORDINANCE ACCOMPLISHES:

An Ordinance approving the sale of municipal surplus real property described as Lots 35, 36, 37 and 38, Block 5195, Unit 83, Cape Coral Subdivision pursuant to Section 2-155 of the City of Cape Coral Code of Ordinances; authorizing and directing the Mayor and Clerk to execute a deed conveying the aforementioned surplus real property to Vincent Richards and Rhiannon Richards; property located at 3006 and 3010 NW 47<sup>th</sup> Avenue. (Applicant: Brought forward by City Management.)

#### 10. UNFINISHED BUSINESS

A. Water Quality - Update

#### B. Follow Up Items for Council

#### 11. NEW BUSINESS

- A. Discussion City Manager's Contract Renewal Brought forward by Mayor Coviello
- 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 Regular Meeting of the Cape Coral City Council is Scheduled for Monday, November 18, 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 <u>must</u> 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 of 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.
- 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.
- 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.

**Item** 

6.A. Number:

Meeting 11/4/2019

Date: Item

RECOGNITIONS/ACHIEVEMENTS

Type:





#### TITLE:

Cape Coral Parks and Recreation Public Relations Award - Presented by P&R Director Kerry Runyon

#### **REQUESTED ACTION:**

Informational

#### 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 F:** ENHANCE THE QUALITY OF LIFE THROUGH ARTS AND CULTURE TO CREATE AND PROMOTE A VIBRANT, CULTURALLY DIVERSE COMMUNITY.

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

#### **SUMMARY EXPLANATION AND BACKGROUND:**

- 1. The City of Cape Coral Parks and Recreation Department recently received a 2019 Public Relations Excellence Award from the Florida Recreation and Park Association (FRPA) for the Cape Coral Fun-Mobile recreation initiative.
- 2. Formerly a municipal van used to transport children into a "recreation center on wheels," the Cape Coral Fun-Mobile has been offering organized activities for free to promote outdoor play at parks and events throughout Cape Coral since the spring of 2018.
- 3.By bringing recreation and information to people where they are, instead of the other way around. the Fun-Mobile has been instrumental in helping to increase public awareness of Cape Coral Parks and Recreation and the universal benefits of parks both in and beyond the City of Cape Coral.

#### **LEGAL REVIEW:**

## **EXHIBITS**:

PREPARED BY:

Theresa Lynch Division- Administration Department- Parks and Recreation

## **SOURCE OF ADDITIONAL INFORMATION:**

Item

7.A.

Number:

Meeting

11/4/2019

Date:

APPROVAL OF

**Item Type:** 

**MINUTES** 

## AGENDA REQUEST FORM

CITY OF CAPE CORAL



#### TITLE:

Regular Meeting - October 21, 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?

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 - October 21, 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 - October 21, 2019
 Backup Material

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## MINUTES FOR THE REGULAR MEETING OF THE CAPE CORAL CITY COUNCIL

#### October 21, 2019

Council Chambers

4:30 p.m.

Meeting called to order by Mayor Coviello at 4:32 p.m.

Invocation/Moment of Silence - Mayor Coviello

Pledge of Allegiance - Mayor Coviello

Roll Call: Mayor Coviello, Councilmembers Carioscia, Cosden, Gunter, Nelson, and Stout. Councilmember Williams arrived at 4:35 p.m.

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

Mayor Coviello suggested moving item 11.D. immediately following 8.C.

Councilmember Williams arrived at 4:35 p.m.

City Manager Szerlag requested that the item 8.B.(2) Resolution 307-19 be pulled from the Consent Agenda for further research.

Councilmember Gunter moved, seconded by Councilmember Williams, to adopt the agenda, as amended.

Council polled as follows: Coviello, Gunter, Nelson, Stout, Williams, Carioscia, and Cosden voted "aye." Seven "ayes." Motion carried 7-0.

#### **RECOGNITIONS/ACHIEVEMENTS**

## 2019 Certificate of Reaccreditation as an Excelsior Agency award from The Commission for Florida Law Enforcement Accreditation

City Manager Szerlag, Chief of Police Newlan, and Mayor Coviello recognized the staff from the Police Department on this achievement.

Chief of Police Newlan explained that the Police staff had undergone five successful accreditations, which earned them the highest level of achievement. He thanked Detectives Morgan Mills and Jennifer Silko for all of their continuous efforts.

Presentation of Annual Revenue Check - Lamar - Brought forward by Mayor Coviello

Mayor Coviello acknowledged the check received from Lamar for the royalties received from the electronic signs. Ed Bolter and Joe Mazurkiewicz presented the check to the City. He mentioned that Lamar made a contribution to the Cape Coral Caring Center in the amount of \$10,000. He thanked Lamar for the Public Private Partnership with the City.

#### **APPROVAL OF MINUTES**

#### Regular Meeting - October 7, 2019

Councilmember Stout moved, seconded by Councilmember Cosden. to approve the minutes for the October 7, 2019 regular meeting as presented. Voice Poll: All "ayes." Motion carried.

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#### **BUSINESS**

## PUBLIC COMMENT - CONSENT AGENDA

Joyce Easton inquired if item 8.B.(2) Resolution 307-19 was pulled from the Agenda.

Mayor Coviello responded in the affirmative.

Resident appeared to discuss item 9.A.(2) (Ordinance 48-19) regarding Judd Creek. He displayed on the overhead projector a map of Yellow River Creek Preserve. He presented his idea of saving the creek and acquiring the land to develop a kayak path as it is forested on both sides of the creek. He requested that the setbacks be extended as wide as possible to build a trail to connect Yellow Fever Creek Preserve with Judd Creek.

#### **CONSENT AGENDA**

- 1) Resolution 303-19 Award Bid #UT19-99/MC to American Water Chemicals, Inc. for the purchase of Polyacrylic Acid Anti-Scalant, used in the reverse osmosis water treatment process at the unit price bid of \$0.77 per pound for an estimated \$75,000 annual cost not to exceed budgetary limits and authorize the City Manager or his designee to execute the contract, renewals, amendment and purchase orders; Department: Utilities; Estimated Annual Dollar Value: \$75,000; (Water & Sewer Fund)
- 2) Resolution 307-19 Award ITB-PW19-85/MM Fire Station #5 Remodel to EnviroStruct, LLC., as the lowest responsive responsible bidder, to renovate/remodel the City of Cape Coral's Fire Station #5 in the amount of \$260,007 with a City Controlled contingency of \$43,993 for a total project cost of \$304,000 and authorize the City Manager or Designee to execute the agreements, amendment, renewals, change orders and purchase order; Department: Public Works; Dollar Value \$304,000; (General Fund)
- 3) Resolution 310-19 Approve the Selection Advisory Committee (SAC) ranking of the Request for Proposal (RFP) RFP-PW19-91/AP to engage a firm to provide Construction Engineering and Inspection Services (CEI) for the Florida SUN Trail (Phase 1) project and authorize the City Manager or Designee to enter into negotiation with the number one ranked firm, AECOM Technical Services, Inc. Department: Public Works; Dollar Value: N/A; (Capital Project Fund Suntrail)
- 4) Resolution 315-19 Approve ITB-PW18-105/KS Contract Renewal and Amendment 1 to LJ Power, Inc. for Generator and Pump Repair, Maintenance and Installation Services for an estimated annual amount of \$327,000 not to exceed budgetary limits and authorize the City Manager or Designee to execute the contract renewal, additional renewal and amendment within his authority and purchase orders; Department: Public Works; Estimated Annual Dollar Value \$327,000; (General Funds: Parks Facilities Fire, City Hall and Police \$114,613; Utilities Water and Sewer Fund \$206,696; and Charter Schools \$5,689).
- 5) Resolution 316-19 Ratify the Emergency Purchase Order (PO# 56525) to FP Property Restoration for the emergency repair of water damage to the Youth Center in the amount of \$58,447 and authorize the City Manager or Designee to execute the purchase order. Department: Parks & Recreation; Dollar value: \$58,447; (General Fund)
- 6) Resolution 317-19 Award ITB PD19-97/RK for the purchase of Police Duty Gear to Dana Safety Supply, Inc. for Bid Items 1, 2, 3, 6, 9, 10, 12, 15, 16, 17, 18, 21, 22, 23, 24, 25, 26 and 27, Lawmen's and Shooters Supply Inc. for Bid Items 4, 5, 11, 14, 19 and 20 and to GT Distributors Inc for Bid Items 7 and 13, for an estimated amount of \$171,808 not to exceed budgetary limits: And authorize the City Manager or Designee to execute the contract, renewals, amendments and

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<u>purchase orders; Department: Police Department; Dollar Value: \$171,808; (General Fund)</u>

- 7) Resolution 318-19 Acceptance of STOP School Violence Prevention and Mental Health Training Grant funding to obtain training for the Community Services Bureau; Department: Police; Dollar Value \$123,151; No cash match
- 8) Resolution 319-19 Acceptance of Florida Department of Transportation Highway Traffic Safety Funds to conduct impaired driving operations and purchase equipment; Department: Police; Dollar Value \$45,000; No cash match
- 9) Resolution 320-19 Accepting a 15-foot wide Temporary Right of Entry & Construction Easement within the southern portion of the parcel located at the northwest corner of Pine Island Road and Chiquita Boulevard (Strap #16-44-23-C3-00005.0000) for the installation of utilities associated with the North 2 Utilities Extension Project; Department: Financial Services / Real Estate Division; Dollar Value: NTE \$50; (Water and Sewer Fund)
- 10) Resolution 321-19 Approval of Seller's counter offer to Purchase Lots 14 and 15. Block 3009, Unit 43, Cape Coral Subdivision, 1422 Wilmington Parkway, Cape Coral, for the Festival Park project for the purchase price of \$14,500 plus closing costs not to exceed \$1,500; Department: Financial Services / Real Estate Division; Dollar Value: \$16,000; (Parks Capital Project/GO Bond Fund) Note: Trade offer rejected by Seller.
- 11) Resolution 323-19 Approve Request of John D'Angelo (Outdoor Kitchen Outlet, LLC) for extension to allow continued outdoor display of merchandise at 1306 Cape Coral Parkway East; Department: DCD; Dollar Value: N/A; (Fund: N/A)

Mayor Coviello confirmed that item 8(B)(2) had already been pulled.

City Attorney Menendez understood that Resolution 317-19 needs to be revised.

Mayor Coviello pulled item 8(B)(6).

Councilmember Stout moved, seconded by Councilmember Gunter, to approve items 8(B)(1), 8(B)(3), 8(B)(4), 8(B)(5), 8(B)(7), 8(B)(8), 8(B)(9), 8(B)(10), and 8(B)(11), as presented.

Council polled as follows: Coviello, Gunter, Nelson, Stout, Williams, Carioscia, and Cosden voted "aye." Seven "ayes." Motion carried 7-0.

Procurement Manager Roop discussed item 8(B)(6) Resolution 317-19 which was the Police Duty Gear. She explained the bidding award and the withdrawal of part of the bid due to incorrect issue. GT Distributors signed a new contract removing item 7.

City Attorney Menendez stated that it would be appropriate to entertain a motion to approve Resolution 317-19 with the deletion of reference to bid #7 for GT Distributors and the attached contract would be amended in the same way.

Councilmember Gunter moved, seconded by Councilmember Nelson, for approval of item 8(B)(6) with that modification (approve Resolution 317-19 with the deletion of reference to bid #7 for GT Distributors and the attached contract would be amended in the same way).

#### **CITIZENS INPUT TIME**

Joe Kilraine appeared to discuss the appointment of District 5 Councilmember and the process. He raised some key aspects of filling the vacancy.

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Russ Moody appeared to discuss victims of the continuing Chinese Drywall issue and pleaded for Council to assist these residents.

Tim Trimble appeared to discuss the flashing yellow left-turning signals and the methods of participation for the hearing-impaired individuals. He inquired if the police officers were under obligation to provide assistance to individuals covered under ADA.

Moe Beneke-Slothower appeared to voice her consideration for Candidate Lois Welsh for the District 5 seat.

Mary Fischer appeared to discuss the forward movement of the City and voiced her support for Candidate Lois Welsh for the District 5 seat.

Therese Eberle appeared to voice her support for Candidate Lois Welsh for the District 5 seat.

Joyce Easton appeared to discuss her records request for the Chengdu China visit. She inquired why the visit was postponed and whether the visit would take place.

Richard Jones, President of International Union of Painters and Allied Trades Local 2301, appeared to discuss item 8.F.(1) and voiced his support of the reappointment of Brian Fenske to the Municipal General Employees' Pension Trust Fund Board of Trustees. He stated that Mr. Fenske was out of town obtaining his recertification as a Master Trustee.

Heather Mazurkiewicz appeared to voice her support for Candidate Lois Welsh to the District 5 seat.

Jeff Lockhart appeared to discuss the opiate crisis and recognized the Police Department for creating the HOPE (Heroin-Opioid Prevention Education) Program. He inquired about where the Oasis baseball teams are playing as they are not playing at the schools. He also requested an update on the growth of algae in the canals.

Councilmember Williams inquired if the City Council had the hearing devices.

City Clerk Bruns stated that the City Clerk's Office does have listening devices available for the residents. Also, the TV outside of Chambers shows closed captioning at the bottom of the screen. At the bottom of each agenda there is information for residents to contact the City Clerk prior to any meeting for any accommodations beyond that.

Mayor Coviello inquired about the ADA requirement.

Chief of Police Newlan responded that he would provide more information on this item to the resident who requested it.

Mayor Coviello stated that an item concerning the Charter School Fields will be discussed at the next COW meeting. He informed that the Chengdu visit was postponed until further notice due to the unrest in China.

USPS Considering the Addition of a Post Office in Cape Coral, FL - Presented by Patty
Webb, USPS - item 11 D. moved to right after Citizens Input

Mayor Coviello explained that the US Postal Service was considering an additional Post Office in our City.

Patty Webb, Real Estate Specialist with the United States Postal Service, Greensboro, North Carolina, provided the following information about a proposed new retail and delivery postal facility as part of the Code of Federal Regulations' requirement.

 Due to rapid growth in the Cape Coral area, the Postal Service is proposing to open an additional delivery and retail space to better serve customers living in the Northern Cape Coral area with zip codes of 33991 and 33993.

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- She could not provide any particular sites at this time; however, it will be within the following boundaries: north by Diplomat Parkway, south by Pine Island Road, east by Santa Barbara Boulevard, and west by Burnt Store Road.
- The anticipated facility will be a stand-alone building with approximately 17,400 square feet with parking for employees and mail carriers.
- They are currently working to acquire the land for this site, and construction of the facility will take approximately one year.
- Per Federal Regulations, there is a 30-day open comment period until November 20th where anyone can submit their comments, questions, appeals, or objections to her attention.
- She noted she left her business cards near the Agenda pickup site and provided her mailing address: Patty Webb, USPS Real Estate and Assets, P.O. Box 27497, Greensboro, NC 27498. She stated she would discuss any input with Postal Management for consideration.

Mayor Coviello commented that this would be an awesome addition to our City.

#### PERSONNEL ACTIONS

Resolution 326-19 Approval and ratification of the Collective Bargaining Agreement between the City of Cape Coral and the Fraternal Order of Police, representing the Officers and Sergeants of Cape Coral Lodge #33

City Manager Szerlag explained what this Resolution would accomplish and discussed the process of the Collective Bargaining Agreement with the Police Officers, Sergeants, and Lieutenants.

Councilmember Nelson moved, seconded by Councilmember Gunter, to approve Resolution 326-19, as presented.

Council polled as follows: Coviello, Gunter, Nelson, Stout, Williams, Carioscia, and Cosden voted "aye." Seven "ayes." Motion carried 7-0.

Resolution 327-19 Approval and ratification of the Collective Bargaining Agreement between the City of Cape Coral and the Fraternal Order of Police, representing the Lieutenants of Cape Coral Lodge #33

Councilmember Carioscia moved, seconded by Councilmember Gunter, to approve Resolution 327-19, as presented.

Council polled as follows: Coviello, Gunter, Nelson, Stout, Williams, Carioscia, and Cosden voted "aye." Seven "ayes." Motion carried 7-0.

Resolution 328-19 Pay Parity PD Command Staff. To offset pay compression as a result of FOP bargaining, recommending police command staff receive a 10% pay increase for FY 2020. (General Fund \$66,607)

City Manager Szerlag explained that this Resolution pertains to pay parity for the Police Department's Command Staff that are not covered by the Collective Bargaining Agreement.

Councilmember Carioscia moved, seconded by Councilmember Nelson, to approve Resolution 328-19, as presented.

Council polled as follows: Coviello, Gunter, Nelson, Stout, Williams, Carioscia, and Cosden voted "aye." Seven "ayes." Motion carried 7-0.

#### **PETITIONS TO COUNCIL**

None.

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### APPOINTMENTS TO BOARDS / COMMITTEES / COMMISSIONS

Municipal General Employees Pension Trust Fund Board of Trustees - 1 Vacancy for Council appointment and 1 Vacancy for Council Ratification

Interviews
Bruce Bohlander – present
Brian Fenske – not present

City Clerk Bruns stated there were two action items. Two applications were received from Bruce Bohlander and Brian Fenske (for reappointment) for the first action item. She noted that Mr. Fenske was not present today due to attending training specific to the Board.

Mayor Coviello asked the City Clerk to poll the Councilmembers on their choice.

City Clerk Bruns polled the Councilmembers: Coviello – Fenske; Gunter – Fenske; Nelson – Fenske; Stout – Fenske; Williams – Fenske; Carioscia – Fenske; Cosden – Fenske.

City Clerk Bruns stated there were seven for Fenske.

Councilmember Stout moved, seconded by Councilmember Gunter to re-appoint Brian Fenske to the Municipal General Employees' Pension Trust Fund Board of Trustees.

Council polled as follows: Coviello, Gunter, Nelson, Stout, Williams, Carioscia, and Cosden voted "aye." Seven "ayes." Motion carried 7-0.

City Clerk Bruns stated the second action item was for Council to accept and affirm the appointment of Sam Mazzoti as the 5<sup>th</sup> Trustee as a ministerial duty of the Council.

Councilmember Nelson moved, seconded by Councilmember Carioscia, to reaffirm (the appointment of Sam Mazzotti as the  $5^{\rm th}$  Trustee).

Council polled as follows: Coviello, Gunter, Nelson, Stout, Williams, Carioscia, and Cosden voted "aye." Seven "ayes." Motion carried 7-0.

#### ORDINANCES/RESOLUTIONS

**Public Hearings** 

Resolution 311-19 (VP 18-0011\*) Public Hearing

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

WHAT THE RESOLUTION ACCOMPLISHES:

A resolution providing for the vacation of plat for an alley located between Lots 22-23 and Lots 24-25, Block 4487, Cape Coral Unit 63; property located at 738-746 SW 9th Street. (Applicant: Yasser Khashaba)

Hearing Examiner Recommendation: The Hearing Examiner recommends that City Council approve the application for the requested vacation for the reasons set forth in VP HEX Recommendation 13-2019.

City Management Recommendation: City Management recommends approval of the project.

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

Senior Planner Heller explained what this Resolution would accomplish. He displayed the following slides:

- Resolution 311-19
- Request to vacate
- Background

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- Current Zoning Map
- Aerial Map
- Geometric Surveying, Inc.
- Analysis-Section 8.11 LUDR
- Vacation of ROW
- Recommendation and Correspondence none received
- Conditions of Approval (2 slides)

Public Hearing opened.

Ed Blot, Blot Engineering, authorized representative, provided supporting information for the approval of the vacation. He voiced that he was in agreement with the City's presentation and recommendation.

Public Hearing closed.

Councilmember Williams moved, seconded by Councilmember Stout, to approve Resolution 311-19, as presented.

City Attorney Menendez pointed out that the conditions are listed in Resolution 311-19.

Council polled as follows: Coviello, Gunter, Nelson, Stout, Williams, Carioscia, and Cosden voted "aye." Seven "ayes." Motion carried 7-0.

#### Ordinance 48-19 (PDP 19-0002\*) Public Hearing

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

WHAT THE ORDINANCE ACCOMPLISHES:

An ordinance amending Ordinance 132-05, as amended by Ordinance 21-12, approving a Planned Development Project in the City of Cape Coral, Florida, entitled "Judd Creek Tract 8 PDP Amendment" for certain property described as Tract 8 of Judd Creek Preserve, according to the plat thereof recorded under Instrument Number 2007000113064 of the Public Records of Lee County, Florida; property located southeast of the intersection of Pine Island Road and Barrett Road; replatting Tract 8 into two tracts; granting a private clubhouse for Tracts 8A and 8B; granting development plan approval pursuant to Section 4.2 of the City of Cape Coral Land Use and Development Regulations. (Applicant: VK Judd Creek, LLC)

Hearing Examiner Recommendation: The Hearing Examiner recommends approval with staff conditions.

City Management Recommendation: City Management recommends approval.

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

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

- Judd Creek Tract 8 PDP Amendment Ordinance 48-19
- PDP 19-0002
- Current Zoning Map Tract 8
- Aerial Map
- Background
- Purpose of the PDP Amendment
- Replat Tract 8 into Two Tracts (ORD 132-05 and PDP19-0002)
- Subdivision Analysis
- Private Clubhouse (LUDR, Section 3.15)
- Proposed Clubhouse Locations
- Clubhouse Elevations (SP19-0018)
- Clubhouse Summarv
- Development Plan (2005 PDP Plan and 2019 Development Plan)
- Blueprint of SP19-0018

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Recommendations and Correspondence – four phone calls, one opposed to the project

Public Hearing opened.

Linda Miller, Senior Planner with Avalon Engineering, Inc., appeared in support of Ordinance 48-19. She displayed the following slides:

- Judd Creek Tract 8 PDP Amendment
- Judd Creek PDP-Ordinance 132-05 and 31-12
- PDP Amendment for Tract 8
- Private Clubhouse Approval
- Master Development Plan Approval
- Traffic / Transportation
- Barrett Road
- Barrett Road (Cont.)
- Landscaping Pine Island Road
- Landscaping Barrett Road
- Environmental

Aaron Cuniff, Development Associate, Continental Properties, discussed the following slides:

- Continental Properties
- Development Team
- Site Plan
- · Resident Homes
- Clubhouse
- Clubhouse (Photos)
- Detached Garages
- Site Plan

Ms. Miller summarized with the following slides:

- Neighborhood Meeting
- Summary

Public Hearing closed.

Councilmember Stout moved, seconded by Councilmember Gunter, to adopt Ordinance 48-19, as presented.

City Manager Szerlag asked Mr. Struve if Tract B was included in the 50-acre conservation easement.

Planning Team Coordinator Struve stated the existing conservation easement was 53 acres and does not include any land in Tract 8.

City Manager Szerlag inquired if Tract B becomes developed, would that conservation acreage remain the same.

Planning Team Coordinator Struve responded that those 53 acres are protected throughout the life of the development, regardless of what other development occurs within Judd Creek.

City Manager Szerlag inquired about the applicant's request relative to water and wastewater fees going to other jurisdictions and if the City agreed to this part of the agreement.

Utilities Director Pearson responded that staff worked with DCD and the developer on this site and that the owner would need to pay the impact fees for FGUA for the wastewater until the City of Cape Coral utilities become available at the site. He also discussed that

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they were also paying Lee County's water impact fees. He noted that they will also pay the City of Cape Coral's CIAC (Construction in Aid of Construction) fees.

Mayor Coviello inquired about the duration when the utilities were expected for this site.

Director Pearson responded that the expected design timeframe was about three to five years. That would be forthcoming in future budgets.

Mayor Coviello asked about the hookup process to the City's lines.

Director Pearson stated the lines were already installed there a few years ago. City staff or the contractor that we hire would make that connection, hopefully without any interruption to service.

City Manager Szerlag inquired what the additional requests were mentioned by the developer's representative and whether or not they were included in the Ordinance.

Ms. Miller stated their request was to pay for all of the future City impact fees and also the other impact fees at the time of picking up the building permit. She stated that Mr. Pearson had agreed about the City impact fees, but the other fees were not specified in the development order. They would like to pay those fees at the time the building permit is issued.

Mr. Cunniff clarified that the difference in what they were requesting is that typically the utility fees that would be paid to FGUA and Lee County would normally be paid at the time of the certificate of occupancy for each building. They were requesting that they could pay those fees up front when they obtain the building permits. He noted the fees to FGUA, Lee County, and City CIAC would be payable upon building permit issuance.

City Attorney Menendez asked if the developer's representative had suggestive language that they would like to be added into this development order.

Mr. Cunniff stated he believed that wastewater and water were already contemplated in Section III A and B. There is language about CIAC fees being able to be paid at building permit issuance. Language can be added that the FGUA wastewater impact fees and Lee County water impact fees can also be paid at that time.

City Manager Szerlag asked Mr. Pearson if he agreed to the additional requests and can guarantee that there would be no additional costs to the City of Cape Coral if those requests are granted by the governing body.

Director Pearson stated that he was in agreement with the requested payment structure of the impact fees. He discussed the possibility of fees being increased by Lee County and FGUA.

City Manager Szerlag noted that if there is something to be brought back to Council, it can be done at that time if it pertains to when impact fees should be paid.

City Attorney Menendez stated the Ordinance before Council deals with payment of fees. She concurred that if there is some additional request that it be considered at a later time.

<u>Councilmember Cosden</u> inquired about the total number of acres proposed for development in the project.

Planning Team Coordinator Struve stated the entire Judd Creek development was about 192 acres.

Councilmember Cosden asked if 50 acres would be preservation.

Planning Team Coordinator Struve responded that between 50 to 53 acres was in preservation.

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Councilmember Cosden asked if 13 of the 64 acres in Tract 8 would be preservation.

Planning Team Coordinator Struve stated the entire site would not be developed. There would be approximately 5  $\frac{1}{2}$  to 6 acres in Tract 8 that would be protected from future development.

<u>Councilmember Cosden</u> questioned if there was any way to get that number higher to preserve more land.

Planning Team Coordinator Struve stated that it would be too late in the timeline to revisit this matter.

Councilmember Cosden questioned if the buffers were being used as preserve.

Planning Team Coordinator Struve stated the buffers along Pine Island Road and Barrett Road would largely be protected from future development except for very limited improvements such as driveways, signage, and utility easements.

Mr. Cunniff referred to his slide on Site Plan and pointed out that the eastern boundary's recorded conservation easement is 1.09 acres which is a small portion of that area. He understood that the utility language was a carry through condition that they proposed. They discussed with staff early on and included language revision at the Hearing Examiner's hearing.

Mayor Coviello noted that the second paragraph of the Summary Slide: We are in agreement with the Planning Division Final Project Staff Report, and Ordinance 48-19 but would like to include some additional language in Section III, A and B which would allow Lee County and FGUA water and wastewater fees to be paid when each building permit is issued. He stated that was the first time this Council has seen that additional language. He noted that is what he questioned. He stated Council could move forward with the original Ordinance as written and then come back later with the additional language.

Mr. Cunniff agreed. He stated the intent was to cut a single check to the City for all utility and impact fees when they obtain the building permits.

Mayor Coviello voiced his concern about paying those fees early. If there was some type of delay in the project and an increase in County fees, how would it affect Cape Coral?

Mr. Cunniff stated he understood that there is a 90-day notice for any impact fee increase.

City Manager Szerlag continued to recommend that Council adopt the Ordinance as presented. He stated that discussions could continue between the developer's attorney and the City Attorney if any additional language is requested and come back at a later time.

City Attorney Menendez concurred that the motion on the floor was to approve the Ordinance as presented with no language changes.

Council polled as follows: Coviello, Gunter, Nelson, Stout, Williams, Carioscia, and Cosden voted "aye." Seven "ayes." Motion carried 7-0.

#### Ordinance 49-19 Public Hearing

WHAT THE ORDINANCES ACCOMPLISHES:

An ordinance approving and granting to Lee County Electric Cooperative, Inc., a perpetual easement for a right-of-way to be used for the construction, operation, and maintenance of one or more overhead and underground electric distribution lines across property that is owned by the City that is in the area of the Cape Coral Animal Shelter located at 325 SW 2nd Avenue; authorizing and directing the Mayor to execute the Easement. (Applicant: Brought forward by City Management.)

City Clerk Bruns read the title of the Ordinance.

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Councilmember Nelson left the dais at 6:17 p.m.

Property Broker Andrews explained what this Ordinance would accomplish. She displayed the drawing of the Utilities Easement.

Public Hearing opened.

No speakers.

Public Hearing closed.

Councilmember Williams moved, seconded by Councilmember Gunter, to adopt Ordinance 49-19, as presented.

Council polled as follows: Coviello, Gunter, Stout, Williams, Carioscia, and Cosden voted "aye." Six "ayes." Motion carried 6-0.

Councilmember Nelson returned to the dais at 6:19 p.m.

#### Introductions

## Ordinance 47-19 (AX 19-0001) Set Public Hearing Date for November 4, 2019 WHAT THE ORDINANCE ACCOMPLISHES:

An ordinance providing for the annexation of three parcels of land lying in Section 4, Township 44 South, Range 23 East, Lee County, Florida, as more particularly described herein; providing for redefinition of City boundaries. (Applicant: Harry Lowell, Trustee)

NOTE: Due to the nature of this matter, everyone giving testimony must be sworn in.

City Clerk Bruns read the title of the Ordinance.

The public hearing was scheduled for November 4, 2019 in Council Chambers.

Senior Planner Boyko stated that he was available for any questions and that he would have a presentation at the public hearing.

## Ordinance 50-19 Set Public Hearing Date for November 4, 2019 WHAT THE ORDINANCE ACCOMPLISHES:

An ordinance declaring Lots 14-15, Block 5482, Unit 90, Cape Coral Subdivision, as unusable surplus real property not projected to be used for municipal purposes; authorizing the City Manager to exchange said municipal surplus property for real property described as Lots 7-8, Block 5477, Unit 90, Cape Coral Subdivision; authorizing the conveyance of the surplus real property described herein pursuant to Section 2-155 of the Code of Ordinances; authorizing and directing the Mayor and City Manager to execute a deed conveying the surplus real property. (Applicant: Brought forward by City

Management.)

City Clerk Bruns read the title of the Ordinance.

The public hearing was scheduled for November 4, 2019 in Council Chambers.

Property Broker Andrews stated that she would have a presentation available at the public hearing.

Recession at 6:20 p.m. and reconvened at 6:40 p.m.

#### **UNFINISHED BUSINESS**

Water Quality - Update

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Public Works Director Clinghan stated the stage of Lake Okeechobee was in the base flow sub-band at 13.42 feet deep. The releases were increased to 650 cfs at the Franklin Lock (S-79). Salinities in the Caloosahatchee estuary have continued to rise, placing the ecosystem around Beautiful Island at risk. Dry conditions affecting the water levels of the City Canal systems, which caused the aquatic vegetation to top out. Lee County Hyacinth Control have been treating several areas throughout the City to control the aquatic vegetation. Blue Green Algae was present but receding in Lake Okeechobee and no toxins have been detected in samples taken in Lee County this past week. He also reported on the Red Tide sample collection results in Lee County.

Follow Up Items for Council

None.

#### **NEW BUSINESS**

#### 2019 Utilities Annual Rate Sufficiency Analysis

Utilities Director Pearson announced that there were no water, sewer, or irrigation rate increases this year. He explained that continuing with the UEP was key as new customers were coming into the area.

Jeff Dykstra, Stantec Managing Consultant, discussed the 2019 Utilities Rate Sufficiency Report and presented the following slides:

- FY 2019 Utility Revenue Sufficiency Analysis
- Executive Summary
- Financial Plan Key Parameters
- Financial Management Plan
- National Industry Trend
- FY 2019 Residential Monthly Utility Bill Comparison
- FY 2019 Irrigation (Reclaimed Water) Bill Comparison

#### Resolution 322-19 Wildlife Conservation Program

Assistant City Manager Barron explained what this Resolution would accomplish. She discussed the following:

- Cape Coral Wildlife Conservation Program
- · Acquiring properties for preservation
- Assigning \$100,000 aggregate amount from General Fund to offset utilities expansion costs on any properties of Friends of Wildlife or any other eligible environmental organizations
- Viability contingencies
- Funding already included in the budget

Carl Veaux appeared to mention that he had worked with staff and thanked them for their assistance.

Councilmember Williams moved, seconded by Councilmember Gunter, to approve Resolution 322-19, as presented.

Council polled as follows: Coviello, Gunter, Nelson, Stout, Williams, Carioscia, and Cosden voted "aye." Seven "ayes." Motion carried 7-0.

Resolution 331-19 Requesting an Amendment to the Original City of Cape Coral
Charter Schools Application to Reflect the New City of Cape Coral Charter School
Names: "Oasis Elementary North," and "Oasis Elementary South," as part of the Oasis
Charter Schools - Presented by Jacquelin Collins, Superintendent of the City of Cape
Coral Charter Schools

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Jacquelin Collins, Superintendent of the City of Cape Coral Charter Schools, discussed the following request for a name change for two elementary schools.

- In 2018 the Charter School Strategic Plan Stakeholders decided that it was their top priority to rebrand the Charter Schools system noticeable brand identity issue.
- They noted that the association of Christa McAuliffe Elementary School was not one of the Oasis Charter Schools.
- Current brand does not illustrate unity to the community, businesses, parents, and students unless they are actually enrolled in our schools.
- Also does not convey the attributes that make this group of schools a superior choice when selecting an educational path for students.
- This name change could provide a simple, clear message with a common way to refer to our Charter School.
- They would like to go by the name of Oasis Charter Schools, City of Cape Coral which is the most recognizable name.
- It would alleviate the heaviness on one waiting list on one school versus the other elementary school.
- There are less than 50 students on the waiting list at Christa McAuliffe Elementary.
- There are over 226 students at Oasis Elementary.
- These are two very similar schools owned and managed by the City and by the Authority.
- The only difference is the location.
- · Renaming the schools would be consistent with the middle and high school.
- She hoped that Council would agree to changing the name from Christa McAuliffe Elementary to Oasis Elementary North and Oasis Charter Elementary School to Oasis Elementary South.

Ms. Collins projected on the overhead copies of the logo changes for the letterhead, envelope, and business card.

## Councilmember Stout moved, seconded by Councilmember Gunter, to approve Resolution 331-19, as presented.

<u>Councilmember Williams</u> voiced his disapproval of changing the school names and removing the recognition of the current names and history significance. He stated that he would not vote in approval of this Resolution.

City Attorney Menendez clarified that the Resolution before Council today was the name change of the two elementary schools. If Council chose to do so, this proposal would go forward to the Lee County School District for their review. The marketing campaign was not part of the Resolution. The Resolution before Council was more limited than the presentation at the meeting.

<u>Councilmember Nelson</u> requested that Ms. Collins explain in detail the reason for the name change and rebranding from a marketing perspective. She asked her to elaborate on the numbers on the waiting list at Christa McAuliffe versus Oasis currently. She asked her to start with the 2018 Strategic Initiative.

Ms. Collins stated that meeting was held in October 2018 with a variety of stakeholders present, as well as parents, students, administration, teachers, staff, and City members. The stakeholders unanimously decided it was important to rebrand as a marketing technique. This topic had been discussed since 2010. She stated that families in this area recognize the name "Oasis" which is a key phrase. A survey in 2015 resulted in 50/50. She noted how the Charter Schools must advertise to draw students. Enrollment is the primary source of funding. The authority and municipality will stay the same.

<u>Councilmember Nelson</u> stated that she would be in support of the name change and agreed with the Oasis name advantage and having Christa McAuliffe's history to remain in the lobby.

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<u>Councilmember Stout</u> stated that it has been four years since she was on the Governing Board where the name change was discussed for several years. She would also be in support of the name change.

Council polled as follows: Coviello, Gunter, Nelson, Stout, Carioscia, and Cosden voted "aye." Williams voted "nay." Six "ayes" and one "nay." Motion carried 6-1.

<u>USPS Considering the Addition of a Post Office in Cape Coral, FL</u> <u>- Presented by Patty Webb, USPS</u> – (moved directly after item 8(C))

#### District 5 Temporary Appointment Presentations and Selection

<u>Councilmember Nelson</u> asked if Council would agree to shortening the time of the presentation from five minutes to three minutes since there were eleven candidates.

Mayor Coviello asked if Council supported this request. Consensus agreed.

City Clerk Bruns called up each candidate to the podium for their presentation.

Alex Brendan Baker – present
Tiffany Sue Bucher – present
Martha Calbimonte Hill – present
Donna M. Law – present
Jerry Michael Price – present
Danne (Dan) Carmen Puleio – present
Nevin Rukia Reiss – present
Russell (Russ) Ringland – present
Jay K. Saxena – present
Philip D. Stalnaker – present
Lois M. Welsh – present

Each applicant discussed their qualifications and their concerns with City of Cape Coral processes and procedures.

<u>Councilmember Carioscia</u> inquired if Candidate Baker was in support of subsidizing the Charter Schools.

Candidate Baker responded that he would support the subsidizing of the Charter Schools.

<u>Mayor Coviello</u> inquired about the candidate's upcoming Florida Bar testing and schedule managements.

Candidate Baker responded that he would be able to manage both schedules.

<u>Councilmember Carioscia</u> inquired if Candidate Bucher was in support of subsidizing the Charter Schools.

Candidate Bucher responded in the affirmative.

<u>Councilmember Carioscia</u> inquired if Candidate Hill was in support of subsidizing the Charter Schools.

Candidate Hill responded that she would like to see another study done on the effectiveness of the Charter Schools before making a decision on the subsidization of the Charter Schools.

<u>Councilmember Carioscia</u> inquired if Candidate Law was in support of subsidizing the Charter Schools.

Candidate Law responded that she would very highly support the subsidization; however, she would need to see more information before making a more definitive response.

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<u>Councilmember Carioscia</u> inquired if Candidate Price was in support of subsidizing the Charter Schools.

Candidate Price responded that he was in support of subsidizing the Charter Schools and would like to learn more about the process.

<u>Councilmember Williams</u> inquired about Candidate Price's view on the millage rate and taxes.

Candidate Price responded that he would need to look at the budget and expenses. He stated new developments in the north could provide more revenue.

<u>Councilmember Carioscia</u> inquired if Candidate Puleio was in support of subsidizing the Charter Schools.

Candidate Puleio responded that he would be in support.

<u>Mayor Coviello</u> inquired about why Candidate Puleio did not continue on the CRA Advisory Board.

Candidate Puleio stated that he termed out of the CRA Advisory Board, and he was involved with converting the CRA Board from an Advisory Board to the current CRA Board.

<u>Councilmember Carioscia</u> inquired if Candidate Reiss was in support of subsidizing the Charter Schools.

Candidate Reiss responded that she does not want to deny quality education to our students. She would support the subsidization to the Charter Schools but suggested that public schools should be analyzed to determine why parents are sending more students to Charter Schools.

<u>Councilmember Carioscia</u> inquired if Candidate Ringland was in support of subsidizing the Charter Schools.

Candidate Ringland responded in the affirmative and added that the tax base would need to be changed.

<u>Councilmember Carioscia</u> inquired if Candidate Saxena was in support of subsidizing the Charter Schools.

Candidate Saxena responded in the affirmative noting there are some deficiencies that would need to be funded.

<u>Councilmember Carioscia</u> inquired if Candidate Stalnaker was in support of subsidizing the Charter Schools.

Candidate Stalnaker responded in the affirmative.

Candidate Welsh mentioned that she supported the subsidization of the Charter Schools and suggested that continued studies be conducted to explore the viability of the schools.

<u>Councilmember Nelson</u> thanked the Candidates for applying and suggested that they consider running for next year's term. She stated she would vote for Lois Welsh. She mentioned that community involvement was important.

<u>Councilmember Gunter</u> thanked the Candidates for applying and agreed that community involvement played a crucial part in seating a Councilmember.

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Councilmember Stout thanked the Candidates for applying and voiced that she would be voting for Lois Welsh.

<u>Councilmember Williams</u> thanked the Candidates for applying and stated that the decision would be difficult based on the poll. He voiced that his vote was for Alex Baker.

<u>Councilmember Cosden</u> asked the City Attorney what would happen if there was not a clear majority on the vote.

City Attorney Menendez suggested to keep voting until there is a majority. If someone cannot be appointed, there would have to be a special election.

<u>Councilmember Cosden</u> questioned if there would have to be a minimum of four in order for the person to be appointed.

City Attorney Menendez responded in the affirmative.

<u>Mayor Coviello</u> stated that each Councilmember was able to interview each Candidate privately, and he voiced that his vote was for Lois Welsh. He mentioned that the letters of recommendation received in support of Ms. Welsh came from a wide spectrum of our Community.

<u>Councilmember Carioscia</u> thanked the Candidates that submitted an application and strongly encouraged that the applicants, if not appointed, should consider running for office next year. He mentioned the letters of recommendation received in support, and he casted his vote for Dan Puleio.

<u>Councilmember Gunter</u> again stressed that community involvement was an important factor in seating a Councilmember. He mentioned the letters of recommendation received in support, and he casted his vote for Dan Puleio.

District 5 Temporary Appointment Selection

Mayor Coviello asked the City Clerk to poll the Councilmembers for their top choice:

City Clerk Bruns tallied Mayor and Council for their selection of the temporary District 5 seat. The tally results were as follows: Coviello – Welsh; Gunter – Puleio; Nelson – Welsh; Stout – Welsh; Williams – Baker; Carioscia – Puleio; Cosden – Welsh.

City Clerk Bruns stated there was one for Baker, two for Puleio, and four for Welsh.

Councilmember Stout moved, seconded by Councilmember Nelson, to appoint Lois M. Welsh for the District 5 Council seat.

Council polled as follows: Coviello, Gunter, Nelson, Stout, Williams, Carioscia, and Cosden voted "aye." Seven "ayes." Motion carried 7-0.

Swearing In of Newly Appointed District 5 Councilmember

City Clerk Bruns administered the oath to Councilmember-elect Lois M. Welsh.

### REPORTS OF THE MAYOR AND COUNCIL MEMBERS

Councilmember Welsh - Topics: Thanked everyone for the vote and consideration.

Councilmember Gunter - No Report.

<u>Councilmember Nelson</u> – Topics: Acknowledged Councilmember Gunter for participating in the Taco Fest last week where he was a judge; Island Coast High School was the winner. Also attended the Southwest Florida Community FutureMakers Coalition On the

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Table Discussion last Thursday. She looked forward to the next one which she will host at her home with the first 20 people who respond.

Councilmember Stout – Topics: Attended the German American Club Social Oktoberfest, Audit Committee meeting last week, and Kiwanis. She mentioned that she would not be available next Monday at the COW meeting as she will be attending the Fourth Quarter meeting of the Florida Commission on the Status of Women in Orlando.

<u>Councilmember Williams</u> – Topics: Attended the Fundraiser Breakfast for the Model UN Group at Cape Coral High School last Saturday morning.

Councilmember Carioscia - No Report.

Councilmember Cosden - No Report.

<u>Mayor Coviello</u> – Topics: Attended the Veterans Visitation Program at Cape Coral Hospital. Also attended two of the three Community Park meetings and Councilmember Gunter attended the third meeting at the Yacht Club. He attended the Kids Hope Hospice event in Fort Myers, Do the Right Thing, and the Welcome Dinner at the German American Social Club for the Oktoberfest where he tapped the keg with a gavel. Next week he will be attending the Mayors Scholarship Appreciation Night, Guest speaker at the Liberty Park's Grand Opening of the Atrium on Pine Island Road, Toast of the Hope at Hope Hospice, and Kids Fest on October 26<sup>th</sup>.

#### 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 Special Meeting (Council Office) was scheduled for Monday, October 28, 2019, at 3:00 p.m. in Conference Room 220A,City Hall.

A Committee of the Whole Meeting was scheduled for Monday, October 28, 2019 at 4:30 p.m. in Council Chambers.

#### **MOTION TO ADJOURN**

There being no further business, the meeting adjourned at 8:20 p.m.

Submitted by,

Kimberly Bruns, CMC City Clerk

Item Number: B.(1)

Meeting Date: 11/4/2019

Item Type: CONSENT AGENDA

# AGENDA REQUEST FORM CITY OF CAPE CORAL



#### TITLE:

Resolution 325-19 Approve the single source to Trinova Inc., for the purchase and service of ultrasonic transmitter & sensor set, parts, preventative maintenance, troubleshooting, repairs, chemical pumps, system parts, level indicators or flow meters, and remote terminal units (RTU) from Endress + Hauser Inc., Telog Instruments, Inc. and Prominent Fluid Controls, Inc. for Fiscal Year 2020 and Fiscal Year 2021, not to exceed budgetary limits and authorize the City Manager or Designee to execute the purchase orders and single source. Trinova is the only authorized representative for Endress +Hauser (E+H); Prominent Fluid Control Inc and Telog Instruments Inc.'s products and is the only authorized service repair and warranty organization in the State of Florida; Department: Utilities; Combined Total Dollar Amount: \$370,884; (Water & Sewer Fund: FY2020 \$182,701 and FY2021 \$188,183)

#### **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. Trinova Inc. is the only authorized representative for Endress +Hauser (E+H), Prominent Fluid Controls, Inc and Telog Instruments, Inc.'s products and is the only authorized service repair and warranty organization in the State of Florida.
- 2. Trinova Inc. is the only authorized distributor for the following equipment manufacturers: Endress +Hauser (E+H) provides OEM repair parts, spare parts kits for pumps, flow/level meters & transmitters, pressure relief valves, gauges maintenance, software, and annual equipment calibration; Prominent Fluid Control Inc. provides chemical metering pumps; Telog Instruments Inc. provides bleach pumps, back pressure regulators, composite samplers, data hosting service and support software.
- 3. Other products may offer the same specification but are not direct replacements and are not acceptable due to the compatibility with the existing system piping configuration, foundation and/or base plate height and pattern, electrical control panel/system and interfacing electronic telemetry in services.
- 4. Other factors for the request include: critical replacement time to maintain water treatment

- plant processes, cost of spare parts for different makes/models of equipment for the same system and substantial cost for any retrofitting to our equipment/systems requiring engineers, contractors, and possible permits from FDEP.
- 5. The Utilities Department will continue to annually research companies, components and equipment that have the capability to meet and the Department's requirements.
- 6. The purchase and repairs, for Fiscal year 2020, estimated dollar value is \$182,701 and for fiscal year 2021 is \$188,183 for a combined dollar value of \$370,884
- 7. This request is in accordance with Section 2-144 (c) (2) (a) and 2-144 (c) (2) (b) of the City of Cape Coral, Code of Ordinances which authorizes the City to award contracts without competition upon the determination of the Procurement Manager that there is only one source for the required supply, service or construction item.
- 8. Section 2-144 (c) (2) (a) states that a purchase can be categorized as a single sole purchase when there are multiple distributors of the item, however, the manufacturer may have designated exclusive territorial sales boundaries and section 2-144 (c) (2) (b) states that a purchase can be categorized as a single sole purchase when the purchase of an item or service results in a "best value" in that research has shown that the use of another brand or service would not be reasonable and would cause undue hardship to the City, would cause the City to incur additional expense, or would require modification to a present system or process.
- 9. The City Manager or designee shall have the authority to approve and execute any authorized amendment, renewal, purchase orders or change orders provided that any such renewal, amendment, purchase order or change order does not exceed the budgetary limits during any one-year period.
- Funding Information: Water & Sewer Fund Business Units: 401022, 401023, 401026, 401027, 401029 Accounts: 646102, 652116, 652122, 631399, 664101. Budgeted item in FY20; Budget for FY21 Upon approval of FY2021 budget.

#### **LEGAL REVIEW:**

N/A

#### **EXHIBITS:**

Department Memo
Resolution 325-19
Endress Hauser Single/Sole Source Letter
Prominent Fluid Controls Single/Sole Source Letter
Telog Instrument Single/Sole Source Letter

#### PREPARED BY:

Wanda Roop Division- Procurement Department-Finance

#### SOURCE OF ADDITIONAL INFORMATION:

Jeff Pearson, Utilities Director

#### ATTACHMENTS:

**Description** Type

Department Memo Backup Material

Resolution 325-19
 Endress Hauser Single Source letter
 Prominent Fluid Controls Single Source letter
 Telog Instrument Single Source Letter
 Backup Material
 Backup Material

#### CITY OF CAPE CORAL UTILITIES DEPARTMENT

TO:

John Szerlag, City Manager

Victoria Bateman, Finance Director Wanda Roop, Procurement Manager

FROM:

Jeff Pearson, Utilities Director,

Andrew Fenske, Water Production Manager

Pat Long, Water Reclamation Mahager W

DATE:

August 29, 2019

SUBJECT: Sole Source Request for Trinova Inc.

The Water Production and Water Reclamation Divisions are requesting a combined twoyear annual sole source approval spending authorization for purchases from Trinova Inc. totaling up to \$182,701.00 for fiscal year (FY) 2020 and \$188,182.97 for fiscal year (FY) 2021. For reference, please see the attached spreadsheet for a breakdown of the FY2020 required purchases. The FY 2021 request amount is based on staff's expectation of the need to purchase a similar amount of items as to what will be purchased in FY2021. These amounts fall in line with previous requested dollar amounts. From FY18 to FY19 as much as \$176,112 was spent for one fiscal year.

Trinova Inc. is the sole source regional dealer for Endress+Hauser (E+H), ProMinent Fluid Controls, Inc., and Telog Equipment. Trinova Inc. is the sole source provider of the following equipment:

- Endress+Hauser (E+H): OEM repair parts, spare parts kits for pumps, flow/level meters & transmitters, pressure relief valves, gauges, maintenance, software, & annual equipment calibration.
- Prominent Fluid Control Inc.: Chemical metering pumps.
- Telog: Equipment: bleach pumps, back pressure regulators, composite samplers, data hosting service and support software

The Utilities Department has a significant amount of E+H, ProMinent, and Telog equipment installed at the treatment plants, pump stations, wells, and lift stations. When the SW and Everest Reclamation plants were refurbished/expanded and the North RO plant was constructed, an effort was made to standardize process equipment as much as possible within the Water Production and Water Reclamation Divisions in order to share resources for parts, preventive maintenance, troubleshooting, and repairs. According to E+H representatives, the City of Cape Coral has one of the largest installation bases of E+H equipment in the Southeastern United States.

John Szerlag, City Manager - Sole Source Request for Trinova Inc. August 29, 2019 Page 2 of 3

Based on this significant installation base of equipment sold and serviced exclusively through Trinova Inc., we recommend continuing to purchase these items from them as they are direct replacements and are compatible with current existing installation configurations. The purchase/installation of any variation from original equipment manufacturers design would require a retrofit of additional related components to the supporting subsystems such as: piping, valves, regulators, flow patterns, line supply wiring, control, and monitor wiring. This would result in significant additional cost and unnecessary added downtime to critical components that could interrupt sewer collection and treatment, and drinking water production and distribution. Although other similar products may be offered, use of this equipment would require extensive retrofitting of the treatment systems every time a different brand was procured. Retrofitting would also require the need for engineering services and additional training requirements for operations and maintenance personnel.

In addition, the E+H products, provide the following benefits with our current industrial control systems (ICS):

- Seamless Integration with our Rockwell ICS Hardware & Software: Reduces risk, implementation time and integration costs by taking advantage of the preferred integration between E+H instruments and the Rockwell automation system. Seamless integration into industrial control systems with direct EtherNet/IP connection. Easy access to process variables, device and diagnostic data. Convenient device configuration and process optimization. Cost-effective, fast system integration due to fewer network components.
- Modular Input/Output (I/O): Simple in situ electronic board replacement. Simple conversion of output protocols (Example: analog board can be exchanged to an Ethernet board).
- Verification and Diagnostics: Comprehensive diagnostic and test functions unalterably integrated in the device. Electronic modules subject to 100% traceable testing in the factory. Calibration of all Proline flowmeters on accredited systems.
- Extended Warranty: 3 year warranty offered with commissioning services.
   Additional 2 year warranties available for purchase at \$100 per year per instrument. Totaling a possible 5 year warranty.
- Local & On-Site Hands On Training: Factory Authorized instructors with hands on training courses. State of the art local "Process Training Units". CEU courses offered.

John Szerlag, City Manager - Sole Source Request for Trinova Inc. August 29, 2019 Page 3 of 3

Trinova Inc., has consistently provided excellent customer service and support and staff believes the products/services from Trinova Inc. are fair and reasonably priced. Based on the reasons provided, we are requesting a two-year annual sole source approval spending authorization of purchases from Trinova Inc. totaling up to \$182,701.00 for fiscal year (FY) 2020 and \$188,182.97 for fiscal year (FY) 2021.

Funds are budgeted and available for this request in Business Units: 401022, 401023, 401026, 401027, and 401029. Accounts: 646102, 652116, 652122, 631399 and 664101. All appropriate procurement procedures will be followed to purchase equipment and services. Thank you for your consideration of our request.

AF/PL/mej(Trinova-solesource memo FY20&21 9/5/2019)

#### SUMMARY SHEET BREAKDOWN FOR WATER PRODUCTION AND WATER RECLAMATION

PROPOSED BUDGET FY2020 & FY2021 UTILITIES - WATER PRODUCTION		NOTE: BREAKDOWN OF REPAIR, EQUIP, CAPITAL EQUIP - COST	
		<u>FY20</u>	* <u>FY21</u>
FY2020	\$182,701.92	646102 - REPAIR - FY20: \$ <u>30,000</u>	FY21: \$ <u>30,900</u>
FY2021	\$188,182.97	652116 - SM EQUIP - FY20: \$ <u>60,000</u>	FY21: \$ <u>61,800</u>
*NOTE: FY21 INCLUDES 3% INCREASE		652122 - Comp. Software - FY20: \$ <u>11,000</u>	FY21: \$ <u>11,330</u>
		631399 - Profess. Svc FY20: <u>\$14,701</u>	FY21: \$ <u>15,142</u>
		SUB TOTALS: FY20: \$115,701	FY21: \$119,172

PROPOSED BUDGET FY2020 & FY2021	NOTE: BREAKDOWN OF BUSINESS UNITS FOR WATER RECLAMATION REPAIR, EQUIP, CAPITAL EQUIP - COST	
UTILITIES - WATER RECLAMATION	<u>FY20</u>	* <u>FY21</u>
*NOTE: FY21 INCLUDES 3% INCREASE	BU # 401026 - FY20: \$14,000	FY21: \$14,420
	BU # 401027 - FY20: \$18,000	FY21: \$18,540
	BU # 401029 - FY20: \$35,000	FY21: <u>\$36,050</u>
	SUB TOTALS: FY20: \$67,000	FY21: \$69,010
COMBINE	TOTALS: FY20: \$182,701.00	FY21: \$188,182.00

NOTE: REFER TO THE ATTACHED SUPPORTING DOCUMENTS FOR ADDITIONAL INFORMATION.

#### RESOLUTION 325 – 19

A RESOLUTION OF THE CITY OF CAPE CORAL APPROVING THE SINGLE SOURCE PURCHASE OF ULTRASONIC TRANSMITTER AND SENSOR SETS, PARTS, PREVENTATIVE MAINTENANCE, TROUBLESHOOTING, REPAIRS, CHEMICAL PUMPS, SYSTEM PARTS, LEVEL INDICATORS OR FLOW METERS, AND REMOTE TERMINAL UNITS FROM TRINOVA, INC., AS THE EXCLUSIVE AUTHORIZED REPRESENTATIVE FOR ENDRESS & HAUSER, INC., TELOG INSTRUMENTS, INC., AND PROMINENT FLUID CONTROLS, INC.; PROVIDING FOR THE CITY MANAGER OR THE CITY MANAGER'S DESIGNEE TO EXECUTE THE DOCUMENTS RELATED TO THE SINGLE SOURCE PURCHASE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Water Production and Water Reclamation Divisions currently utilize Endress & Hauser, Inc., Telog Instruments, Inc., and Prominent Fluid Controls, Inc. brand ultrasonic transmitter and sensor sets, chemical pumps, level indicators or flow meters, and remote terminal units for the water production and water reclamation processes; and

WHEREAS, maintaining uniformity of equipment within the Reverse Osmosis and Water Reclamation Facilities, pump stations, wells, and lift stations has proven cost-effective by minimizing the need for retrofitting and engineering services; and

WHEREAS, Section 2-144(c) of the City of Cape Coral Code of Ordinances authorizes the City to award contracts without competition upon the determination of the Procurement Manager that there is only one source for the required supply, service or construction item; and

WHEREAS, the Procurement Manager has determined that the purchase of Endress & Hauser, Inc., Telog Instruments, Inc., and Prominent Fluid Controls, Inc. brand equipment results in a "best value," in that research has shown that the use of another brand or service would not be reasonable and would cause undue hardship to the city, would cause the city to incur additional expense, or would require modification to a present system or process; and

WHEREAS, the Procurement Manager has determined that Endress & Hauser, Inc., Telog Instruments, Inc., and Prominent Fluid Controls, Inc. brand equipment is available only through Trinova, Inc., as their exclusive authorized representative in the state of Florida; and

WHEREAS, the City Manager recommends the approval of the single source purchase of ultrasonic transmitter and sensor sets, parts, preventative maintenance, troubleshooting, repairs, chemical pumps, system parts, level indicators or flow meters, and remote terminal units from Trinova, Inc., as the exclusive authorized representative for Endress & Hauser, Inc., Telog Instruments, Inc., and Prominent Fluid Controls, Inc., for Fiscal Years 2020 and 2021 for an estimated combined total amount of \$370,884, or an amount not to exceed budgetary limits.

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 single source purchase of ultrasonic transmitter and sensor sets, parts, preventative maintenance, troubleshooting, repairs, chemical pumps, system parts, level indicators or flow meters, and remote terminal units from Trinova, Inc., as the exclusive authorized representative for Endress & Hauser, Inc., Telog Instruments, Inc., and Prominent Fluid Controls, Inc., for Fiscal Years 2020 and 2021 for an estimated combined total amount of \$370,884, or an amount not to exceed budgetary limits.

Section 2. The City Council hereby authorizes the City Manager or the City Manager's designee to execute the documents related to the single source purchase.

Section 5. This Resolution shall take effect immedia	ery upon its adoption.
ADOPTED BY THE CITY COUNCIL OF THE C COUNCIL SESSION THIS DAY OF	
	JOE COVIELLO, MAYOR
VOTE OF MAYOR AND COUNCILMEMBERS:	
COVIELLO GUNTER CARIOSCIA STOUT	NELSON WELSH WILLIAMS COSDEN
ATTESTED TO AND FILED IN MY OFFICE T 2019.	HIS DAY OF
	KIMBERLY BRUNS CITY CLERK
APPROVED AS TO FORM:	
Dolores D. Menende Dolores D. Menendez CITY ATTORNEY	

res/Single Source-Trinova



Charlotte, 21 June 2019

Bonnie Brady
Southeast Regional Center
Phone 704-969-7996
bonnie.brady@us.endress.com

City of Cape Coral 1200 Kismet Parkway Cape Coral, FL 33993

Attention: Richie Jones

Subject: Sole Source Representative

Dear Mr. Jones

<u>Endress + Hauser</u>, is the sole manufacture of its process control products. Trinova Florida is the sole or exclusive representative for <u>Endress + Hauser</u> within the state of Florida for the purchase of new products, OEM repair/replacement parts, repairs and maintenance.

No other representative can sell products, provide repair/replacement parts, maintenance, repair/replacement services, field services and technical support for Endress + Hauser Your contact for <u>Trinova is</u>:

Name: Jack Ke

Address: 2401 Drane Field Rd. Lakeland, FL 338011

Phone: 863-682-4500

Email:FLsales@trinovainc.com

If you have questions regarding this issue, please contact Jack Ke at 863-614-1086

Sincerely,

Mark Schwanekamp Southeast Regional Manager June 21, 2019

Mr. Richard Jones City of Cape Coral 1200 Kismet Parkway Cape Coral, FL 33993

Email: rjones@capecoral.net

Dear Mr. Jones:

ProMinent Fluid Controls, Inc. has appointed TriNova Inc. - Florida, formerly AMJ, as our authorized representative for the municipal market. This includes direct sales to local, county and state governments and sales to contractors and/or system integrators on municipal projects, for the State of Florida, excluding the panhandle.

TriNova Inc. - Florida's corporate office is as follows:

TriNova Inc. (AMJ) 2401 Drane Field Road Lakeland, FL 33811

Tel: Fax: 800-881-1487

863-687-0077

Email: FLSales@trinovainc.com

Very truly yours,

PROMINENT FLUID CONTROLS, INC. erelis/que

Regional Sales

cc: J. Ke, TriNova

D. Ramsey, TriNova

JW

Cape Coral City of 6-21-2019

Telog Instruments, Inc. a TRIMBLE Company 830 Canning Parkway, Victor, NY 14564-8940, U.S.A. Phone: 585-742-3000 • Fax: 585-742-3006

E-Mail: TelogSales@telog.com

[June 21, 2019]

City of Cape Coral FL PO Box 150027 Cape Coral, FL 33915

To whom it may concern,

This is to confirm that Telog Instruments, Inc. is the sole source supplier of Telog data recorder, cables, Data Hosting Service and Support Software. These products are designed and manufactured exclusively by Telog Instruments, Inc. at our facility in Victor, NY.

Telog recorders are sole source products available only through Telog Instruments, Inc. and, in the State of Florida, through our local sales representative, TriNova, 2401 Drane Field Road, Lakeland FL 33811 (863) 682-4500. Telog recorders are sole source products available only through Telog Instruments, Inc. Telog Instruments in Victor, NY is the only authorized service center for repairs and service on Telog recorders.

Thank you for your interest in Telog Instruments Inc. Should any questions regarding our products and/ or services remain, please feel free to call, write or email. We look forward to serving your instrumentation needs.

Sincerely,

Michele Allen

**Production Manager** 

Telog Instruments, Inc. A TRIMBLE COMPANY

Item Number: B.(2)

Meeting Date: 11/4/2019

Item Type: CONSENT AGENDA

# AGENDA REQUEST FORM CITY OF CAPE CORAL



#### TITLE:

Resolution 329-19 Approve the single source to Rexel USA Inc., for the purchase and service of Allen Bradley and Rockwell Automation components utilized by the Utilities Department's Water Reclamation and Water Production Division for Fiscal Year 2020 and Fiscal Year 2021, not to exceed budgetary limits and authorize the City Manager or designee to execute the purchase orders. Rexel USA Inc. is the only authorized representative for Rockwell Automation to sell Allen-Bradley and Rockwell Software products along with related services in the local geographic area; Department: Utilities; Combined Total Dollar Amount: \$320,000; (Water & Sewer Fund–FY2020 \$150,000 and FY2021 \$170,000)

## **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:**

- Rexel USA Inc. is the only authorized representative for Rockwell Automation to sell Allen-Bradley and Rockwell Software products along with related services in the local geographic area.
- 2. This equipment is critical to the operational reliability of the Utilities Department Water Reclamation and Water Production Division. If the City purchased Allen-Bradley products from an unauthorized source, the City may not receive the latest version and would not be covered by a manufacturer's warranty as Rexel USA Inc. is the only authorized provider of component and technical support for Rockwell/Allen-Bradley process control Supervisory Control and Data Acquisition (SCADA) equipment and the sole source for these services in our area.
- 3. The Utilities Department will continue to annually research companies, components and equipment that have the capability to meet the Utilities Department requirements.
- 4. The purchase and repairs, for Fiscal year 2020 estimated dollar value is \$150,000 and for fiscal year 2021 is \$170,000 for a combined dollar value of \$320,000
- 5. This request is in accordance with Section 2-144 (c) (2) (a) of the City of Cape Coral Code of Ordinances which authorizes the City to award contracts without competition upon the

- determination of the Procurement Manager that there is only one source for the required supply, service or construction item.
- 6. Section 2-144 (c) (2) (a) states that a purchase can be categorized as a Single Sole purchase when there are multiple distributors of the item. However, the manufacturer may have designated exclusive territorial sales boundaries.
- 7. The City Manager or designee shall have the authority to approve and execute any authorized contract amendment, renewals or purchase orders provided that any such renewal, amendment or purchase order does not exceed the current budget level during any one-year period.
- 8. Funding Information: Water & Sewer Fund Business Units: 401022, 401023, 401026, 401027, 401028, 401029. Accounts: 646102, 646300, 652116, 652121, 664101. Budgeted item in FY20; Budget for FY21 Upon approval of FY2021 budget

## **LEGAL REVIEW:**

N/A

## **EXHIBITS**:

Department Memo Resolution 329-19 Allen Bradley and Rockwell Automation Single/Sole Source Letter

## PREPARED BY:

Wanda Roop Division- Procurement Department-Finance

## **SOURCE OF ADDITIONAL INFORMATION:**

Jeff Pearson, Utilities Director

### ATTACHMENTS:

	Description	Туре
D	Department Memo	Backup Material
D	Resolution 329-19	Resolution
ם	Allen Bradley and Rockwell Automation Single/Sole Source Letter	Backup Material

## MEMORANDUM

## CITY OF CAPE CORAL UTILITIES DEPARTMENT

TO:

John Szerlag, City Manager

Victoria Bateman, Finance Director Wanda Roop, Procurement Manager

FROM:

Jeff Pearson, Utilities Director

Patrick Long, Water Reclamation Manager

Andy Fenske, Water Production Manager

DATE:

August 21, 2019

SUBJECT: Sole Source Purchase - Rexel USA, Inc. for Rockwell/Allen-Bradley

The Utilities Department, Water Reclamation and Water Production Division(s), are requesting the approval of an open Purchase Order (PO) based on projected spending not to exceed budgetary limits (as detailed below) to Rexel USA, Inc. to purchase from this sole source vendor necessary Allen-Bradley and Rockwell components and services required to maintain and improve the system(s) currently in place within both Water Reclamation and Water Production. The projected combined total for Fiscal Year (FY) 20 will be \$150,000.00 and the projected combined total for FY21 will be \$170,000.00 for a total of \$320,000.00 over the next two (2) fiscal years.

This equipment is critical to the operational reliability of all facilities. Rexel is the only distributor authorized provider of components and technical support for Rockwell/Allen-Bradley process control Supervisory Control and Data Acquisition (SCADA) equipment and the sole source for these services in our area.

Funds will be available in Business Unit (BU) 401022, 401023, 401026, 401027, 401028, and 401029 utilizing accounts 646102 (Equipment Repair and Maintenance), 646300 (Warranty/Maintenance Service Plans), 652116 (Small Equipment Purchase), 652121 (Computer Equipment and Accessories), and 664101 (Capital Equipment).

JP/PL:hcj (Sole Source Purchase – Rexel USA, Inc. for Rockwell/Allen-Bradley)

C: Tim Bennett, Utilities Programmer Analyst Carlos Rodriguez Salgado, Utilities Programmer Analyst Marco Parra, Utilities Programmer Analyst

## RESOLUTION 329 - 19

A RESOLUTION OF THE CITY OF CAPE CORAL APPROVING THE SERVICES OF REXEL USA, INC., AS THE SINGLE SOURCE PROVIDER FOR THE PURCHASE OF ALLEN-BRADLEY AND ROCKWELL AUTOMATION COMPONENTS AND SERVICES FOR THE WATER RECLAMATION AND WATER PRODUCTION DIVISIONS FOR FISCAL YEARS 2020 AND 2021; PROVIDING FOR THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE THE PURCHASE ORDERS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Water Reclamation and Water Production Divisions of the Utilities Department utilize Allen-Bradley and Rockwell Automation components for the maintenance of and improvements to the City's Water Reclamation and Water Production systems; and

WHEREAS, the Water Reclamation and Water Production Divisions are requesting approval for the purchase of Allen-Bradley and Rockwell Automation components and services necessary for maintenance and improvements for Fiscal Years 2020 and 2021 for an estimated combined total amount of \$320,000 from Rexel USA, Inc.; and

WHEREAS, the equipment is critical to the operational reliability of all facilities; and

WHEREAS, Section 2-144(c) of the City of Cape Coral Code of Ordinances authorizes the City to award contracts without competition upon the determination of the Procurement Manager that there is only one source for the required supply, service or construction item; and

WHEREAS, the Procurement Manager has determined that the Allen-Bradley and Rockwell Automation components and services are available from only one source, Rexel USA, Inc., as the only authorized provider of components and technical support for Rockwell/Allen-Bradley process control Supervisory Control and Date Acquisition (SCADA) equipment in this area; and

WHEREAS, the City Manager recommends approval of Rexel USA, Inc., as the single source provider for the purchase of Allen-Bradley and Rockwell Automation components and services required by the Water Reclamation and Water Production Divisions, for Fiscal Years 2020 and 2021 for an estimated combined total amount of \$320,000, or an amount not to exceed budgetary limits.

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 services of Rexel USA, Inc., as the single source provider for the purchase of Allen-Bradley and Rockwell Automation components and services required by the Water Reclamation and Water Production Divisions, for Fiscal Years 2020 and 2021 for an estimated combined total amount of \$320,000, or an amount not to exceed budgetary limits, and authorizes the City Manager or his designee to execute the purchase orders.

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

		L OF THE CITY OF C DAY OF	CAPE CORAL AT ITS SPECLA , 2019.
		JOE COVIELLO, MAYOR	
VOTE OF MAYO	OR AND COUNCIL	MEMBERS:	
COVIELLO GUNTER CARIOSCIA STOUT		NELSON WELSH WILLIAMS COSDEN	

ATTESTED TO AND FILED IN MY 2019.	OFFICE THIS DAY OF	
	KIMBERLY BRUNS	
	CITY CLERK	

APPROVED AS TO FORM:

DOLORES D. MENENDEZ

CITY ATTORNEY res/Single Source-Rexel

Rockwell Automation Florida Territory 5820 West Cypress Street, Suite E Tampa, FL 33607 USA Tel 1.813.466.6400 Fax 1.813.466.6401 www.rockwellautomation.com

## Rockwell Automation

August 6th, 2019

City of Cape Coral
Attn: Timothy Bennett – Utilities Programmer Analyst
1740 Everest Pkwy
1200 Kismet Pkwy W
2104 SW 32nd St.
Cape Coral, FL

## Re: Rockwell Automation Authorized Allen-Bradley Distributors

Rockwell Automation extends and enhances its own significant automation capabilities by partnering with a network of authorized distributors. Some of the many benefits that customers enjoy working with their local authorized Allen-Bradley distributor include:

- Access to local distributor inventory (including spares and replacement parts)
- Technical assistance from local distributor product specialists
- A knowledgeable staff that has access to factory training
- Rockwell Automation support of local distributor activities

Rexel – Fort Myers, FL is the only distributor authorized by Rockwell Automation to sell Alien-Bradley and Rockwell Software products, along with related services, in the geographic area in which your facility is located. As a matter of Company policy, Rockwell Automation only provides product and sales support to the local authorized distributor, and it is our practice and policy to always promote and recommend that customers buy from their local authorized Allen-Bradley / Rockwell Automation distributor. Rockwell Automation discourages purchasing from non-authorized sources, including distributors who may hold an Allen-Bradley appointment in another area.

If you purchase Alien-Bradley / Rockwell Automation products from an unauthorized source, you may not receive the latest version. The latest version of Allen-Bradley products, along with related factory product services, only is available through your local authorized Allen-Bradley / Rockwell Automation distributor.

Also, products that are not purchased directly from Rockwell Automation or its local authorized distributor may not be covered by a manufacturer's warranty. Rockwell



Automation's standard manufacturer's warranty covers new Allen-Bradley products for a period of one year from the date of Rockwell Automation's or its authorized Allen-Bradley distributor's invoice to the customer. As a result, there is no assurance that products sourced from unauthorized parties will carry a valid and unexpired manufacturer's warranty. Customers purchasing products from unauthorized sources should not assume that they will receive any rights under any Rockwell Automation factory warranty. Only an authorized Allen-Bradley distributor may offer access to factory warranty coverage on Allen-Bradley products.

We recognize that price can be an important consideration in any purchasing decision; however, it also is important that customers understand what they are getting for that price (or in the case of purchases from an unauthorized source, what they're not getting). Rockwell Automation firmly believes that the best customer value in the long-run is achieved by dealing with the local authorized Allen-Bradley distributor.

Should you have any further questions, please do not hesitate to contact Rexel at 239.332.1515 or your local Rockwell Automation sales office at 813.466.6400.

Respectfully,

Sandy Edwards

Territory Sales Manager

dy Columida

cc: Rexel - Fort Myers

Item Number: B.(3)

Meeting Date: 11/4/2019

Item Type: CONSENT AGENDA

## AGENDA REQUEST FORM CITY OF CAPE CORAL



#### TITLE:

Resolution 332-19 Recommended Additional 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 of two additional fund balances 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:**

1. Financial Management Policies

#### PREPARED BY:

Suzanne Lopez Division- Administration Department- Financial Services

## SOURCE OF ADDITIONAL INFORMATION:

Victoria Bateman, Financial Services Director

ATTACHMENTS:

**Description** Type

#### RESOLUTION 332 - 19

A RESOLUTION OF THE CITY OF CAPE CORAL ADOPTING AMENDED 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, Resolution 240-18, and Resolution 293-19; and

WHEREAS, on September 5, 2019, City Council approved the creation of two special funds: one for FEMA reimbursement and one for sales proceeds from surplus property; and

WHEREAS, the Financial Services Director recommends that the attached Financial Management Policies, with the addition of the two newly created special funds, 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, 240-18, and 293-19, 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 THI SESSION THIS DAY OF	E CITY OF CAPE CORAL AT ITS REGULAR, 2019.
VOTE OF MAYOR AND COUNCILMEME	JOE COVIELLO, MAYOR BERS:
COVIELLO GUNTER CARIOSCIA STOUT	NELSON WELSH WILLIAMS COSDEN
ATTESTED TO AND FILED IN MY OF 2019.	FICE THIS DAY OF,
	KIMBERLY BRUNS

APPROVED AS TO FORM:

DOLORES D. MENENDEZ CITY ATTORNEY

res/Financial Management Policy Amendment

## 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 Citywide 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 oversite 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. FIDICUARY 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:

## Minimum Amount

1. Unassigned 2 months operating expenditures

\*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.

## 2. Committed/Reserved

Minimum Amount

a. Disaster \$6,000,000

The disaster reserves are to be used in emergency situations and as a match for Federal Emergency Management Agency (FEMA) funds.

b. Capital Equipment \$1,500,000

c. Facilities Maintenance \$ 500,000

d. Economic Development Incentives \$ 544,000

- e. <u>Sale Proceeds from Surplus Property, amount to be determined based upon sale of property.</u>
- f. <u>FEMA Reimbursement Hurricane Irma, amount to be determined based upon receipts from FEMA.</u>

## 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:

## Minimum Amount

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.

Item Number: F.(1)

Date: Item

Meeting 11/4/2019

Type:

**APPOINTMENTS TO BOARDS / COMMITTEES / COMMISSIONS** 

**AGENDA REQUEST FORM** CITY OF CAPE CORAL



## TITLE:

Discussion of Charter Review Commission - Brought forward by Councilmember Cosden

## **REQUESTED ACTION:**

Approve or Deny

## STRATEGIC PLAN INFO:

1. Will this action result in a Budget Amendment?

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**:

Memo to Mayor and City Council

## PREPARED BY:

Division-Department-

## **SOURCE OF ADDITIONAL INFORMATION:**

#### ATTACHMENTS:

**Description Type** 

Memo to Mayor and Council **Backup Material** 



## CITY CLERK'S OFFICE MEMORANDUM

TO: Mayor and City Council

FROM: John Szerlag, City Manager

Connie Barron, Assistant City Manager

Kimberly Bruns, City Clerk

DATE: October 18, 2019

SUBJECT: Charter Review Commission inquiries

The purpose of this memo is to provide follow-up information regarding the Charter Review Commission inquiries at your October 7, 2019 Regular Council Meeting.

In January of 2019, the Charter Review Commission presented recommendations for your consideration. A copy of that presentation is attached.

Should Mayor and Council decide to move forward with an Ordinance regarding any of these existing recommendations or any new recommendations by a newly created Charter Review Commission, please note that following:

Per the Lee County Supervisor of Election's Office, if needed, a municipality may submit referendum items to LEESOE as follows:

- Up to ten (10) items March 17, 2020, Presidential Preference Primary Election
  Deadline to provide official ballot language to LEESOE Monday, November 18, 2019,
  before 5:00 p.m.
- One (1) item August 18, 2020, Primary Election
  Deadline to provide official ballot language to LEESOE Monday, April 20, 2020, before
  5:00 p.m.
- One (1) item November 3, 2020, General Election
   Deadline to provide official ballot language to LEESOE Monday, July 6, 2020, before 5:00 p.m.

In Section 10.3 of the City Charter, the appointment of a Charter Review Commission is detailed. A copy of that section is attached. Our records indicate that the CRC has made recommendations to Council in 2019, 2015, and 2012.

Please let us know if you need anything further on this matter.

/kb

Attachments: 2019 Charter Review Commission recommendations

Excerpt from the Charter – 10.03 Charter amendment





Recommended changes to the city charter

## Commissioners:

Anthony Bennie
John McNamara
Joe Stewart, Alternate

Phyllis Jenkins Ryan Peterson, Chair Andrew Sund Skip Kitchen, Vice Chair Giovanni Robinson

Council Liaison: Marilyn Stout

12/26/2018

## §4.02. - Eligibility



§4.02 is titled "Eligibility" and notes the requirements to be eligible to hold city office. However, the means by which proof of eligibility is established is located in section 4.05 Candidate qualifications and election.

It is the opinion and recommendation of the CRC that the means by which proof of eligibility is established be moved from §4.05b to §4.02.

Affected sections: 4.02, 4.05b

## §4.03. - Election and terms



The CRC recommendation is to move the city's general election to even years to coincide with state and federal elections. The purpose of the proposed change is primarily to increase voter participation but also to lower the cost of elections.

Affected sections: 4.03a

## §4.06a. – Mayor; mayor pro tem



This section of the charter gives the Mayor, or Mayor Pro Tem in the Mayor's absence, the power to veto line items in the city budget. The recommendation of the CRC is to remove the power to veto budget line items from the charter. Our city's form of government does not lend itself to a line item veto.

Affected sections: §4.06a, §4.06b, §4.16d

## §4.10a. – Prohibitions



The recommendation of the CRC is to add language to clarify that a Mayor or Council member may not contract with the city during their active term or one year after the expiration of their active term. This will make reference to contracting consistent with direct employment mentioned earlier in §4.10a.

Affected sections: §4.10a

## Leveraging technology



The recommendation of the CRC is to add language "online at no cost" and replace "printing" with "publishing" to the following subsections:

- §4.21b Authenticating and recording; codification; printing
- §4.21c Authenticating and recording; codification; printing
- §7.08 Public records

Requiring the city post a copy of the Cape Coral city code online at no cost. Requiring the city post a copy of the Cape Coral budget and capital program online at no cost.

Affected sections: §4.21b §4.21c, §7.08

# §9.03a Number of signatures



The recommendation of the CRC to change the number of signatures from 15% to 10% of the total number of electors for initiative and referendum petitions. This will align with the city's requirement for citizen initiated ballots.

Affected sections: §9.03a

Excerpt from the City of Cape Coral Charter:

§ 10.03. - Charter amendment. Amendments to the City Charter may be proposed by any method authorized by law, including but not limited to petition of electors or by ordinance. Further, beginning in 2016 and at least every six (6) years thereafter, City Council shall appoint a Charter Commission consisting of seven (7) regular members and two (2) alternate members to make Charter amendment recommendations to City Council. When substituting for an absent member, an alternate member may vote and participate in all discussions of the Charter Commission in the same manner and to the same extent as the regular members of the Charter Commission. When not substituting for an absent member, an alternate member shall not vote on any matter before the Charter Commission, but may participate in all discussions of the Charter Commission in the same manner and to the same extent as the regular members of the Charter Commission. (Ord. 26-15, 6-15-15; approved by referendum vote on November 3, 2015)

Item

A.(1)

Number: Meeting

11/4/2019

Date: Item

**ORDINANCES/RESOLUTIONS -**

Type:

**Public Hearings** 

# **AGENDA** REQUEST FORM CITY OF CAPE CORAL



#### TITLE:

Ordinance 47-19 (AX 19-0001) Public Hearing

#### **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:

WHAT THE ORDINANCE ACCOMPLISHES:

An ordinance providing for the annexation of three parcels of land lying in Section 4, Township 44 South, Range 23 East, Lee County, Florida, as more particularly described herein; providing for redefinition of City boundaries. (Applicant: Harry Lowell, Trustee)

#### **LEGAL REVIEW:**

Brian R. Bartos, Assistant City Attorney

#### **EXHIBITS**:

Ordinance 47-19 (AX 19-0001) Staff Presentation Application Map displayed at Council Meeting

#### PREPARED BY:

Division-Department-

#### SOURCE OF ADDITIONAL INFORMATION:

Chad Boyko, Senior Planner

### ATTACHMENTS:

### **Description**

- Ordinance 47-19 (AX 19-0001)
- Staff Presentation
- Application
- Map displayed at Council meeting

# Туре

Ordinance

Backup Material

Backup Material

Backup Material

#### ORDINANCE 47 - 19

AN ORDINANCE PROVIDING FOR THE ANNEXATION OF THREE PARCELS OF LAND LYING IN SECTION 4, TOWNSHIP 44 SOUTH, RANGE 23 EAST, LEE COUNTY, FLORIDA, AS MORE PARTICULARLY DESCRIBED HEREIN; PROVIDING FOR REDEFINITION OF CITY BOUNDARIES; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, HARRY LOWELL, TRUSTEE, the owner of the real property subject to this Ordinance, has petitioned the Cape Coral City Council for the annexation of said real property to the City of Cape Coral; and

WHEREAS, the aforesaid petition bears the signature of HARRY LOWELL, TRUSTEE, the owner of the property proposed to be annexed; and

WHEREAS, the City of Cape Coral desires to assume fire department service, and water, wastewater and irrigation utility services to the said real property following the annexation of said real property within the city's jurisdiction, as provided in section 171.093, Florida Statutes; and

WHEREAS, the City of Cape Coral desires to insure that the site is developed consistent with the development located within the City and which will be utilized in a manner that should prove beneficial to the City.

NOW, THEREFORE, THE CITY OF CAPE CORAL, FLORIDA, HEREBY ORDAINS PURSUANT TO THE LAWS OF FLORIDA, AND OTHER APPLICABLE LAWS, THIS ORDINANCE:

SECTION 1. After considering the application from HARRY LOWELL, TRUSTEE, the City Council has determined that the property proposed to be annexed to the City is contiguous to the City's boundaries, reasonably compact, and such annexation will not result in the creation of enclaves.

SECTION 2. The City of Cape Coral hereby annexes to the incorporated City limits the following described real property:

A PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF LEE, LYING IN SECTION 4, TOWNSHIP 44 SOUTH, RANGE 24 EAST, BEING THAT PART OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) LYING SOUTH AND EAST OF PINE ISLAND ROAD, AND THAT PART OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) LYING SOUTH AND EAST OF PINE ISLAND ROAD, ALL LYING AND BEING IN SECTION 4, TOWNSHIP 44 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, LESS AND EXCEPT THAT PORTION THEREOF DESCRIBED IN ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 2360, PAGES 162 THROUGH 164, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

A map depicting the area to be annexed is attached hereto as Exhibit A.

SECTION 3. The legal description of the boundaries of the City of Cape Coral is hereby amended to include the aforesaid property as a part of the municipality of the City of Cape Coral, Florida, and under the full jurisdiction of the municipality of Cape Coral.

SECTION 4. The City of Cape Coral elects to assume fire department service, and water, wastewater and irrigation utility services to the said real property following the annexation of said real property within the city's jurisdiction, as provided in section 171.093, Florida Statutes.

SECTION 5. Severability. In the event that any portion or section of this ordinance is determined to be invalid, illegal or unconstitutional by a court of competent jurisdiction, such decision shall in no

manner affect the remaining portions or sections of and effect.	this ordinance which shall remain in full force
SECTION 6. Effective Date. This ordinance shall by the Cape Coral City Council.	become effective immediately after its adoption
ADOPTED BY THE COUNCIL OF THE CITSESSION THIS DAY OF	
	JOE COVIELLO, MAYOR
VOTE OF MAYOR AND COUNCILMEMBERS:	
COVIELLO GUNTER CARIOSCIA STOUT	NELSON STOKES WILLIAMS COSDEN
ATTESTED TO AND FILED IN MY OFFICE 2019.	THIS, DAY OF,
	KIMBERLY BRUNS CITY CLERK
APPROVED AS TO FORM:	

ASSISTANT CITY ATTORNEY

ord\ax19-0001

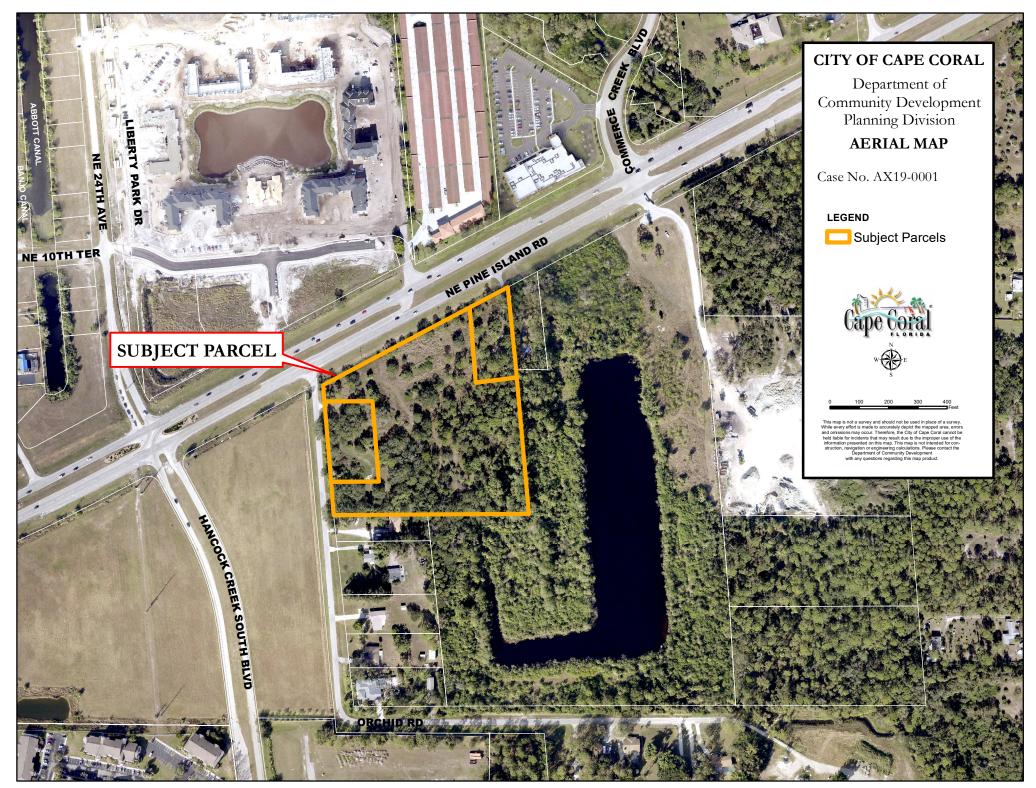


Exhibit A

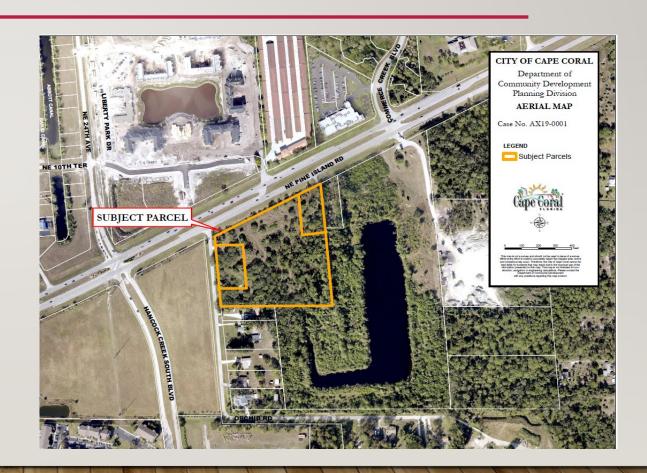
# AX19-0001

CAPE CORAL CITY COUNCIL

**NOVEMBER 2, 2019** 

# AX19-0001

- Applicant: Harry Lowell
- Location: Pine Island Road / East of Orchid Boulevard
- Size: 9.21 acres
- Request: Voluntary Annexation into Cape Coral from Unincorporated Lee County



# FINDINGS OF FACT

- Site is undeveloped and consists of 3 parcels.
- Frontage on Pine Island Road.
- Adjacent to City on 2 side north and west.
- Applicant has stated a desire to develop commercial uses.
- A Future Land Use Amendment and rezone has been filed.

# RECOMMENDATION

- The annexation meets all standards in the Comprehensive Plan and Florida Statutes.
- Staff recommends approval.



# Department of Community Development

Case # ANNEXATION	
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# REQUEST FOR VOLUNTARY ANNEXATION IN CONFORMITY WITH PROVISIONS OF FLORIDA STATUTES, CHAPTER 171

FEE: \$500.00 First 3 acres plus \$220.00 each additional acre over 3 up to 20 acres; \$22.00 per acre over the first 20. In addition to the application fee, all required advertising costs are to be paid by the applicant prior to the public hearing (ORD 39-03, Sec. 5.4).

APPLICANT/OWNER OF PROPERTY	Address:
Harry Lowell	12995 S. Cleveland Ave, Ste. PBS-34
	City: Fort Myers State: FL Zip 33907
Email: hlowell42@yahoo.com	Phone:
AUTHORIZED REPRESENTATIVE	Address:
Banks Engineering	10511 Six Mile Cypress Parkway, Ste. 101
	City: Fort Myers State: FL Zip 33966
Email: shewitt@bankseng.com	Phone: _239-939-5490
Legal Description	
2500 & 2560 NE Pine I Address of Property 1570 Orchid Rd.	sland Rd., Plat Book Page 04-44-24-00-00009.0000, 04-44-24-00-
Current Zoning AG-2 Str	ap Number00009.0020, 04-44-24-00-0009.0030
THIS APPLICATION SHALL ALSO HAVE ANY ADD	DITIONAL REQUIRED SUPPORTING DOCUMENTS
The owner of this property, or the applicant a Cape Coral and to all applicable Federal, Sta supplied is correct to the best of their knowledge.	agrees to conform to all applicable laws of the City of ate, and County laws and certifies that all information be.
HAME (PLEASE TYPE OR PRINT)	AUTHORIZED SIGNATURE TANT.
	MUST BE NOTARIZED)
Sworn to (or affirmed) and subscribed before me the subscribed before me who is personally as identification.	e this 7 day of February, 209, by known or produced
Exp. Date: _//	16/21 Commission Number:
JENNIFER M. SHEPPARD  JENNIFER M. SHEPPARD  MY COMMISSION # GG 134321  EXPIRES: November 16, 2021  EXPIRES: November 16, 2021	tary Public: Amy Duppaul



# **Department of Community Development**

### AUTHORIZATION TO REPRESENT PROPERTY OWNER(s)

PLEASE BE AD		Banks Engineerin	<u> </u>		
COMMISSION/ L APPEALS AND/ Annexation	AND ADDRESS AND AD				
(Type of Public F	BLOCK	LOT(S)	Exception, Variance, etc.)  SUBDIVISION		
OR LEGAL DES	CRIPTION				
LOCATED IN T	HE CITY OF CA	PE CORAL, COUN	ITY OF LEE, FLORIDA.		
	OWNER (Please F		PROPERTY OWNER (Please Print)  From Grand - Trusted		
PROPERTY C	WNER (Signatur	e & Title)	PROPERTY OWNER (Signature & Title)		
STATE OF EL	, COUNTY OF	Lee			
Subscribed and sw Hamy M. Lowe as Identification.		ed) before me this s personally known			
	Exp. Da Signatui	re of Notary Public	ommission Number: -		
JENNIFER M. SHE MY COMMISSION # C EXPIRES: November	GG 134321	name of Notary Pu	blic: Vennifer M. Sheppand		

Note: Please list all owners. If a corporation, please supply the Planning and Growth Management Division with a copy of corporation papers.

Bonded Thru Notary Public Underwriters



### Department of Community Development

#### ACKNOWLEDGEMENT FORM

I have read and understand the above instructions. Hearing date(s) will be confirmed when I receive a copy of the Notice of Public Hearing stipulating the day and time of any applicable hearings.

I acknowledge that I, or my representative, must attend any applicable meetings scheduled for the Planning & Zoning Commission/Local Planning Agency, Board of Zoning Adjustments and Appeals, and Council.

I will have the opportunity, at the hearing, to present verbal information pertaining to my request that may not be included in my application.

I understand any decision rendered by the CITY shall be subject to a thirty (30) day appeal period. Any work performed within the thirty (30) day time frame or during the APPEAL process will be completed at the applicant's risk.

Please obtain all necessary permits prior to commencing any phase of construction.

I hereby acknowledge that I have read and understood the above affidavit on the

Please indicate on a separate sheet those persons to whom you wish a copy of the Public Hearing Notice sent.

By submitting this application, I acknowledge and agree that I am authorizing the City of Cape Coral to inspect the subject property and to gain access to the subject property for inspection purposes reasonably related to this application and/or the permit for which I am applying.

7	day of	February	, 20	19
Harry Lowell / NAME (PLEASE T	Lowell-Truste YPE OR PRINT)	APPLIÇÂN	IT'S SIGNATURE	Truste
STATE OF	COUNTY OF	Lee		
Subscribed and swo farmy M , Low as identification.	orn to (or affirmed) before me	this	day of February	, 20 <u>/</u> 9 by
JENNIFER M MY COMMISSION EXPIRES: Noven	SHEPPARD Signature of Notary # GG 134321 Printed name of No	()	Number:  WWW Dupp  Jennifer M.	aul Sheppara

# PLANNING DIVISION STAFF REPORT AX19-0001

SITE ADDRESS	APPLICANTS/PROPERTY OWNERS
2500 NE Pine Island Road	Harry Lowell
2650 NE Pine Island Road	
1570 Orchid Road	

#### **SUMMARY OF REQUEST**

The applicant proposes to voluntarily annex three parcels totaling 9.21 acres from Lee County jurisdiction into the City of Cape Coral pursuant to Section 171.044, F.S.



MAP SOURCE

#### **STAFF RECOMMENDATION:** Approve

Positive Aspects of	Site is adjacent to property within the City of Cape Coral. The annexation provides	
Application:	opportunity for commercial development.	
Negative Aspects of	The site abuts some existing residential development.	
Application:		
Mitigating Factors:	Residential properties are within Lee County and can be buffered and screened	
	through Cape Coral land development regulations.	

#### **Site Information**

**Urban Service Area:** Not applicable. If annexed, the site would be in the Urban Service Transition area.

City Water and Sewer: Not applicable. The site is not within the City of Cape Coral, however, water and sewer

should be available by extension.

Street Access: The site has road frontage on Pine Island Road, a state-maintained principal arterial, and

Orchid Road, a Lee County maintained local road.

**STRAP Numbers**: 04-44-24-00-0009.0000

04-44-24-00-0009.0020 04-44-24-00-0009.0030

Block/Lot(s): The site is not platted within a subdivision.

#### Zoning and Land Use Information – Site is within Lee County:

Subject Property:	Future Land Use	Zoning
<b>Current:</b>	Commercial (Lee County Designation)	Agricultural (AG-2)

Surrounding Areas	Future Land Use	Zoning
North:	Pine Island Road District (PIRD)	Lee County Zoning
South:	Sub-Outlying Suburban (Lee County	Residential (RS-1/Lee County Designation)
	Designation	
East:	Commercial (Lee County Designation)	R-1B
West:	PIRD	Α

#### **Background**

The 9.21 site consists of three parcels on the south side of Pine Island Road. The site is at the southeast corner of NE Pine Island Road and Orchid Road. NE Pine Island Road is a state-maintained principal arterial and Orchid Road is a Lee County-maintained local road. The site is in unincorporated Lee County and has a future land use designation of "Commercial" and a zoning of Agricultural (AG-2); both Lee County designations. The applicant has also filed a Future Land Use Map aAmendment to amend the site's future land use to Pine Island Road District (PIRD) and a rezoning application to amend the site's zoning to Corridor (CORR).

The site is undeveloped and occupied by native and non-native plant species. Surrounding development consists of multifamily to the north, undeveloped property to the east and west and single-family homes to the south.

The site is adjacent to the Cape Coral city limits to the north and west, however, the site is separated from these properties by NE Pine Island Road and Orchid Road to the north and west, respectively. The applicant has indicated in their "Letter of Intent" that they are requesting the voluntary annexation to "create an intersection more suitable for consistent development pattern under unified land use and zoning categories with the City limits."

#### Additional Site Information

#### **Protected Species**

The applicant has not submitted an Environmental Species Survey, however, the applicant will be required to submit the survey prior to any development of the site. Should protected species be identified on the site as part of the development review of the site, the City will abide by Policy 1.2.5 of the Conservation and Coastal Management Element, which states:

<u>"Policy 1.2.5:</u> The City will assist in the implementation of and compliance with all state and federal regulations concerning species listed as endangered, threatened, species of special concern, or commercially exploited by monitoring development activities, providing information on listed species in building permit packages, and assisting in investigations as requested."

#### **Utilities**

The undeveloped site is surrounded by property in the Urban Services Transition area as designated by the City Comprehensive Plan and would be included in the Transition Area upon annexation.

#### Soils and Drainage

The site has two soil classifications; Wabasso Fine Sand and Pineda Fine Sand. This soil has severe limitations for development, which are typically overcome using various engineering solutions such as importing fill. The soil types may present an obstacle to future land development although special feasibility studies may be required.

#### **Impact Assessment Summary**

#### **Impact Assessment Summary:**

The following calculations summarize approximate conditions for each municipal service analyzed. A more complete analysis of each service is included in the text that follows the calculations. To determine the impact assessment, we used the current County land use and zoning designations to determine the existing impacts. Using the maximum allowed density, the purpose of this section is to determine the impact of annexing this property, with consideration of the maximum County-allowed density (thus developing the worst-case scenario analysis of the impacts involved with this annexation). Therefore, the impacts discussed in this assessment do not necessarily reflect the actual amount of dwelling units, population, traffic, etc.

The existing land use classification for these parcels within unincorporated Lee County is "Commercial." The zoning is Agriculture-2 (AG-2). The "Commercial" future land use designation does not allow for residential dwelling units and does not specify a maximum FAR. The "Commercial" future land use designation also requires a rezone through a Planned Development. As discussed in the analysis section, it takes a separate City process to change the land use and zoning to City standards<sup>1</sup>. To summarize the Florida Statute, in the period between annexation and amending the land use and zoning designations for newly annexed property, the designations that previously applied before annexation would still apply.

Type: <u>Dwelling Units</u>

**Under Existing** 

Zoning: N/A – Dwelling units are not allowed in the Commercial future land use designation.

Type: <u>Population</u>

**Under Existing** 

Zoning: N/A

**Commercial Square Footage** 

**Under Existing** 

Zoning: 200,593 sq. ft.<sup>2</sup>

Type: <u>Water Use</u>

Existing Generation: 1,600 gal/day
Facility Capacity: 30.1 MGD
Permitted Usage: 16.9 MGD
Avg. Daily Usage: 12.0 MGD

The City has been permitted water withdrawals not to exceed 16.93 million gallons per day. The potable water consumed by development permitted by future land use amendments would be evaluated as part of that review and concurrency requirements would be met. Currently, the site is not in the City's water service area, potable being water provided by

<sup>&</sup>lt;sup>1</sup> Florida Statute 171.062(2)

<sup>&</sup>lt;sup>2</sup> Based upon potential 0.5 FAR development

Lee County Utilities.

Type: <u>Sewage</u>

Existing Generation: 1,600 gal/day Facility Capacity: 28.4 MGD Avg. Daily Usage: 12.0 MGD

The wastewater generated by development permitted by future land use amendments would be evaluated as part of that review and concurrency requirements would be met. Currently, the site is not in the City's wastewater service area, with service being provided by Lee County Utilities.

Type: Solid Waste

Existing Generation: 95 lbs./day
Facility Capacity: 1,836 tons/day
Existing Demand: 1,384 tons/day

Capacity Available: Yes.

Type: <u>Traffic/Daily Trips</u>

Existing Generation: 200 AM peak trips/hour and 746 PM peak trips/hour<sup>3</sup>

Facility Capacity: Pine Island Road, a principal arterial roadway.

Capacity Available: Yes.

The traffic generated by development permitted by future land use amendments would be evaluated as part of that review and concurrency requirements would be met.

Type: <u>Fire Response Capacity</u> City fire resources can support this annexation.

Type: Police Resource Capacity
City police resources can support this annexation.

<sup>&</sup>lt;sup>3</sup> Based upon Shopping Center rate per ITE Trip Generation, 8<sup>th</sup> Edition

#### **Development Impact Analysis**

#### **Hurricane Evacuation**

The subject area is in Evacuation Zone B. However, few residential dwelling units are anticipated to be constructed in this area, thus having no impact on hurricane evacuation times.

#### Park Lands

The levels of service standard (LOS) for parkland and facilities are based on permanent population. With few dwelling units present to be added based on the proposed annexation, there would be little increase on park demand.

#### **Protected Species**

The City requires an environmental survey prior to the issuance of any land clearing, site clearing, or development permits. Any future land alteration activities will be preceded by the completion of an environmental survey identifying the presence of protected flora and fauna. Based on the results of the environmental survey, City, state, or federal protective or mitigation measures may be required by the developer to proceed.

#### **Recommendation:**

The City recommends approval of annexations to assist in combating the City deficit in commercial lands. The City also has the water, wastewater, police, and fire capability to accommodate new development on the site. The site is adjacent to other properties currently in the Cape Coral boundary fulfilling the Florida state statute requirements. Due to this, Planning Division staff recommends <u>approval</u> of the proposed annexation.

**Planning Staff Contact Information** 

Chad Boyko, AICP, Principal Planner

239-573-3162/cboyko@capecoral.net





Professional Engineers, Planners & Land Surveyors

April 5, 2019

Mr. Wyatt Daltry
Department of Community Development
City of Cape Coral
1015 Cultural Park Boulevard
Cape Coral, Florida 33990

**RE: ANNEXATION** 

LETTER OF INTENT – ORCHID RD & NE PINE ISLAND RD STRAP Nos. 04-44-24-00-00009.0000, 04-44-24-00-00009.0020 & 04-44-24-00-00009.0030

Dear Mr. Daltry:

Pursuant to our discussions, the property owner of the above referenced parcels, Harry Lowell, desires to annex the property into the jurisdictional bounds of the City of Cape Coral. The subject property consists of 9.21  $\pm$  acres and is located at the southeast corner of NE Pine Island Road and Orchid Road. It should be noted that the applicant is submitting concurrent applications for future land use amendment requesting Pine Island Road District (PIRD) and zoning amendment requesting Corridor (Corr). This letter of intent is provided along with the following attachments in support of the voluntary annexation application:

- 1. Application
- 2. Acknowledgement
- 3. Authorization to Represent
- 4. Legal Description
- 5. Deed of Ownership
- 6. Survey
- 7. Plat Sheet
- 8. Aerial Map
- 9. Existing County zoning and maximum allowable densities.

The subject property is currently located within Unincorporated Lee County and currently lies within Lee County's Commercial Future Land Use Category and is zoned Agricultural (AG-2). The subject property meets the statutory criteria for annexation as it is compact and contiguous to City boundaries. Properties to the north and west are within the City limits and property approximately 695 feet to the south and approximately ½ mile to the east are within the City limits. Annexation of these properties into the City of Cape Coral will create a unified intersection more suitable for consistent development patters under unified land use and zoning categories with the City limits. As illustrated in the below excerpt of the City Future

Land Use Map and submitted materials, the subject property is currently part of an isolated pocket of unincorporated land with property within the City in all directions. Approval of the annexation request will result in a more natural municipal boundary and create a more

compact City border.



As demonstrated above, the proposed annexation of the subject  $9.21 \pm$  acres into the City of Cape Coral is appropriate for the subject location. Should you or your staff have any questions or require further information, please do not hesitate to contact me at (239) 770-2527.

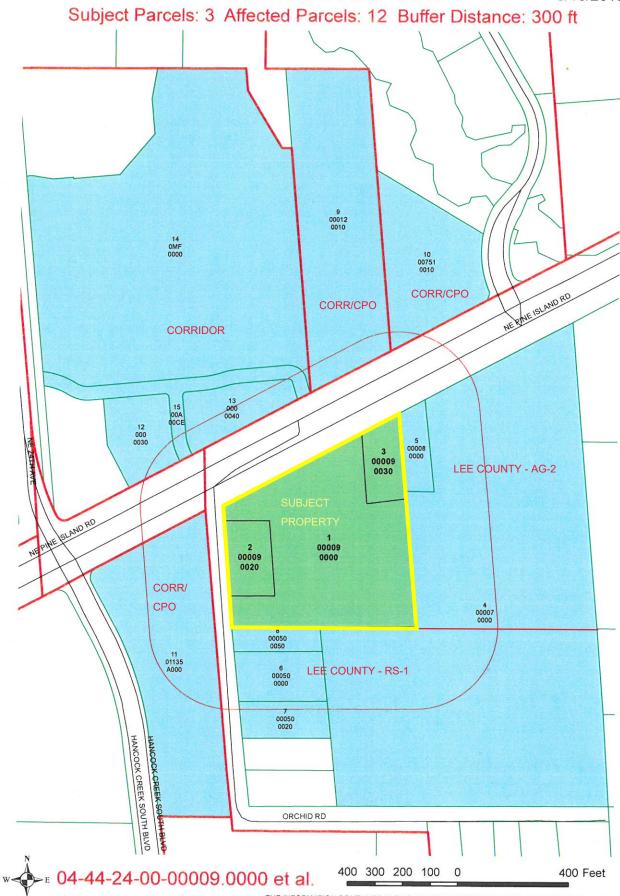
Sincerely,

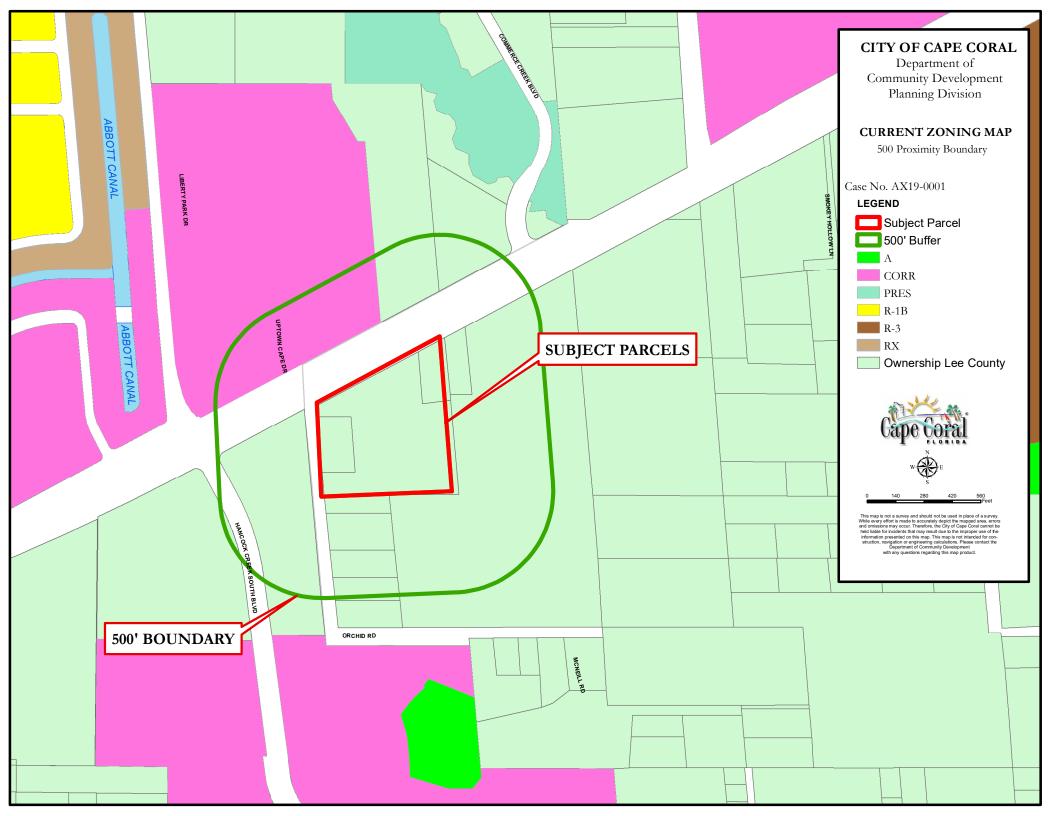
BANKS ENGINEERING

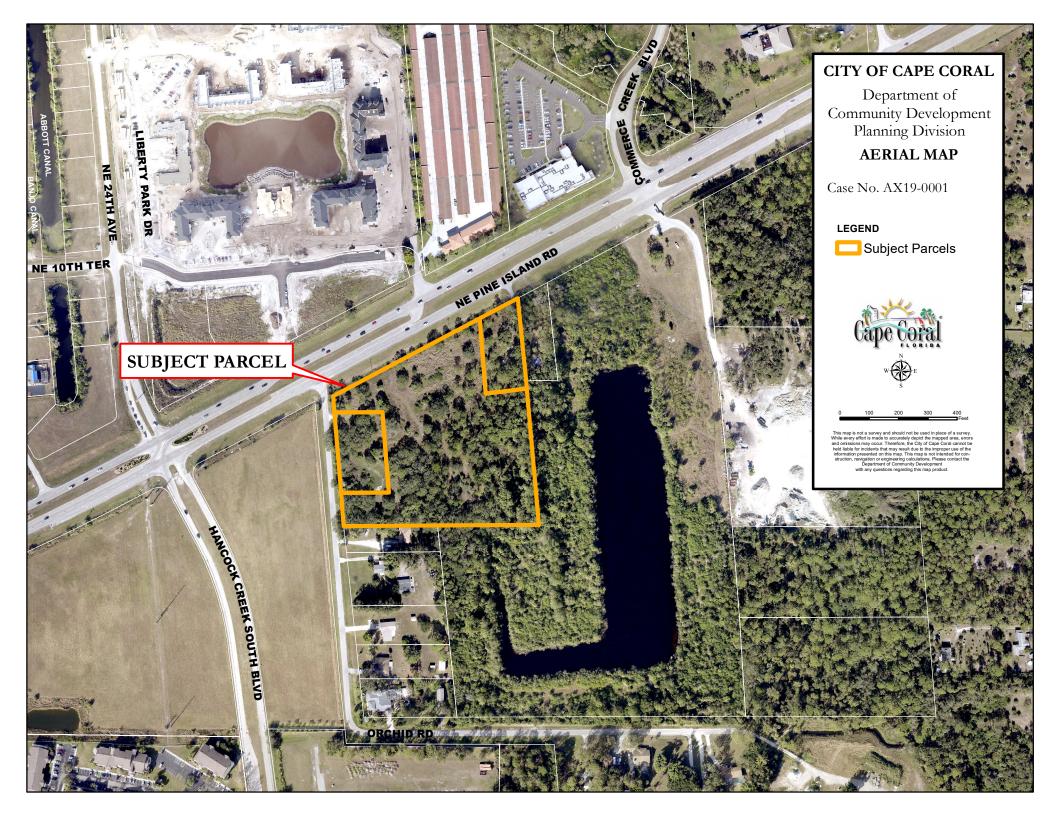
Stacy Ellis Hewitt, AICP Director of Planning

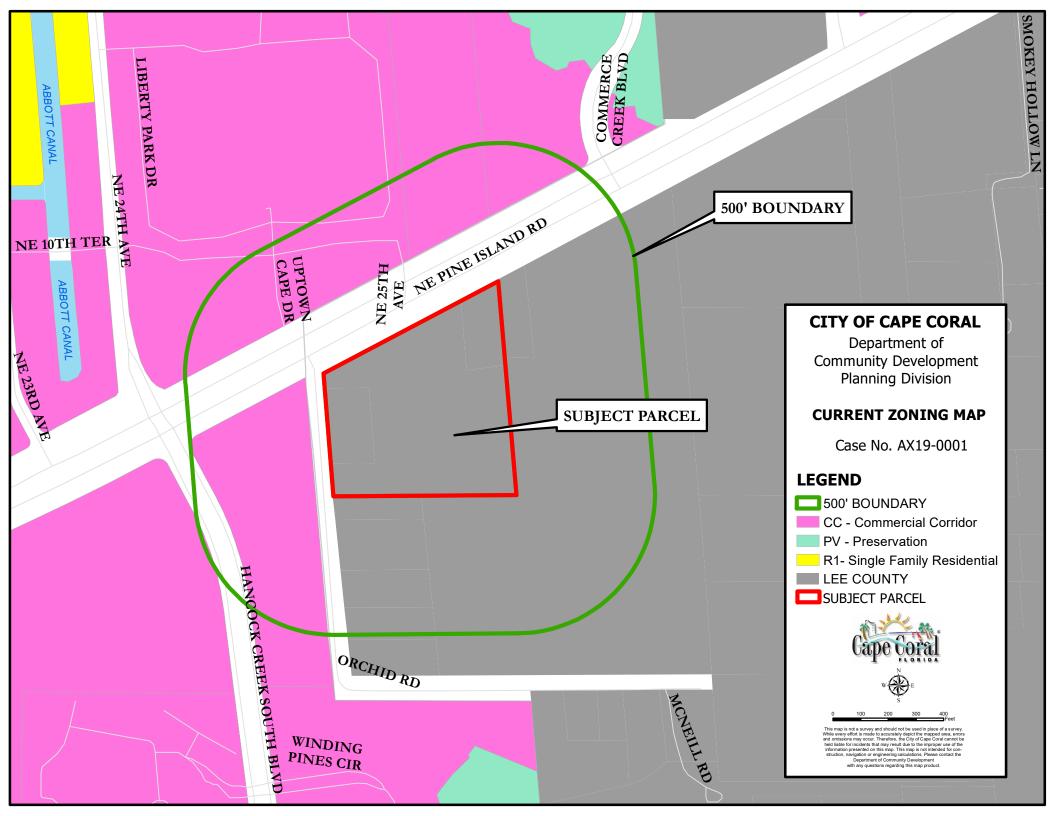


3/18/2019









Item

A.(2)

Number: Meeting

Date:

11/4/2019

Item

ORDINANCES/RESOLUTIONS -

Type:

**Public Hearings** 

# AGENDA REQUEST FORM CITY OF CAPE CORAL



#### TITLE:

Ordinance 50-19 Public Hearing

#### **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?

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

#### SUMMARY EXPLANATION AND BACKGROUND:

An ordinance declaring Lots 14-15, Block 5482, Unit 90, Cape Coral Subdivision, as unusable surplus real property not projected to be used for municipal purposes; authorizing the City manager to exchange said municipal surplus property for real property described as Lots 7-8, Block 5477, Unit 90, Cape Coral Subdivision; authorizing the conveyance of surplus real property described herein pursuant to Section 2-155 of the Code of Ordinances; authorizing and directing the Mayor and City Clerk to execute a deed conveying the surplus real property.

#### **LEGAL REVIEW:**

John E. Naclerio III, Assistant City Attorney

#### **EXHIBITS:**

Ordinance 50-19

MAP - CL 5477 7-8 agenda trade- granda

3642 NW 46th Place - Property Appraiser Property Data Sheet

3603 NW 47th Avenue - Property Appraiser Property Data Sheet

#### PREPARED BY:

Division-Department-Attorney

# SOURCE OF ADDITIONAL INFORMATION:

Dawn Andrews, Property Broker

# ATTACHMENTS:

	Description	Туре
D	Ordinance 50-19	Ordinance
D	MAP CL 5477 7-8 agenda trade - granda	Backup Material
ם	3642 NW 46th Place - Property Appraiser Property Data Sheet	Backup Material
ם	3603 NW 47th Avenue - Property Appraiser Property Data Sheet	Backup Material

#### ORDINANCE 50 - 19

AN ORDINANCE DECLARING LOTS 14 AND 15, BLOCK 5482, UNIT 90, CAPE CORAL SUBDIVISION, AS UNUSABLE MUNICIPAL SURPLUS REAL PROPERTY NOT PROJECTED TO BE USED FOR MUNICIPAL PURPOSES; AUTHORIZING THE CITY MANAGER TO EXCHANGE SAID MUNICIPAL SURPLUS PROPERTY FOR REAL PROPERTY DESCRIBED AS LOTS 7 AND 8, BLOCK 5477, UNIT 90, CAPE CORAL SUBDIVISION; AUTHORIZING THE CONVEYANCE OF SURPLUS REAL PROPERTY DESCRIBED HEREIN PURSUANT TO SECTION 2-155 OF THE CITY OF CAPE CORAL CODE OF ORDINANCES; AUTHORIZING AND DIRECTING THE MAYOR AND CITY CLERK TO EXECUTE A DEED CONVEYING THE AFOREMENTIONED SURPLUS REAL PROPERTY; PROVIDING SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the City of Cape Coral acquired a certain parcel of real property described as Lots 14-15, Block 5482, Unit 90, Cape Coral Subdivision, located at 3603 NW 47<sup>th</sup> Avenue; which has been determined by the City Manager to be surplus real property not projected to be used for municipal purposes; and

WHEREAS, City Code of Ordinances Chapter 2, Article VII, Division 3, Section 2-155(a), provides for City Council to declare certain City-owned real property surplus should the City Manager determine the property is not presently used for municipal purposes, nor projected in the foreseeable future to be used for municipal purposes; and

WHEREAS, City Code of Ordinances Chapter 2, Article VII, Division 3, Section 2-155(c) indicates prior to the sale or other disposition of any city-owned real property, an appraisal shall be obtained; and

WHEREAS, the City has obtained a recent appraisal of both parcels; and

WHEREAS, City Code of Ordinances Chapter 2, Article VII, Division 3, Section 2-155(e) provides for eight methods in which the City may divest itself of City properties. The Ordinance further states "The property may be traded or exchanged for another property, provided, however, that if the properties being traded are not equal or nearly equal in value, as determined by valid appraisals, additional consideration may be required"; and

WHEREAS, the City Council desires to convey the subject parcel as surplus real property pursuant to Section 2-155 of the City of Cape Coral Code of Ordinances in exchange for real property described as Lots 7 and 8, Block 5477, Unit 90, Cape Coral Subdivision; and

WHEREAS, Section 4.17 of the City Charter provides that conveyance of any lands owned by the City shall be by ordinance.

NOW, THEREFORE, THE CITY OF CAPE CORAL, FLORIDA, HEREBY ORDAINS THIS ORDINANCE AS FOLLOWS:

SECTION 1. The City Council hereby declares the real property described as Lots 14 and 15, Block 5482, Unit 90, Cape Coral Subdivision as recorded in Plat Book 24, Pages 12 to 29, inclusive, in the Public Records of Lee County, Florida, as surplus real property not presently used for municipal purposes, nor projected in the foreseeable future to be used for municipal purposes.

SECTION 2. The City Manager is hereby authorized to exchange the surplus real property described in Section 1.

SECTION 3. City Council hereby accepts the Real Estate Exchange Contract, attached hereto and made a part hereof as Exhibit A, from Francisco Martin Granda agreeing to exchange real property described as Lots 7 and 8, Block 5477, Unit 90, Cape Coral Subdivision, for the City-owned property described as Lots 14 and 15, Block 5482, Unit 90, Cape Coral Subdivision, pursuant to the terms set forth in the Real Estate Exchange Contract, with zero payment to the City for the difference between the two parcel values and the reimbursement of survey costs to Mr. Granda in the amount of \$375.00.

SECTION 4. The Mayor and City Clerk are hereby authorized to convey, by executing a warranty deed, the property described in Section 1 to Francisco Martin Granda.

SECTION 5. Severability. In the event that any portion or Section of this ordinance is determined to be invalid, illegal or unconstitutional by a court of competent jurisdiction, such decision shall in no manner affect the remaining portions or Sections of this ordinance which shall remain in full force and effect.

SECTION 6. Effective Date. This ordinance shall become effective immediately after its adoption by the Cape Coral City Council.

ADOPTED BY THE CITY COL	UNCIL OF THE CITY OF (	CAPE CORAL AT ITS REGULAR
COUNCIL SESSION THIS	DAY OF	, 2019.
· ·		
	JOE COV	TELLO, MAYOR
	3	,
VOTE OF MAYOR AND COU	NCILMEMBERS:	
COVIELLO	NELSON	
GUNTER	_ DISTRICT 5	VACANT
CARIOSCIA	WILLIAMS	6
STOUT	COSDEN	
* *		
ATTESTED TO AND FILED	IN MY OFFICE THIS	DAY OF,
2019.		
KIMBERLY BRUNS		
	CITY CL	ERK

APPROVED AS TO FÖRM:

JOHN E. NACLERIO III

ASSISTANT CITY ATTORNEY

ord\ Surplus Property-Declare & Exchange Crystal Lake Park-Granda

#### REAL ESTATE EXCHANGE CONTRACT

THIS IS A LEGALLY BINDING CONTRACT WHEN PROPERLY COMPLETED AND EXECUTED. IF NOT FULLY UNDERSTOOD, SEEK LEGAL ADVICE BEFORE SIGNING.

THIS AGREEMENT, made and entered into this	day of	, <u>2019</u> ,
by and between CITY OF CAPE CORAL, a Florida Municipal Co	orporation, hereinaft	ter referred to as
"FIRST PARTY" and Francisco Martin Granda, hereinafter refe	erred to as "SECOND	PARTY."

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

DESCRIPTION OF FIRST PARCEL: The FIRST PARTY, in consideration of the conveyance by
the SECOND PARTY hereinafter agreed to be made, hereby agrees to sell and convey to the SECOND
PARTY the following described real property, situate, lying and being in the City of Cape Coral,
County of Lee, State of Florida, more particularly described as follows:

Lots 14 and 15, Block 5482, Unit 90, Cape Coral Subdivision, as recorded in Plat Book 24, Pages 12-29, inclusive, in the Public Records of Lee County, Florida.

The above-described property is hereinafter referred to as the FIRST PARCEL.

2. **DESCRIPTION OF SECOND PARCEL**: The **SECOND PARTY**, in consideration of the conveyance by the **FIRST PARTY** hereinbefore agreed to be made, hereby agrees to sell and convey to the **FIRST PARTY** the following described real property, situate, lying and being in the City of Cape Coral, County of Lee, State of Florida, more particularly described as follows:

Lots 7 and 8, Block 5477, Unit 90, Cape Coral Subdivision, as recorded in Plat Book 24, Pages 12-29, inclusive, in the Public Records of Lee County, Florida.

The above-described property is hereinafter referred to as the **SECOND PARCEL**.

Jola Jola

- 3. MATTERS RELATING TO FIRST PARCEL: The following provisions contained in this paragraph shall apply solely to the transfer by the FIRST PARTY to the SECOND PARTY of the FIRST PARCEL:
  - (a) **FIRST PARTY** shall pay the outstanding lot mowing, stormwater and fire assessment charges that have been levied against the **FIRST PARCEL** prior to or at closing.
- 4. MATTERS RELATING TO SECOND PARCEL. The following provisions contained in this paragraph shall apply solely to the transfer by the SECOND PARTY to the FIRST PARTY of the SECOND PARCEL:
  - (a) **SECOND PARTY** shall payoff any and all outstanding lot mowing, stormwater and fire service assessment balance(s) for the **SECOND PARCEL** prior to or at closing.
  - (b) SECOND PARTY shall pay their prorated share of the current year's taxes without regard to discount at closing.
  - (c) **SECOND PARTY** understands and agrees that in the event probate proceedings are necessary with respect to the **SECOND PARCEL**, **SECOND PARTY** shall be solely responsible for any and all expenses needed to complete said probate proceedings.
  - 5. MATTERS APPLICABLE TO BOTH PARCELS.
  - (a) **CONVEYANCE**. The respective Grantor(s) shall convey title to the property to the respective Grantee(s) by Warranty Deed, subject to matters contained in this contract and taxes for the year of closing.
  - (b) **RESTRICTIONS AND EASEMENTS**. Grantee(s) shall take title to the property conveyed to them subject to:
    - (i) Zoning, restrictions and prohibitions imposed by governmental authority;
    - (ii) Restrictive covenants of record;

- (iii) Public utility easements of record, provided, however, said easements are located along the perimeter of the property and are not more than six feet (6') in width;
- (iv) Taxes for the year of closing and subsequent years;
- PARTY shall, at FIRST PARTY'S sole expense, obtain title insurance binders issued by a qualified title insurer, agreeing to issue to the Grantees title insurance policies for the FIRST and SECOND PARCELS in the amount of the value of the property indicated in Provision 10 insuring the title to that real property, subject only to liens, encumbrances, exceptions or qualifications set forth in this contract and those which shall be discharged by the respective Grantors at or before closing.
- (d) Each respective Grantee shall have fifteen (15) days from the date of receiving the evidence of title to examine same. If title is found to be defective, the Grantee shall, within said period of time, notify the Grantor of that parcel in writing specifying the defects. If said defects render the title unmarketable or uninsurable, Grantor shall have ninety (90) days from the receipt of such notice to cure the defects, and, if after said period Grantor shall not have cured the defects, Grantee shall have the option of (1) accepting the title as it then is, or (2) affording Grantor additional time to cure the defect(s); or (3) terminating this contract, by providing written notice, thereby releasing the parties of all further obligations under this contract.
- (e) **EXISTING MORTGAGES**. The respective Grantor(s) shall furnish estoppel letters from mortgagee(s) setting forth the principal balance, escrow balance, method of payment, whether the mortgage is in good standing. It shall be Grantor's obligation to obtain any satisfactions of mortgage required for closing.

See Addendum to Contract

- (f) **SURVEY**. If a Grantee desires a survey, Grantee shall have the property being conveyed to that Grantee surveyed at Grantee's expense prior to closing. If the survey shows an encroachment, the same shall be treated as a title defect.
- (g) **DOCUMENTS FOR CLOSING**. Each Grantor shall execute a Warranty Deed, Seller's Affidavit and other necessary closing documents provided by closing agent.
- 6. **CONDITIONAL CONTRACT**. This contract is expressly subject to approval by the Cape Coral City Council. If the Cape Coral City Council fails or refuses to authorize the purchase within forty-five (45) business days of the date when the executed contract by the **SECOND PARTY** is received by the **FIRST PARTY**, then this contract shall be null and void.

This contract is expressly subject to the adoption, by the City of Cape Coral Council, of an ordinance authorizing the exchange and the conveyance of the **FIRST PARCEL** to **SECOND PARTY**.

- 7. **CLOSING DATE**. This contract shall be closed and the deeds shall be delivered within thirty (30) business days after Council authorization unless extended by other provisions of this contract. Possession shall be granted on the same date unless otherwise agreed in writing.
- 8. **OTHER AGREEMENTS**. No agreements or representations, unless incorporated in this contract, shall be binding upon any of the parties, unless they are in writing and agreed to by all parties.
  - 9. **TIME IS OF THE ESSENCE** in the performance of this contract.
- 10. **EXPENSES**. Closing fee, title search and examine, title insurance and documentary stamps, which are required to be affixed to the instruments of conveyance, plus any other costs associated with the closing, shall be paid by the **FIRST PARTY** based on an appraised value of \$87,000.00 for the **FIRST PARCEL** and an appraised value of \$85,000.00 for the **SECOND PARCEL**.

1

- 11. PRORATION OF TAXES (REAL AND PERSONAL). Taxes shall be prorated based upon the current year's tax without regard to discount. If the closing takes place and the current year's taxes are not fixed, and the current year's assessment is available, taxes will be prorated based upon such assessment and the prior year's millage. If the current year's assessment is not available, then taxes will be prorated on the prior year's tax, provided, however, if there is a completed improvement of the subject premises by January 1 of the year of closing, then the taxes shall be prorated to the date of closing based upon the prior year's millage.
- 12. **ATTORNEY'S FEES AND COSTS**. In connection with any litigation arising out of the contract, the prevailing party shall be entitled to recover all costs incurred, including reasonable attorney's fees. The parties agree to venue in Lee County, Florida for any action arising out of this Contract.
- 13. This agreement may only be assigned or transferred by the **SECOND PARTY** with the written consent of the **FIRST PARTY**. All covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators, successors and assigns of the respective parties.
- 14. This agreement shall be interpreted, construed, and governed according to the laws of the State of Florida.
- 15. The invalidity or unenforceability of any particular provision of this agreement shall not affect the other provisions hereof, and the agreement shall be construed in all respects as if such invalid and unenforceable provisions were omitted.
- 16. The parties hereby agree that this Real Property Exchange Contract is for a proper municipal purpose and **FIRST PARTY** shall have the right to enter the **SECOND PARCEL** for the purpose of surveying, soil borings, or any other work as deemed necessary by the **FIRST PARTY**.

17. The place of closing and delivery of the deeds shall be at any local office located within the City of Cape Coral designated by FIRST PARTY.

See Assendum to Contract

- 18. **ENVIRONMENTAL AUDIT**: Either party may perform or have performed, at that party's expense, an environmental audit of the parcel they are purchasing. If such audit identifies environmental problems unacceptable to either party, then that party may elect to accept the property in its existing condition or that party may terminate this Agreement without obligation.
- 19. **REAL ESTATE COMMISSIONS**: The parties understand and agree that in the event the **FIRST PARTY** has knowledge of any existing or separate listing agreement for the **SECOND PARCEL**, then **FIRST PARTY**, at its option, may elect to notify and provide a copy of said contract to the Listing Broker. **SECOND PARTY** shall be solely responsible for any Broker's compensation, Realtor notification, or any other terms and conditions to any existing or separate listing agreement.
- 20. **DISCLOSURE OF BENEFICIAL INTERESTS**: **SECOND PARTY** agrees to comply with the provisions of Section 286.23(1), Florida Statutes, if applicable. Said section requires that, prior to conveying property owned by a trust, partnership, or other legal entity to a governmental unit, the representative of the entity shall make public disclosure in writing, under oath and subject to the penalties prescribed for perjury, which shall state the names and addresses of every person having a beneficial interest in the Real Property, however small or minimal.
- 21. **DEFAULT BY SECOND PARTY**. In the event **SECOND PARTY** defaults in the performance of this agreement, the **FIRST PARTY** shall be entitled to specific performance in addition to any other remedies available to **FIRST PARTY**.

4

# **IN WITNESS WHEREOF**, the parties have signed this contract on the date set forth below.

CITY OF CAPE CORAL, FLORIDA

Witness to A. John Szerlag	BY: _	A. John Szerlag City Manager	Date
Witness to Kimberly Bruns	BY: _	Kimberly Bruns	Date
Mylle.	BY:	Interim City Clerk  Alle	Bate 3-26
Witness Print Name: Nargaret Musa Gra  Many  Many  Witness	nda	Francisco Martin Granda	Date V
Print Name: NANCY SAN Che Z			
APPROVED AS TO FORM:			

#### ADDENDUM TO CONTRACT FOR REAL ESTATE EXCHANGE

THIS ADDENDUM to Contract for Real Estate Exchange, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2019, between Francisco Martin Granda, the Second Party and The City of Cape Coral, the First Party, covering the real property commonly known as \_\_\_\_ Lots 7 and 8, Block 5477, Unit 90 Cape Coral Subdivision, (Second Parcel) and Lots 14 and 15, Block 5482, Unit 90, Cape Coral Subdivision. (First Parcel) undersigned Parties hereby agree to the following:

- (f) SURVEY. Second Party has ordered a survey of the First Parcel. At closing, Second Party shall be reimbursed by the First Party for the full survey expenses incurred, in an amount no greater than \$400.00, four hundred dollars. See attached survey and copy of invoice marked as "Paid 07/24/2019."
- 2. ENVIRONMENTAL SURVEY: The First Party will provide the Second Party with an Environmental Survey conducted by the City's qualified ESA Certified Ecologist at First Party's expense. The purpose of the said Environmental Survey will be to verify that there are no known impediments that would affect the buildability of the First Parcel. If such Environmental Survey identifies problems unacceptable to either party, then that party may elect to terminate this Agreement without obligation.
- 3. Second's Party's intent for the First Parcel is to build a residence and boat dock for future use and enjoyment. First Party assures there is no legal / zoning impediment, imposed by the First Party, that would impede the construction, building and permitting of the said residence and boat dock. Notwithstanding the foregoing, Second Party acknowledges that additional governmental agencies, including, but not limited to, the Florida Department of Environmental Protection and the Army Corps of Engineers, may have certain requirements that must be met in order to permit and construct a boat dock.

Date

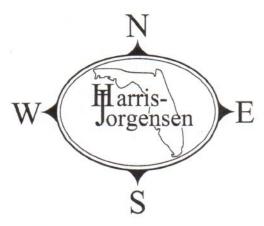
4. Paving/Completion of Roadway Adjacent to First Parcel: First Party will be completing the

months of closing.

Kimberly Burns

City Clerk

paving/construction of the roadway adjacent the First Parcel at First Party's expense within 6



3048 Del Prado Boulevard S.| Suite 100 Cape Coral, Fl. 33904 Phone No. 239-257-2624 Fax No. 239-257-2921

**Invoice Date** 7/10/2019

Invoice # 191455

**INVOICE** 

Bill To:

Job At:

Musa-Garr

3603 NW 47TH AVE CAPE CORAL FL 33993

<b>PLEAS</b>	E PAY
THIS AN	MOUNT

\$0.00

Make checks payable to: Harris-Jorgensen, LLC.

Please check box if address is incorrect or has changed, and indicate change(s) on reverse side.

PLEASE DETACH AND RETURN TOP PORTION WITH PAYMENT

#### Harris-Jorgensen, LLC.

3048 Del Prado Boulevard S. Suite 100

Cape Coral, Fl. 33904 Phone No. 239-257-2624 Fax No. 239-257-2921

Terms **Due Date** Rep Due on receipt 7/10/2019 **BFH** 

Due on receipt			
	Qty	Rate	Amount
		375.00	375.00
	2		
	_		
v 1			
vour curvovino			
	your surveying		your surveying

needs.

lotal

\$375.00

Past Due account accrue interest at the Florida Legal Rate of 18% per annum, together with any and all collection costs which include but are not limited to Attorney's fees and Court costs.

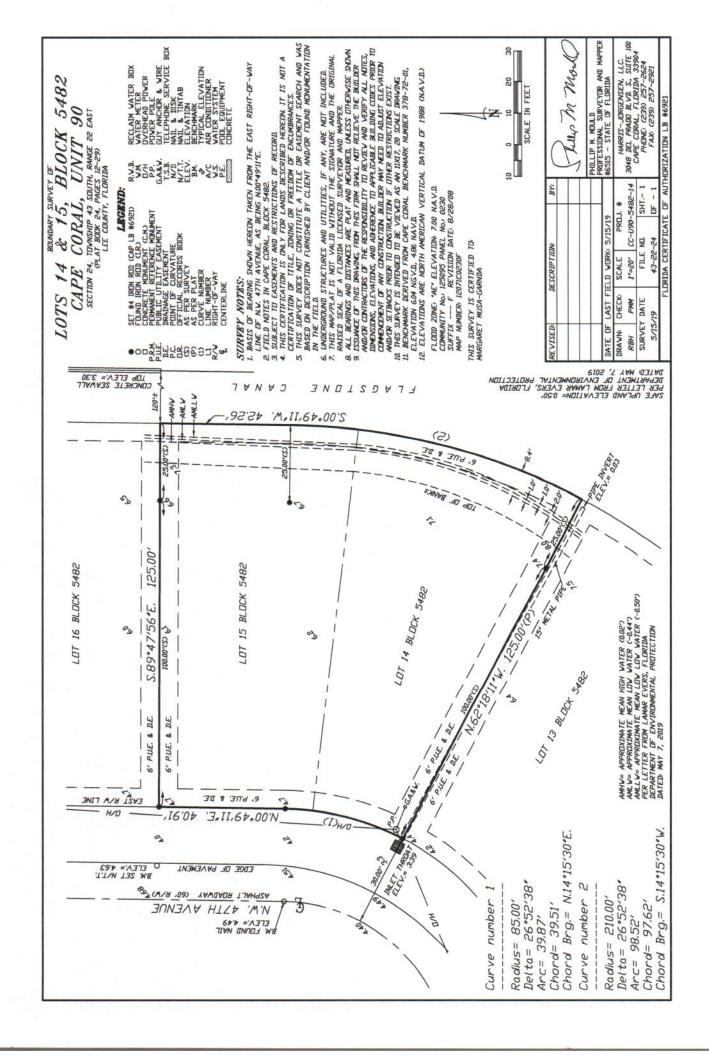
NOTE: INVOICES NOT PAID WITHIN 75 DAYS FROM FIRST DATE ISSUED, SHALL BE SUBJECT TO A PROFESSIONAL LIEN BEING PLACED UPON SAID REAL PROPERTY.

Invoice #

191455

Billing Inquiry? Call

239-257-2624







Tax Year 2018

Next Parcel Number Previous Parcel Number Tax Estimator Cape Coral Fees Tax Bills Print

## **Property Data**STRAP: 24-43-22-C1-05477.0070 Folio ID: 10007810

Owner Of Record - Sole Owner

GRANDA FRANCISCO MARTIN

13425 SW 38TH ST MIAMI FL 33175

**Site Address** 

3642 NW 46TH PL CAPE CORAL FL 33993

**Property Description** 

Do not use for legal documents!

CAPE CORAL UNIT 90 BLK 5477 PB 24 PG 22 LOTS 7 + 8

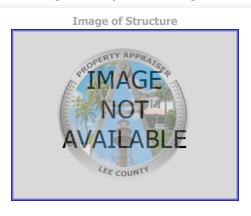
**Classification / DOR Code** 

VACANT RESIDENTIAL / 00



[ Pictometry Aerial Viewer ]

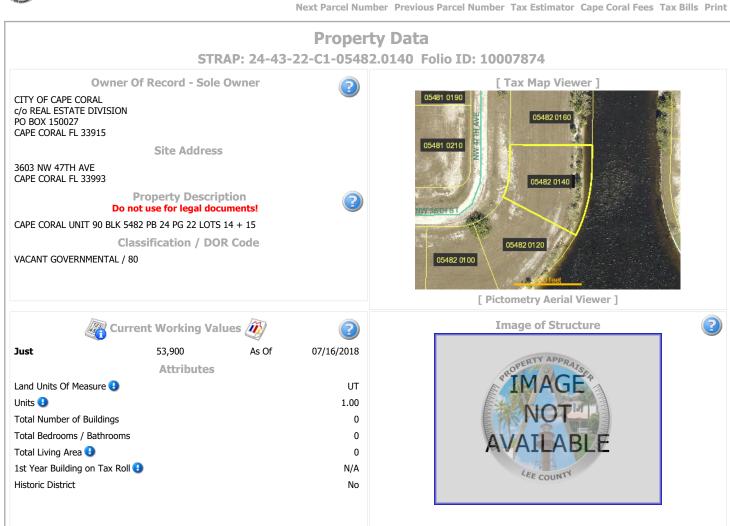




+	Exemptions
+	Values (2018 Tax Roll)
+	Taxing Authorities
+	Sales / Transactions •
+	Parcel Numbering History
+	Location Information
+	Solid Waste (Garbage) Roll Data
+	Flood and Storm Information
+	Appraisal Details (2018 Tax Roll)



Tax Year 2018



+	Exemptions
+	Values (2018 Tax Roll)
+	Taxing Authorities
+	Sales / Transactions
+	Parcel Numbering History
+	Location Information
+	Solid Waste (Garbage) Roll Data
+	Flood and Storm Information
+	Appraisal Details (2018 Tax Roll)

**Item** 

B.(1)

Number:

. ...

Meeting

11/4/2019

Date:

**ORDINANCES/RESOLUTIONS -**

Type:

**Introductions** 

## AGENDA REQUEST FORM CITY OF CAPE CORAL



#### TITLE:

Resolution 335-19 (VP 18-0010\*) Set Public Hearing Date for November 18, 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?

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:

**Hearing Examiner Recommendation:** The Hearing Examiner recommends that City Council approve the revised application for vacation, subject to the conditions set forth in VP HEX Recommendation 12-2019.

**Staff Recommendation:** Staff recommends approval.

#### SUMMARY EXPLANATION AND BACKGROUND:

An resolution providing for the vacation of plat for a portion of the Perch Canal right-of-way and the underlying public utility and drainage easements located adjacent to Lot 41, Block 4687, Unit 70, Cape Coral Subdivision; property located at 1713 Savona Parkway West.

#### **LEGAL REVIEW:**

Brian R. Bartos, Assistant City Attorney

#### **EXHIBITS**:

Resolution 335-19 (VP 18-0010) Hearing Examiner Recommendation Back up materials from HEX Hearing Staff presentation

#### PREPARED BY:

Division- Department- City Attorney

## **SOURCE OF ADDITIONAL INFORMATION:**

Justin Heller, Senior Planner

## ATTACHMENTS:

	Description	Туре
D	Resolution 335-19	Backup Material
D	Hearing Examiner Recommendation	Backup Material
D	Back up material from HEX Hearing	Backup Material
D	Staff Presentation	Backup Material

#### VP 18-0010

#### **RESOLUTION 335 - 19**

A RESOLUTION PROVIDING FOR THE VACATION OF PLAT FOR A PORTION OF THE PERCH CANAL RIGHT-OF-WAY AND THE UNDERLYING PUBLIC UTILITY AND DRAINAGE EASEMENTS LOCATED ADJACENT TO LOT 41, BLOCK 4687, UNIT 70, CAPE CORAL SUBDIVISION; PROPERTY LOCATED AT 1713 SAVONA PARKWAY WEST; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Petition was filed by JBH HOLDINGS, LLC, for the vacation of plat on property described herein; and

WHEREAS, the Petition meets the requirements of Land Use Development Regulations, Article VIII, Section 8.11, Vacation of Plats, Streets and Other Property of the Code of Ordinances of the City of Cape Coral and it is in the best interest of the public that such Petition be granted.

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

Section 1. The Petition meets the requirements of Article VIII, Section 8.11, of the Code of Ordinances of the City of Cape Coral and it is in the best interest of the public that such Petition be granted. The following-described canal right-of-way and the underlying public utility and drainage easements, as shown in Exhibit A, are hereby vacated by the City of Cape Coral, to wit:

A PORTION OF PERCH CANAL RIGHT OF WAY LYING ADJACENT TO LOT 41, BLOCK 4687, UNIT 70, CAPE CORAL SUBDIVISION AS RECORDED IN PLAT BOOK 22, PAGES 58 THROUGH 87 OF THE PUBLIC RECORDS OF LEE COUNTY CLERK OF COURT, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 41, BLOCK 4687, UNIT 70, CAPE CORAL SUBDIVISION AS RECORDED IN PLAT BOOK 22, PAGES 58 THROUGH 87 OF THE PUBLIC RECORDS OF LEE COUNTY CLERK OF COURT, LEE COUNTY, FLORIDA RUN S89°59'48"E ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAVONA PARKWAY WEST FOR A DISTANCE OF 46.90 FEET TO THE SOUTHEAST CORNER OF SAID LOT 41, ALSO BEING THE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING RUN N00°18'09"W ALONG THE WESTERLY RIGHT OF WAY LINE OF PERCH CANAL (80' WIDE), ALSO BEING THE EASTERLY LINE OF SAID LOT 41, FOR A DISTANCE OF 125.00 FEET; THENCE LEAVING SAID WESTERLY RIGHT OF WAY LINE RUN S12°58'53"E FOR A DISTANCE OF 106.97 FEET TO THE WATERWARD FACE OF A CONCRETE HEADWALL; THENCE RUN S11°54'33"E ALONG SAID CONCRETE HEADWALL FOR A DISTANCE OF 21.22 FEET TO SAID NORTHERLY RIGHT OF WAY LINE; THENCE RUN N89°59'48"W ALONG SAID NORTHERLY RIGHT OF WAY LINE; THENCE RUN N89°59'48"W ALONG SAID NORTHERLY RIGHT OF WAY LINE; THENCE RUN N89°59'48"W ALONG SAID NORTHERLY RIGHT OF WAY LINE FOR A DISTANCE OF 27.75 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 1,756 SQ FT. (MORE OR LESS)

BEARINGS ARE BASED ON NORTHERLY RIGHT OF WAY LINE OF SAVONA PARKWAY WEST, BEING S89°59'48"E.

Section 2. Applicant shall grant to the City an Easement for Right-of-Way, Utilities, Drainage, Bridge & Canal Renovation, attached hereto as Exhibit B, in, along, under, above and upon the following described land:

A PORTION OF PERCH CANAL RIGHT OF WAY LYING ADJACENT TO LOT 41, BLOCK 4687, UNIT 70, CAPE CORAL SUBDIVISION AS RECORDED IN PLAT BOOK 22, PAGES 58 THROUGH 87 OF THE PUBLIC RECORDS OF LEE COUNTY CLERK OF COURT, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 41, BLOCK 4687, UNIT 70, CAPE CORAL SUBDIVISION AS RECORDED IN PLAT BOOK 22, PAGES 58 THROUGH 87 OF THE PUBLIC RECORDS OF LEE COUNTY CLERK OF COURT, LEE COUNTY, FLORIDA

RUN S89°59'48"E ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAVONA PARKWAY WEST FOR A DISTANCE OF 46.90 FEET TO THE SOUTHEAST CORNER OF SAID LOT 41, ALSO BEING THE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING RUN N00°18'09"W ALONG THE WESTERLY RIGHT OF WAY LINE OF PERCH CANAL (80' WIDE), ALSO BEING THE EASTERLY LINE OF SAID LOT 41, FOR A DISTANCE OF 125.00 FEET; THENCE LEAVING SAID WESTERLY RIGHT OF WAY LINE RUN S12°58'53"E FOR A DISTANCE OF 106.97 FEET TO THE WATERWARD FACE OF A CONCRETE HEADWALL; THENCE RUN S11°54'33"E ALONG SAID CONCRETE HEADWALL FOR A DISTANCE OF 21.22 FEET TO SAID NORTHERLY RIGHT OF WAY LINE; THENCE RUN N89°59'48"W ALONG SAID NORTHERLY RIGHT OF WAY LINE FOR A DISTANCE OF 27.75 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 1,756 SQ FT. (MORE OR LESS)

BEARINGS ARE BASED ON NORTHERLY RIGHT OF WAY LINE OF SAVONA PARKWAY WEST, BEING S89°59'48"E.

Section 3. The applicant shall meet the following terms and conditions:

- 1. The vacation of the 1,756 square feet of canal right-of-way and underlying easements shall be consistent with that shown in the sketch and accompanying legal description prepared by Stouten Cramer entitled "Portion of Perch Canal Right of Way lying adjacent to Lot 41, Block 4687, Unit 70, Cape Coral Subdivision, Lee County, Florida," and prepared for Dalton Communities, attached hereto as Exhibit A.
- 2. The applicant shall provide to the City a right-of-way easement for the purpose of entering upon said property for the expansion of the canal system, including a right-of-way across said property for the maintenance, construction, and renovation of the canal or bridge system, and providing an easement across said property for utilities, including, but not limited to, water, sewer, electrical and drainage, to expand the existing canal and/or bridge in the future, and to survey, construct, operate, maintain, remove, replace or abandon drainage and/or utility facilities and to access the Easement Area to maintain, construct, renovate or to expand or enlarge the adjoining bridge and canal right of way. The Easement for Right-of-Way, Utilities, Drainage, Bridge & Canal Renovation is attached hereto as Exhibit B.
- 3. This resolution shall be recorded with the Lee County Clerk of Court by the City of Cape Coral. This resolution shall not be effectuated until the applicant reimburses the Department of Community Development for all recording fees associated with this resolution and the easement deed.

Section 4. This Resolution shall take effect upon its recording within the Office of the Lee County Clerk of Court by the City of Cape Coral.

ADOPTED BY THE CITY COUNCIL OF COUNCIL SESSION THIS DAY		
VOTE OF MAYOR AND COUNCILMEM	5	LLO, MAYOR
COVIELLO GUNTER CARIOSCIA STOUT	NELSON WELSH WILLIAMS COSDEN	
ATTESTED TO AND FILED IN MY OF 2019.	FFICE THIS	DAY OF,
	KIMBERLY I	

APPROVED AS TO FORM:

BRIAN R. BARTOS

ASSISTANT CITY ATTORNEY

res/vp18-0010

## **Description**

#### **Subject Parcel Description:**

A Portion of Perch Canal Right of Way lying adjacent to Lot 41, Block 4687, Unit 70, Cape Coral Subdivision as recorded in Plat Book 22, Pages 58 through 87 of the Public Records of Lee County Clerk of Court, Lee County, Florida, being more particularly described as follows:

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Said Parcel Contains 1,756 sq ft. (more or less)

Bearings are based on Northerly Right of Way line of Savona Parkway West, being S89°59'48"E.

### THIS IS NOT A SURVEY

Sheet 1 of 2

### Description to Accompany Sketch **Subject Parcel**

A Portion of Perch Canal Right of Way lying adjecent to Lot 41, Block 4687, Unit 70, Cape Coral Subdivision, Lee County, Florida

## A KING ENGINEERING COMPANY

ENGINEERING ASSOCIATES, INC.

CERTIFICATE OF AUTHORIZATION: LB2610 324 Nicholas Parkway West, Suite A, Cape Coral, FL 33991 Phone: (239) 673-9541 Fax: (239) 424-8181 www.kingengineering.com

Standards of Practice as set forth by the Florida Board of Professional Surveyors & Mappers in Chapter 5J-17, Florida Administrative Code, pursuant to Section 472.027 Florida

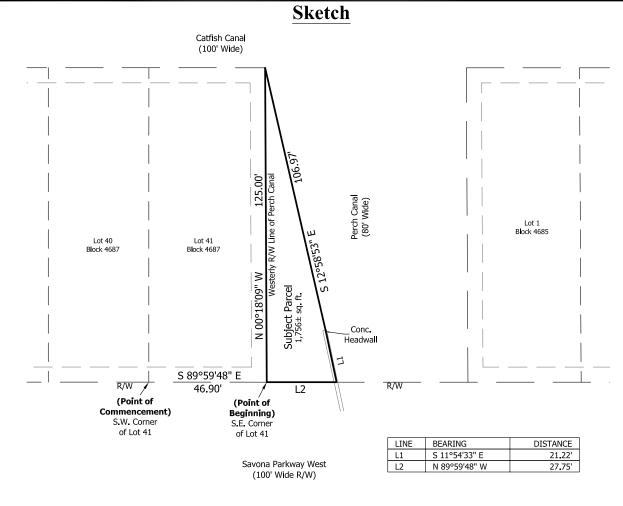
direction on October 16th, 2018 is in accordance with

Not Valid without Sheet 2 of 2

I hereby certify that, to the best of my knowledge and belief, the sketch and description represented hereon, made under my

JOB # 18-6209 PREPARED FOR: Dalton Communities DAVID KEITH CRAMER (FOR THE FIRM) FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO.6655 NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

## SECTIONS 04, TOWNSHIP 45S, RANGE 23E



#### SURVEY NOTES:

- . BEARINGS ARE BASED ON NORTHERLY RIGHT OF WAY LINE OF SAVONA PARKWAY WEST, BEING
- S89°59'48"E
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  AND MAPPER. COPYRIGHT 2018, KING ENGINEERING, INC., ALL RIGHTS RESERVED.
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Sketch to Accompany Description

#### **Subject Parcel**

A Portion of Perch Canal Right of Way lying adjecent to Lot 41, Block 4687, Unit 70, Cape Coral Subdivision, Lee County, Florida



#### THIS IS NOT A SURVEY

## STOUTENCRAMER A KING ENGINEERING COMPANY



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JOB # 18-6209	PREPARED FOR: Dalton Communities		
SECTION 04, T	OWNSHIP 45S, RANGE 23E		
DATE	REVISION		

I hereby certify that, to the best of my knowledge and helief, the sketch and description represented hereon, made under my direction on **October 16th**, **2018** is in accordance with Standards of Practice as set forth by the Florida Board of Professional Surveyors & Mappers in Chapter 51-17, Florida Administrative Code, pursuant to Section 472.027 Florida Statutes.

See Sheet 1 of 2 for Signature and Seal

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Sheet 2 of 2

# EASEMENT FOR RIGHT-OF-WAY, UTLITIES, DRAINAGE, BRIDGE & CANAL RENOVATION

his Grant of Easement, made this day of day of day of day of between JBH HOLDING'S LLC, a Florida limited liability company, whose mailing address is 4828 SW 17<sup>th</sup> Place, Unit #8B, Cape Coral, Florida 33914 as "Grantor", and the City of Cape Coral, a Florida municipal corporation, as "Grantee".

WITNESSETH that said Grantor, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted and conveyed to the said Grantee, and Grantee's successors and assigns forever, a perpetual non-exclusive right-of-way and public utility easement across the Easement Area herein described for the purpose of entering upon said property for the expansion of the canal system, including a right-of-way across said property for the maintenance, construction, and renovation of the canal or bridge system, and providing an easement across said property for utilities, including, but not limited to, water, sewer, electrical and drainage, to expand the existing canal and/or bridge in the future, and to survey, construct, operate, maintain, remove, replace or abandon drainage and/or utility facilities and to access the Easement Area to maintain, construct, renovate or to expand or enlarge the adjoining bridge and canal right of way in, along, under, above and upon the following described land, situate, lying and being in Lee County, Florida, to wit:

A portion of Perch Canal Right of Way lying adjacent to Lot 41, Block 4687, Unit 70, Cape Coral Subdivision as recorded in Plat Book 22, Pages 58 through 87, inclusive, of the Public Records of Lee County, Florida, and being more particularly described in Exhibit "A", attached hereto and incorporated herein by reference (the "Easement Area").

Reserving unto the Grantor, its successors and assigns forever, the right to construct, maintain, install, operate and place upon the "Easement Area" described herein, any surface improvements, including but not limited to, sidewalks, walkways, curbing, landscaping, and fencing, but excluding buildings or any structures with a foundation, provided that such improvements do not unreasonably interfere with the drainage and/or utility facilities constructed within said "Easement Area" or Grantee's ability to survey, construct, operate, maintain, remove, replace or abandon said drainage and/or utility facilities or to access, maintain, construct, renovate or to expand or enlarge the adjoining bridge and canal right of way. Grantor, its successors and assigns, agree to assume all liability for any damage to any surface and subsurface improvements constructed by Grantor within the above "Easement Area", which result from the actions of the Grantee, including but not limited to any construction, maintenance or repairs to the drainage and/or utility facilities located within the above described "Easement Area" in accordance with Section 5.1.6.G of the City of Cape

Page 1 of 2

Coral Land Development Code. Notwithstanding the foregoing, in the event the City, during the course of exercising the rights granted to it hereunder, is solely responsible for damaging and/or removing the seawall abutting the Easement Area, the City shall repair and/or replace the seawall at the City's sole cost.

In Witness Whereof, Grantors have hereunto set their hands the day and year first above written.

Witness  SHIMOIV HADAO  Print or Type Name	JBH HOLDING'S LLC, a Florida Limited/liability company  Jacob Ben-Haim, Manager
Witness Witness	
Colleen K. Howe Print or Type Name	
STATE OF: Plonda § COUNTY OF: Let §	
The foregoing instrument was acknowledged before	me this And day of Ochbor 2019, by Florida limited liability company and on behalf of the liability produced RDL BSD-434-53-389-0
company who is / is not personally known by me or has as identification and who did not take an oath.	produced 17 DL BSD-434-53-389-0 (Describe Identification) 155 8 13 19 exp 10 21 (2)
My Commission Expires: 3)2(23	Whannon to Calous I Notary Public Signature
Prepared by: CITY OF CAPE CORAL	SHANNON KOLAKOWSKI Notary Public - State of Florida Commission # GG 310746

My Comm. Expires Mar 12, 2023

P.O. BOX 150027

Resolution #335-19

CAPE CORAL, FLORIDA 33915-0027 STRAP: 04-45-23-C3-04687.0400

## **Description**

#### **Subject Parcel Description:**

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Not Valid without Sheet 2 of 2

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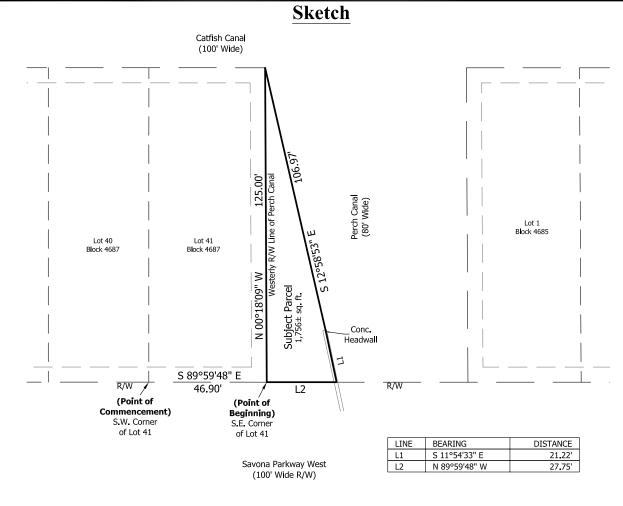
Sheet 1 of 2

JOB # 18-6209

PREPARED FOR: Dalton Communities

SECTIONS 04, TOWNSHIP 45S, RANGE 23E

DAVID KEITH CRAMER (FOR THE FIRM)
FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO.6655
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL
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#### SURVEY NOTES:

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Sketch to Accompany Description

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Sheet 2 of 2

## OFFICE OF THE HEARING EXAMINER, CITY OF CAPE CORAL HEARING EXAMINER RECOMMENDATION

VP HEX Recommendation 12-2019 Rendered August 9, 2019 DCD CASE # VP 18-0010

**APPLICATION FOR:** Vacation of right-of-way (ROW) and all underlying easements associated with property adjacent to the Perch Canal and platted easements associated with Lot 41, Block 4687

NAME OF APPLICANT/OWNER: JBH Holdings, LLC by Jacob Ben-Haim

NAME OF APPLICANT'S REPRESENTATIVE (SECOND HEARING ONLY): Scott Hertz, Esquire

PROPERTY ADDRESS: 1713 Savona Parkway West, Cape Coral;

Unit 70, Block 4687, Lots 40-41

**ZONING DISTRICT:** Residential Development (RD)

FUTURE LAND USE CLASSIFICATION: Single Family

HEARING DATE: May 7, 2019 and August 6, 2019

SUMMARY OF REQUEST: Owner requests to vacate:1

- +/- 1,756 square feet of right-of-way (ROW) and all underlying easements<sup>2</sup> adjacent to and associated with the Perch Canal, and
- +/- 678 square feet of platted easements associated with Lot 41, Block 4687<sup>3</sup>

#### SUMMARY OF HEARING EXAMINER RECOMMENDATION

The Hearing Examiner recommends that City Council **approve the revised application** for vacation, subject to the conditions set forth below.

#### I. NOTICE OF HEARING, CONTINUATION OF HEARING AND RECESS

This matter was scheduled to be heard on May 7, 2019 at 9:00 am in City Council Chambers. At the Hearing, based on the testimony of City Staff Justin Heller, the Hearing Examiner found that proper notice of the hearing had been provided, in accordance with the requirements of Article VIII, §8.3, Public Hearings, of the City of Cape Coral Land Use and Development Regulations ("LUDRs").

<sup>&</sup>lt;sup>1</sup> During the Hearing, Applicant's Representative testified that the Application was being revised as set forth below and that Applicant would be submitting a new Letter of Intent. Staff indicated that the staff recommendation of denial (based upon Public Works objections which were withdrawn at the Hearing Examiner Hearing) would be revised to a recommendation of approval with conditions, prior to the City Council Hearing.

<sup>&</sup>lt;sup>2</sup> Applicant's Representative modified the request for vacation of easements associated with the ROW during the Hearing on August 6, 2019, as set forth below.

Applicant's representative withdrew this second request during the Hearing on August 6, 2019, as set forth below.

Testimony was presented by staff and the Applicant.

Applicant requested the opportunity to engage in further discussions with Public Works staff in an attempt to address the concerns leading to the City's recommendation of denial of the Application.

The Hearing Examiner approved a continuance for that purpose. 4

Accordingly, this matter was continued to August 6, 2019, at 9:00 am, at which time the Hearing was held. During the Hearing, the Hearing Examiner called a thirty-five (35) minute recess at approximately 10:25 am on August 6, 2019, to allow Public Works staff to engage in the referenced discussions with Applicant's Representative and other City Staff.

The Hearing was resumed at 11:00 am, at which time Applicant's Representative, Deputy City Attorney Brian Bartos, and Public Works Planning Manager Persides Zambrano read their joint request into the record, as set forth below.

#### II. PARTICIPANTS IN HEARING

CITY ATTORNEY'S OFFICE: Deputy City Attorney Brian Bartos (second hearing only)

CITY STAFF: Justin Heller (Senior Planner, Community Development); Michael Struve, AICP (Planning Team Coordinator, Community Development); Bill Corbett, P.E. (Public Works Traffic Engineer); and Persides Zambrano, AICP (Public Works Planning Manager).

CITY CLERK'S OFFICE: Patricia Sorrels

APPLICANT'S REPRESENTATIVE: Scott Hertz, Esquire (second hearing only)

MEMBER OF PUBLIC: John Elwood spoke in favor of Application (second hearing only)

CORRESPONDENCE/TELEPHONE CALLS FROM PUBLIC: One telephone call

#### III. EXHIBITS

APPLICANT'S AND CITY STAFF'S EXHIBITS: previously submitted.

<sup>&</sup>lt;sup>4</sup> The Hearing Examiner observes that there appeared to be a failure of communication on the part of the City's Public Works Department to Applicant's Representative during the period between the first and second Hearings.

#### IV. REVIEW OF LUDR REQUIREMENTS

<u>Authority.</u> The Hearing Examiner has the authority to recommend approval or denial of an application for a vacation of a plat and associated easements pursuant to LUDR §9.2.3 b.8.

<u>Standard of Review of Evidence; Hearsay Evidence.</u> The Hearing Examiner's recommendation is based on whether the application meets all applicable requirements of the Comprehensive Plan, the City Code of Ordinances, and the LUDRs, upon review of the entirety of the record. Hearsay evidence may be used for the purpose of supplementing or explaining other evidence, but it shall not be sufficient by itself to support a finding unless it would be admissible over objection in court. The Hearing Examiner must consider all competent substantial evidence in the record as defined by LUDR § 8.3.1.C.3.b.

<u>LUDR Standards.</u> The Hearing Examiner reviewed the application in accordance with the standards set forth in LUDR § 8.11, *Vacation of plats, rights-of-way and other property*, in addition to the general standards set forth in the LUDRs and the City Comprehensive Plan.

<u>Site Visit by Hearing Examiner</u>. The Hearing Examiner conducted a site visit of the subject property prior to the first hearing, pursuant to the authority granted by the City's LUDRs.

#### V. TESTIMONY AT HEARING

#### Staff's Incorporation of Staff Report By Reference

Staff incorporated his staff report by reference into his presentation at the first Hearing.

#### Hearing Examiner's Recommended Findings of Fact.

All documentary and oral testimony referenced below is accepted by the Hearing Examiner as recommended findings of fact, except as specifically noted otherwise. The Hearing Examiner recommends that the City Council accept such testimony as findings of fact to substantiate its decision regarding this Application.

#### VI. DISCUSSION

#### Site, Zoning Information and Surrounding Area

Staff testified that the Applicant owns an unimproved two-lot platted site located along the Perch Canal. Its address is 1713 Savona Parkway West.

The site has a Single Family Future Land Use Classification and Residential Development (RD) Zoning.

Staff testified as follows. Properties to the north of this property share the subject property's zoning of Residential Development (RD) but have a Multi-Family (MF) Future Land Use Designation. Properties to the south have Single-Family Residential Zoning (R-1B), with a Single Family Future Land Use Designation. Properties to the west have a combination of RD and R-1B zoning with a SF Future Land Use Designation. Properties to the east have a combination of RD and Marketplace Residential (MR) zoning, with a Future Land Use Designations of MF and Commercial Activity Center (CAC).

#### Reason for Applicant's Request

Staff testified that the subject property has approximately 86 feet of water frontage along the Perch Canal. However, a strip of canal ROW consisting of dry land exists between the property line on the eastern side of the site and the canal.

Staff further testified that, for most platted water-front sites in the City, the property line typically extends to the edge of the waterbody and in fact this is the case with the property to the east and the two properties to the south across Savona Parkway, which all have side property lines that extend to the edge of the water of the canal.

The site is adjacent to a bridge where Savona Parkway crosses over the Perch Canal. The applicant seeks to vacate 1,756 sq. ft. of ROW to extend the site to the edge of the water to allow for the construction of a seawall.

#### Analysis of Request in Application

 Request No. 1: Vacate +/- 1,756 square feet of right-of-way (ROW) and all underlying easements adjacent to the Perch Canal.

Community Development staff testified that this vacation, if approved, would enlarge the site by 1,756 square feet and provide the Applicant with uninterrupted ownership of land between the side property line and the edge of the canal. It would also allow the property owner to construct a seawall along the canal.

The Letter of August 1, 2019, from Applicant's Representative stated that the Council's granting the requested vacations would return the land to the tax rolls and improve the City by enabling full development of these parcels, thus increasing the value of the land and providing taxable income to the City. Further, this letter set forth that the easement is not being used by the public or by utilities for any purpose.

The Hearing Examiner agrees with the Applicant's Representative that the property which is the subject of request #1 contains overgrown weeds and noxious plants, including what appear to be well developed Brazilian

pepper plants. It further appears that the bank (which currently has no seawall other than a small section next to the bridge) is eroded. It does not appear that there has been any recent maintenance of this property. As the City is required to maintain all ROW areas under its ownership, the proposed vacation would eliminate these responsibilities on the part of the City.

At the Hearing, Public Work staff initially opposed<sup>5</sup> the vacation of the property in question on the grounds that it might inhibit future bridge and canal improvements in that eminent domain proceedings might be required against Applicant to modify the bridge design and construction, were the vacation granted. The Hearing Examiner does not accept this as credible factual testimony.

Public Works staff testified that the bridge was "functionally obsolete" but was safe to drive upon. After further inquiry by the Hearing Examiner, he testified that there were no plans to replace the bridge on Savona Parkway which crosses the Perch Canal; rather, any proposed replacement of the bridge at this point would be a hypothetical event, on the theory that all bridges fail at some point.

The Applicant's Representative testified that, were the bridge hypothetically to be replaced in the future, the updated design (which would eliminate the "functional obsolescence" testified to by Public Works) would require deeding over or eminent domain proceedings from the other three adjacent property owners as well as deeding over or eminent domain proceedings against Applicant for additional land (not the land proposed to be vacated hereunder) adjacent to the roadway. Therefore, the avoidance of future land negotiations or litigation would not be accomplished by the denial of this vacation. The Hearing Examiner accepts this testimony as credible in support of her recommendation of the City Council's granting of the vacation request, as modified in the Hearing.

Public Works staff then testified that easement language, granting the requested vacation in combination with an easement back to the City, would address Public Works staff's opposition to this Application. The Hearing Examiner called a recess to enable the parties to work out this language.

The recommended conditions set out below address the consensus of Applicant, the City Attorney's Office representative, and City staff. The Hearing Examiner recommends that these conditions be approved by City Council and further recommends a finding that such approval will protect the City's interest and fulfill the legal requirements of the vacation.

<sup>&</sup>lt;sup>5</sup> Public Work's opposition to this request is also set out in the staff report. Page 5 of 8

 Request No. 2: Vacate +/- 678 square feet of platted easements associated with Lot 41, Block 4687

The Applicant withdrew this second request at the hearing on August 6, 2019. Therefore, no analysis or recommendation is being given as to this Request.

Recommendation that City Council Find That Applicants Have Complied with All Requirements for the Requested Vacation<sup>6</sup>, as Set Forth in LUDR §8.11

1. Applicant has color of title (LUDR §8.11.3b.1)

Applicant provided a Warranty Deed dated July 5, 2018, showing conveyance of the subject property to Applicant's LLC.

- 2. A copy of the plat **has** been provided, showing the portions for which vacation is sought (LUDR §8.11.3b.2)
- and 4. Letters of No Objection from Century Link (Undated letter), LCEC (October 4, 2018) and Comcast (September 25, 2018) were supplied by Applicant (LUDR §8.11.3b.3 and LUDR §8.11.3b.4-6).
- 5. A copy of a recent boundary survey or survey sketch of the property prepared and executed by a registered surveyor, has been provided, showing the area requested to be vacated; providing complete metes and bounds legal descriptions of said areas, and showing all pavement and all utility and drainage facilities in said area, including water, sewer and cable lines, utility poles, swales, ditches, manholes and catch basins. Separate drawings and metes and bounds legal descriptions will be required for each proposed vacation area when the right-of-way and easement configurations differ. (LUDR §8.11.3b.7.B)

All of the required documents have been provided.

6. No Reasonably Foreseeable Public Use of the Vacated Area. (LUDR, §8.11.3 d)

The above testimony and recommended factual findings are incorporated into analysis of this standard by reference.

It is recommended that, for the above reasons, the City Council finds there is no reasonably foreseeable public use for the requested vacations.

7. City's Retention of Easements for Utilities and/or Drainage in and Upon the Vacated Area. (LUDR, §8.11.3 d)

<sup>&</sup>lt;sup>6</sup> As amended by Applicant at the Hearing on August 6, 2019. Page 6 of 8

It is recommended that the City Council adopt the conditions set forth below regarding the City's retention of easement for this property.

### Consistency with the Comprehensive Plan (LUDR §8.11)

Staff testified that the City does not have specific Comprehensive Plan policies for vacations involving residentially zoned sites but that this vacation, if granted, would not violate any provision of the Comprehensive Plan.

Accordingly, it is recommended that City Council find that granting the requested vacations, as conditioned below, **is consistent** with the City Comprehensive Plan, Land Use Development Regulations, and all other applicable law.

### VII. RECOMMENDED CONDITIONS OF APPROVAL

City staff and the Applicant's Representative testified regarding recommendations for conditions of approval, set forth below.

The Hearing Examiner **recommends** that these conditions of approval be adopted as part of the City Council's approval of Applicant's amended vacation request:

- Vacation of 1,756 Square Feet of ROW Adjacent to the Perch Canal: <u>Consistency with Sketch and Legal Description</u>. The vacation of the 1,756 square feet of ROW shall be consistent with that shown in the sketch and accompanying legal description prepared by prepared by Stouten Cramer, entitled "Portion of Perch Canal Right of Way lying adjacent to Lot 41, Block 4687, Unit 70, Cape Coral Subdivision, Lee County Florida, and prepared for Dalton Communities<sup>7</sup>.
- 2. <u>Purpose of Vacation.</u> The purpose of the vacation of the subject ROW is to enable the property owner to construct a seawall.
- 3. <u>Applicant's Grant of Right-of-Way Easement</u>. The Applicant will grant<sup>8</sup> the City a right-of-way easement across the property for the purpose of entering upon said property for the expansion of the canal system, including a right-of-way across said parcel for the maintenance, construction, and renovation of the canal or bridge system, and the City shall receive a right-of-way across said parcel for any utility lines including water, sewer, electrical and a drainage easement to enlarge the existing channel or bridge in the future. This easement shall be prepared by Applicant prior to the City Council approval (if any) of this

<sup>&</sup>lt;sup>7</sup> No relation to the Hearing Examiner.

Applicant's Representative stated that this would be a grant back from Applicant. Due to the ore tenis nature of the representation of the agreed-upon language, the Hearing Examiner observes that City staff and the Applicant's Representative may determine (and therefore recommend to City Council) that this would more properly be a retention of easement by the City as part of the vacation process.

vacation request and shall be subject to review and approval by the City Attorney as to legal sufficiency and review and approval by City staff. In the event that the City, during the course of exercising the right granted to it hereunder, is solely responsible for damaging the seawall constructed by owner, the City shall repair such damage at the City's sole cost.

- 4. <u>Recording of Resolution</u>. This resolution shall be recorded with the Office of the Lee County Clerk of Court by the City of Cape Coral. This resolution shall not be effectuated until the applicant provides the City with an easement deed as described in Condition #3 above, and reimburses the City for all recording fees associated with this resolution.
- Compliance with Zoning District Standards and Requirements and Inclusion of LUDRs, City Ordinances and Other Applicable Law. Applicants shall comply with all standards and requirements for the zoning district in which the property is located and all other requirements set forth in the LUDRs, City ordinances and all other applicable laws and regulations, which are incorporated herein by reference.

#### VIII. EXHIBIT

The following Exhibit is attached to this Recommendation and is hereby incorporated by reference:

 EXHIBIT "A": undated sketch and accompanying legal description prepared by Stouten Cramer, entitled "Portion of Perch Canal Right of Way lying adjacent to Lot 41, Block 4687, Unit 70, Cape Coral Subdivision, Lee County Florida, and prepared for Dalton Communities9.

The Hearing Examiner herewith **RECOMMENDS APPROVAL** of the request for the above-referenced Vacation filed by Applicant **AS MODIFIED AT THE CONTINUED HEARING EXAMINER HEARING**, and **WITH THE CONDITIONS** set forth above. This Recommendation takes effect on the date specified below.

HEARING EXAMINER OF THE CITY OF CAPE CORAL, FLORIDA

ANNE DALTON, ESQUIRE

DATE

ATTEST:

CITY CLERK

<sup>&</sup>lt;sup>9</sup> No relation to the Hearing Examiner.

EXHIBIT A'- P. lof2 STOUTENCRAMER I bereby certify that, to the best of my knowledge and belief, the skerch and describt on represented bereon, made under my direction on Cether 16th, 2018 is in accordance with Sandaris of Practice as set forth by the Florida Board of Professional appears in Capages in Capages 15.11, Findab. Administrative Code, pursuant to Section 47.207. Florida Sauters. A Portion of Perch Canal Right of Way lying adjecent to Lot 41, Block 4687, Unit 70, Cape Coral Subdivision, Lee DAVID KEITH CRANER (FOR THE FIRM) ELDURAN FRODESSIONAL SIRVETOR & MAPER NO. 6555 NOT VALLD WITHOUT THE SIGNATURE AND THE ORGINAL RAISED SEAL OF A FLORIDA LICENED SIRVETOR AND MAPPER Sketch to Accompany Description A KING ENGINEERING COMPANY JOB # 18-6209 PREPARED FOR: Dalton Communities THIS IS NOT A SURVEY CERTIFICATE OF AUTHORIZATION: LB2610
324 Nicholas Parkovay Wars, Suite A. Cape Ceral, FL 33991
Phone: (239) 673-9541 Fax: (239) 424-8181
www.kingengineering.com See Sheet 1 of 2 for Signature and Seal County, Florida Subject Parcel SECTION 04, TOWNSHIP 45S, RANGE 23E REVISION SCALE 1" = 30DATE Sheet 2 of 2 Lot 1 Block 4685 N 89°59'48" W S 11°54'33" BEARING LINE 12 SW. SURVEY NOTES:

1. BEARINGS ARE BASED ON NORTHERLY RIGHT OF WAY LINE OF SAVONA PARKWAY WEST, BEING S89\*5948\*E.

2. MEASUREMENTS SHOWN ARE IN FEET AND DECIMALS THEREOF.

3. THIS IS NOT A SURVEY.

4. ADDITIONS TO OR DELETIONS OTHER THAN THE SIGNING SURVEYOR AND MAPPER ARE PROHIBITED BY LAW WITHOUT THE EXPRESS WRITTEN CONSENT OF THE SIGNING SURVEYOR AND MAPPER. COPYRIGHT 2018. KING ENGINEERING, INC., ALL RIGHTS RESERVED.

5. DO NOT COPY WITHOUT THE WRITTEN CONSENT OF KING ENGINEERING, INC. Headwall Perch Canal (80° Wide) Sketch 2 15.28,23, E Savona Parkway West (100' Wide R/W) Subject Parcel 1,756± sq. ft. (Point of Beginning) S.E. Corner 125,00 M "60,8T<sub>°</sub>00 N Catfish Canal (100' Wide) S 89°59'48" E 46.90 Lot 41 Block 4687 Commencement) S.W. Corner of Lot 41 (Point of R/W Lot 40 Block 4687



**VACATION OF PLAT APPLICATION** 

Questions: 239-574-0776

Case # VP18:0010

#### REQUEST TO PLANNING & ZONING COMMISION AND COUNCIL FOR A VACATION OF PLAT

FEE: \$843.00 – In addition to the application fee, all required advertising costs are to be paid by the applicant (ORD 39-03, Sec. 5.4) Advertising costs must be paid prior to public hearing otherwise case will be pulled from public hearing.

Following the approval of your request, the applicant shall be responsible for reimbursing the City to electronically record the final signed Resolution or Ordinance with the Lee County Clerk of Court. Until this fee is paid, restrictions on the issuance of any City permits will remain on the affected property that will prevent the city from issuing any applicable building permits, site plans, certificates of use, or certificates of occupancy for any property covered by the Resolution or Ordinance.

If the owner does not own the property in his/her personal name, the owner must sign all applicable forms in his/her corporate capacity.

JACOB BEN-HAIM			Zip 33914
APPLICANT			-
JACOB8450 AOL.COM.	Address:		
EMAIL	City:	State:	Zip
	Phone: 5163764	1416	
AUTHORIZED REPRESENTATIVE			
SACOB BEN-HALY	Address:		
EMAIL	City:	State:	
	Phone:		
Unit Block 468 7 Lot(s) 409	Subdivision (a)	o Cornel	
Address of Property 1713 Savana	Pkuy, W.		
Current Zoning R-1B	Plat Book 32	, Page	84
	Strap Number 04-	45-23-	-03-04687.
			0400



**VACATION OF PLAT APPLICATION** 

Questions: 239-574-0776

Case # **VP18** - 0010

#### ACKNOWLEDGEMENT FORM

I have read and understand the above instructions. Hearing date(s) will be confirmed when I receive a copy of the Notice of Public Hearing stipulating the day and time of any applicable hearings.

I acknowledge that I or my representative must attend any applicable meetings scheduled for the Hearing Examiner, Planning & Zoning Commission/Local Planning Agency, and City Council.

I will have the opportunity, at the hearing, to present verbal information pertaining to my request that may not be included in my application.

I understand any decision rendered by the CITY shall be subject to a thirty (30) day appeal period. Any work performed within the thirty (30) day time frame or during the APPEAL process will be completed at the applicant's risk.

I understand I am responsible for all fees, including advertising costs. All fees are to be submitted to the City of Cape Coral with the application or the item may be pulled from the agenda and continued to future date after fees are paid.

Please obtain all necessary permits prior to commencing any phase of construction.

Please indicate on a separate sheet those persons to whom you wish a copy of the Public Hearing Notice sent.

By submitting this application, I acknowledge and agree that I am authorizing the City of Cape Coral to inspect the subject property and to gain access to the subject property for inspection purposes reasonably related to this application and/or the permit for which I am applying.

HOLDIP L CORPORATION/COMPANY NAME , COUNTY OF STATE OF \_ day of 500, 2010, by Sworn to (or affirmed) and subscribed before me this who is personally known or produced 2 Commission Number: Exp. Date: Signature of Notary Public:

Notary Public State of Florida Nancy Buffington Commission GG 187270

Printed name of Notary Public:

(SIGNATURE MUST BE NOTARIZED)



**VACATION OF PLAT APPLICATION** 

Questions: 239-574-0776

Case # VP18-0010

### **DOCUMENTARY EVIDENCE (LUDR, Section 8.3.1.C.6.f)**

A copy of all documentary evidence shall be made available to the decision-making body or the Hearing Examiner and to staff no later than two business days prior to the hearing of the application. This requirement includes information that the applicant intends to present at public hearing.

I have read the above requirement and agree to comply with this provision.
JBH Holdings, LLC \ //
Jacob Ron-Haim XAD / Mr (My)
OWNER/APPLICANT (PLEASE TYPE OR PRINT) OWNER/APPLICANT SIGNATURE
(SIGNATURE MUST BE NOTARIZED)
STATE OF Floring COUNTY OF LOC.
Sworn to (or affirmed) and subscribed before me on this 12 day of September
20 by 000 501 101, who is personally known or who has produced
2/2/22 / Comment IV.
Commission # GG 8727/ Signature of Notary Public
Signature of Notary Land
Print Name of Notary Public
***************************************
Notary Public State of Florida
Nancy Buffington My Commission GG 187270 Expires 02/18/2022



Case # VP8-000

**VACATION OF PLAT APPLICATION** 

Questions: 239-574-0776

<b>AUTHORIZATION</b>	TO REPRESENT	PROPERTY	OWNER(s)

PLEASE BE AD			BEN HAIM ing presentation)	
			PLANNING & ZONING COMMIS ND/OR CITY COUNCIL FOR	SION/ LOCAL PLANNING
UNIT	BLOCK	LOT(S)	SUBDIVISION	
OR LEGAL DES	CRIPTION		A	
Jacob PROPERTY O	THE CITY OF CAPE COR  COMPER (Please Print)  OWNER (Signature & Ti	5	PROPERTY OWNER (Plea	
STATE OF	FL, COUNTY OF	Lee		
Subscribed and as identification		before me this o is personally known or	produced day of produced	mber, 208, by
	Exp. D	ate: 2/8/22	Commission Number:	5 18777O
Museu Public S	State of Florida Signat	ure of Notary Public:	1/aue/De	Meas

Note: Please list all owners. If a corporation, please supply the Planning Division with a copy of corporation paper.

Printed name of Notary Public:



**VACATION OF PLAT APPLICATION** 

Questions: 239-574-0776

Case # VP18-0010

#### THIS APPLICATION SHALL ALSO HAVE ANY ADDITIONAL REQUIRED SUPPORTING DOCUMENTS

The owner of this property, or the applicant, agrees to conform to all applicable laws of the City of Cape Coral and to all applicable Federal, State, and County laws and certifies that all information supplied is correct to the best of their knowledge.

STATE OF L., COUNTY OF LOCSworn to (on affirmed) and subscribed before me this 2 day of 3 completed by the sidentification.

Exp. Date: 2/8/2Commission Number: 66-87-70
Signature of Notary Public:
Printed name of Notary Public:

Notary Public State of Florida
Nancy Buffington
My Commission GG 187270
Expires 02/18/2022

City of Cape Coral Department of Community Development

We are looking to obtain a vacation on this property in order to build a seawall.

Any help you can give in this matter is greatly appreciated.

Sincerely,

Jacob Ben-Heim

5163764416

Prepared by and Return to Nancy Tracey, an employee of First International Title, Inc. 3046 Del Prado Blvd S

Bldg 2 Suite 2F Cape Coral, FL 33904 File No.: 126540-96

## **WARRANTY DEED**

This indenture made on July 5, 2018,

by Fred Wilks Mohr, Jr., individually, a married man, and as Trustee of the Fred Wilks Mohr, Jr. Revocable Trust U/A dated December 7, 1995 as amended and restated

whose address is: , ,

hereinafter called the "grantor",

to JBH HOLDING'S LLC, a Florida limited liability company

whose address is: 4828 SW 17th Pl Unit 8B, Cape Coral, FL 33914

hereinafter called the "grantee":

(Which terms "Grantor" and "Grantee shall include singular or plural, corporation or individual, and either sex, and shall include heirs, legal representatives, successors and assigns of the same)

**Witnesseth,** that the grantor, for and in consideration of the sum of Ten Dollars, (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Lee County, **Florida,** to-wit:

Lots 40 and 41, Block 4687, Unit 70, CAPE CORAL SUBDIVISION, according to the Plat thereof, recorded in Plat Book 22, Page(s) 58 through 87, inclusive, of the Public Records of Lee County, Florida.

Parcel Identification Number: 04-45-23-C3-04687.0400

**The land** is not the homestead of the Grantor under the laws and Constitution of the State of Florida and neither the Grantor nor any person(s) for whose support the Grantor is responsible reside on or adjacent to the land.

**Subject to** all reservations, covenants, conditions, restrictions and easements of record and to all applicable zoning ordinances and/or restrictions imposed by governmental authorities, if any.

**Together** with all the tenements, hereditaments and appurtenances thereto belonging or in any way appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31st of 2017.

In Witness Whereof, the grantor has hereunto set their hand(s) and seal(s) the day and year first above written.

Fred Wilks Mohr, Jr. Revocable Trust U/A dated December 7, 1995 as amended and restated

Fred Wilks Mohr, Jr., a married man, Individually and as Trustee

Signed, sealed and delivered in our presence:

Witness Signature

Print Name:

Witness Signature

Print Name: Nancy Tracey

State of FLORIDA

County of Lee

The Foregoing Instrument Was Acknowledged before me on July 5th 2018, by Fred Wilks Mohr, Jr., as Trustee of the Fred Wilks Mohr, Jr. Revocable Trust U/A dated December 7, 1995 as amended and restated, who is/are personally known to me or who has/have produced a valid as identification.

Notary Public

Printed Name: Nancy Tracey

My Commission expires: 01/21/2021

NANCY PARISI TRACEY Notary Public - State of Florida Commission # GG 33232



Lee County Electric Cooperative, Inc.

Post Office Box 3455

North Fort Myers, FL 33918-3455
(239) 995-2121 = Fax (239) 995-7904

October 4, 2018

Ms. Nancy Buffington Sunrise Realty Network, Inc. Cape Coral, FL 33904

Re:

Letter of No Objection to Vacation of Utility Easement 1713 Savona Parkway W., Cape Coral, FL 33914; Owners: JBH Holdings. LLC, a Florida limited liability company; Strap:

044523C304687.0400

Dear Ms. Buffington:

You have opened up negotiations, on behalf of your customer, JBH Holdings, LLC.

We have reviewed the sketch, the request submitted, and our internal records. LCEC has **no objection** to the request. However, LCEC requires a continuous perimeter easement surrounding your property in order to serve you. Therefore, in the after situation to the vacation, the petitioner will have to provide to the appropriate local jurisdiction, and impose a six-foot wide easements along the seawall and the side easements so that there is a continuous perimeter easement located upon the parcel.

Should no definitive action, or no approval by local jurisdiction be received by the petitioner, this letter will terminate upon six months from the date listed above.

Should there be any questions please call me at 239-656-2112, or, if you prefer, I can be reached by email at

Very truly yours,

Russ Goodman, Russ Goodman, SR/WA
SR/WA
Date: 2018.10.04
15:40:13 -04'00'

Russel Goodman, SR/WA
Design & Engineering Coordinator – Land Rights



Attention:

JBH HOLDINGS LLC Jacob Ben-Haim 1713 Savona Pkwy W Cape Coral, Fl 33914 Phone: (717) 725-1311

Subject: - No Objection Request

Site Address: 1713 Savona Pkwy W Cape Coral, Fl 33914 Strap# 04-45-23-C3-04687.0400

Dear Jacob Ben-Haim

In regard to the referenced property above CenturyLink has No Objection to the Vacation of Plat to build a sea wall in the 6' utility easement along the north and east side of the referenced property above and portion of the canal right of way of property.

Sincerely

THANK YOU!

Justin Lane

Justin Lane OSP Engineering

Office: (239)-984-7009 justin.lane@centurylink.com



12600 Westlinks Drive Suite 4 Fort Myers, FL 33913 Phone: 239-432-1805

September 25, 2018

Re: 1713 Savona Pkwy. W (04-45-23-C3-04687.0400)

Dear Nancy Buffington

This letter will serve to inform you that Comcast has no objection to you extend of your seawall of the address referenced above.

Should you require additional information or assistance, please feel free to contact me here at 432-1805.

Cordially,

Mark Cook

**Project Coordinator** 

### **Description**

### **Subject Parcel Description:**

A Portion of Perch Canal Right of Way lying adjacent to Lot 41, Block 4687, Unit 70, Cape Coral Subdivision as recorded in Plat Book 22, Pages 58 through 87 of the Public Records of Lee County Clerk of Court, Lee County, Florida, being more particularly described as follows:

Commencing at the Southwest Corner of Lot 41, Block 4687, Unit 70, Cape Coral Subdivision as recorded in Plat Book 22, Pages 58 through 87 of the Public Records of Lee County Clerk of Court, Lee County, Florida run S89°59'48"E along the Northerly Right of Way line of Savona Parkway West for a distance of 46.90 feet to the Southeast Corner of said Lot 41, also being the Point of Beginning. From said Point of Beginning run N00°18'09"W along the Westerly Right of Way line of Perch Canal (80' Wide), also being the Easterly line of said Lot 41, for a distance of 125.00 feet; Thence leaving said Westerly Right of Way line run S12°58'53"E for a distance of 106.97 feet to the waterward face of a concrete headwall; Thence run S11°54'33"E along said concrete headwall for a distance of 21.22 feet to said Northerly Right of Way line; Thence run N89°59'48"W along said Northerly Right of Way line for a distance of 27.75 feet to the Point of Beginning.

Said Parcel Contains 1,756 sq ft. (more or less)

Bearings are based on Northerly Right of Way line of Savona Parkway West, being S89°59'48"E.

### THIS IS NOT A SURVEY

### Description to Accompany Sketch Subject Parcel

A Portion of Perch Canal Right of Way lying adjecent to Lot 41, Block 4687, Unit 70, Cape Coral Subdivision, Lee County, Florida

Sheet 1 of 2

PREPARED FOR: Dalton Communities

SECTIONS 04, TOWNSHIP 45S, RANGE 23E

JOB # 18-6209

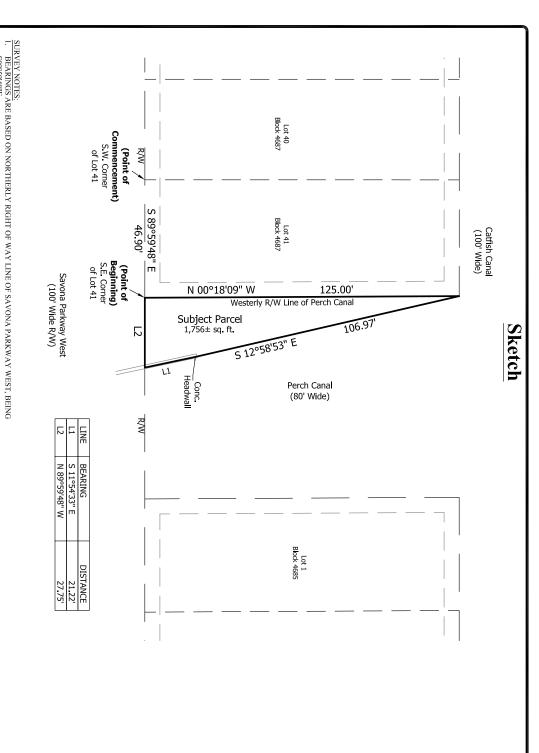
STOUTENCRAMER
A KING ENGINEERING COMPANY

KING STATES INC.

CERTIFICATE OF AUTHORIZATION: LB2610 324 Nicholas Parkway West, Suite A, Cape Coral, FL 33991 Phone: (239) 673-9541 Fax: (239) 424-8181 www.kingengineering.com Not Valid without Sheet 2 of 2

I hereby certify that, to the best of my knowledge and belief, the sketch and description represented hereon, made under my direction on October 16th, 2018 is in accordance with Standards of Practice as set forth by the Florida Board of Professional Surveyors & Mappers in Chapter 51-17, Florida Administrative Code, pursuant to Section 472.027 Florida Statutes.

DAVID KEITH CRAMER (FOR THE FIRM)
FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO.6655
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL
OF A FLORIDA LICENSED SURVEYOR AND MAPPER



A Portion of Perch Canal Right of Way

**Subject Parcel** 

Sketch to Accompany Description

Unit 70, Cape Coral Subdivision, Lee

County, Florida

lying adjecent to Lot 41, Block 4687,



# THIS IS NOT A SURVEY

# A KING ENGINEERING COMPANY

STOUTENCRAMER

CERTIFICATE OF AUTHORIZATION: LB2610
324 Nicholas Parkway West, Suite A, Cape Coral, FL 33991
Phone: (239) 673-954 Fax: (239) 424-8181
www.kingengineering.com

JOB # 18-6209 PREPARED FOR: Dalton Communities

DATE SECTION 04, TOWNSHIP 45S, RANGE 23E REVISION

I beneby certify that, to the best of my knowledge and belief, the sketch and description represented become made under my direction on **October 16th**. **2018** is in accordance with Standards of Practice as set forth by the Florida Boutto's Professional Surveyors & Mappers in Chapter 54–77. Florida Statutes.

Administrative Code, pursuant to Section 472.027 Florida Statutes.

See Sheet 1 of 2 for Signature and Seal

DAVID KEITH CRAMER (FOR THE FIRM)
ELORDA PROFESSIONAL SURVEYOR & MAPPER NO. 6655
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL
OF A FLORIDA LICENSED SURVEYOR AND MAPPER

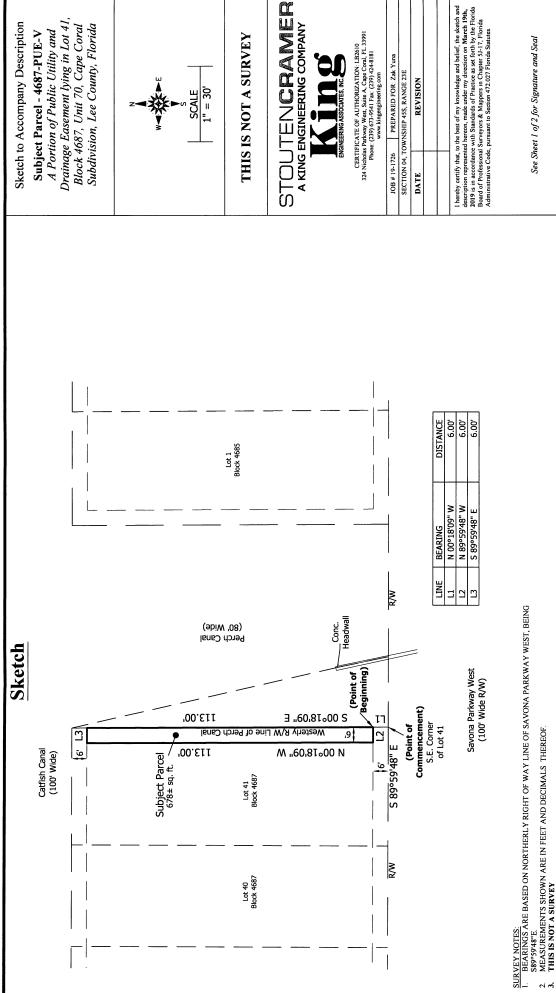
Sheet 2 of 2

MEASUREMENTS SHOWN ARE IN FEET AND DECIMALS THEREOF.

THIS IS NOT A SURVEY

ADDITIONS TO OR DELETIONS OTHER THAN THE SIGNING SURVEYOR AND MAPPER ARE PROHIBITED BY LAW WITHOUT THE EXPRESS WRITTEN CONSENT OF THE SIGNING SURVEYOR AND MAPPER, COPYRIGHT 2018, KING ENGINEERING, INC., ALL RIGHTS RESERVED, DO NOT COPY WITHOUT THE WRITTEN CONSENT OF KING ENGINEERING, INC.

S89°59'48"E.



See Sheet 1 of 2 for Signature and Seal

DAVID KEITH CRAMER (FOR THE FIRM)
FLOUIND MEDESSIONAL SINEVEYOR & MAPPER NO 4655
NOT VALLD WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL
OF A FLORIDA LICENSED SURVEYOR AND MAPPER

Sheet 2 of 2

THIS IS NOT A SURVEY
ADDITIONS TO OR BELFICONS OTHER THAN THE SIGNING SURVEYOR AND MAPPER ARE
PROHIBITED BY LAW WITHOUT THE EXPRESS WRITTEN CONSENT OF THE SIGNING SURVEYOR
AND MAPPER, COPPYMCHT OBJ. KING ENCHREBRING, INC., ALL RIGHTS RESERVED.
DO NOT COPY WITHOUT THE WRITTEN CONSENT OF KING ENGINEERING, INC.

### **Description**

### **Subject Parcel Description: (4687-PUE-V)**

A Portion of Public Utility and Drainage Easement lying in Lot 41, Block 4687, Unit 70, Cape Coral Subdivision as recorded in Plat Book 22, Pages 58 through 87 of the Public Records of Lee County, Florida, being more particularly described as follows:

Commencing at the Southeast Corner of Lot 41, Block 4687, Unit 70, Cape Coral Subdivision as recorded in Plat Book 22, Pages 58 through 87 of the Public Records of Lee County, Florida run N00°18'09"W along the Easterly line of said Lot 41, also being the Westerly Right of Way line of Perch Canal, for a distance of 6.00 feet to an intersection with a line that is parallel with and 6.00 feet Northerly of the Northerly Right of Way line of Savona Parkway West, also being the Point of Beginning. From said Point of Beginning run N89°59'48"W, along said line parallel with said Northerly Right of Way line, for a distance of 6.00 feet to an intersection with a line that is parallel with and 6.00 feet Westerly of the said Westerly Right of Way line; Thence run N00°18'09"W, along said line parallel to said Westerly Right of Way line, for a distance of 113.00 feet, to an intersection with a line that is parallel with and 6.00 feet Southerly of the Northerly line of said Lot 41; Thence run S89°59'48"E, along said line parallel with said Northerly line, for a distance of 6.00 feet to said Easterly line of said Lot 41; Thence run S00°18'09"E, along said Easterly line, for a distance of 113.00 feet to the Point of Beginning.

Said Parcel Contains 678 sq ft. (more or less)

Bearings are based on Northerly Right of Way line of Savona Parkway West, being S89°59'48"E.

### THIS IS NOT A SURVEY

Description to Accompany Sketch Subject Parcel - 4687-PUE-V

A Portion of Public Utility and Drainage Easement lying in Lot 41, Block 4687, Unit 70, Cape Coral Subdivision, Lee County, Florida Not Valid without Sheet 2 of 2

I hereby certify that, to the best of my knowledge and belief, the sketch and description represented hereon, made under my direction on March 19th, 2019 is in accordance with Standards of Practice as set forth by the Florida Board of Professional Surveyors & Mappers in Chapter 5J-17, Florida Administrative Code, pursuant to Section 472.027 Florida Statutes.

Sheet 1 of 2

PREPARED FOR: Zak Yuna

SECTIONS 04, TOWNSHIP 45S, RANGE 23E

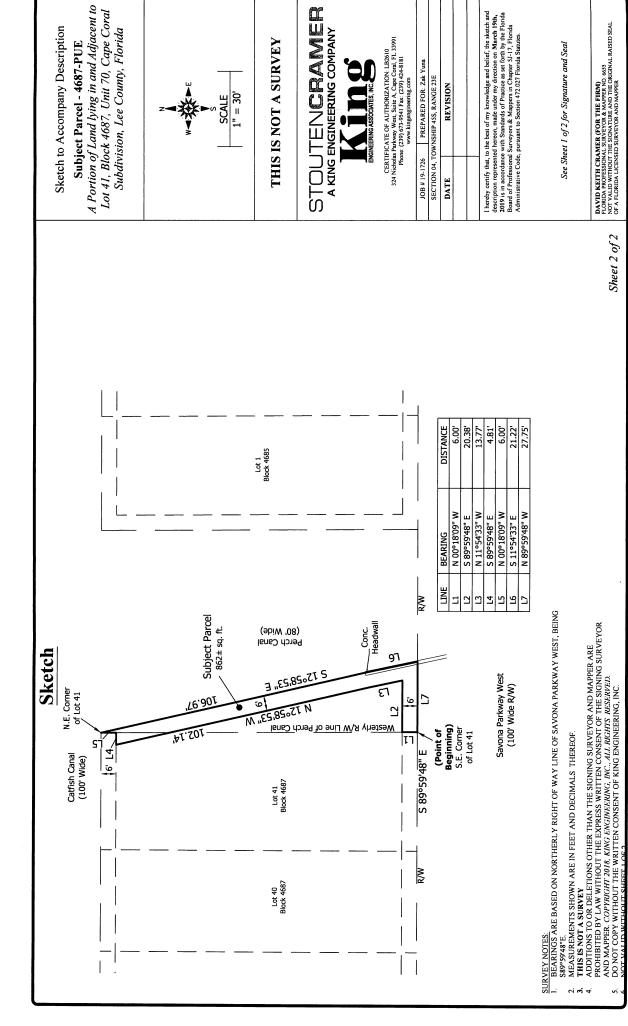
JOB # 19-1726

STOUTENCRAMER
A KING ENGINEERING COMPANY

King ENGINEERING ASSOCIATES, INC.

CERTIFICATE OF AUTHORIZATION: LB2610
324 Nicholas Parkway West, Suite A, Cape Coral, FL 33991
Phone: (239) 673-9541 Fax: (239) 424-8181
www.kingengineering.com

DAVID KEITH CRAMER (FOR THE FIRM)
FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO.6655
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL
OF A FLORIDA LICENSES BURYEYOR AND MAPPER



Sheet 2 of 2

DAVID KEITH CRAMER (FOR THE FIRM)
FLOURDA FOOGESSIONAL SURVEYOR& MAPPER NO. 6555
NOT VALLD WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL
OF A FLORIDA LICENSED SURVEYOR AND NAMPER.

### **Description**

### Subject Parcel Description: (4687-PUE)

A Portion of land lying in and adjacent to Lot 41, Block 4687, Unit 70, Cape Coral Subdivision as recorded in Plat Book 22, Pages 58 through 87 of the Public Records of Lee County, Florida, being more particularly described as follows:

Beginning at the Southeast Corner of Lot 41, Block 4687, Unit 70, Cape Coral Subdivision as recorded in Plat Book 22, Pages 58 through 87 of the Public Records of Lee County, Florida run N00°18'09"W along the Easterly line of said Lot 41, also being the Westerly Right of Way line of Perch Canal, for a distance of 6.00 feet to an intersection with a line that is parallel with, and 6.00 feet Northerly of the Northerly Right of Way line of Savona Parkway West; Thence run S89°59'48"E, along said line parallel to said Northerly Right of Way line, for a distance of 20.38 feet; Thence, leaving said line parallel to said Northerly Right of Way line, run N11°54'33"W for a distance of 13.77 feet; thence N12°58'53"W for a distance of 102.14 feet to an intersection with a line that is parallel with, and 6.00 feet Southerly of the Northerly line of said Lot 41; Thence run S89°59'48"E, along said line parallel to said Northerly line of said Lot 41, for a distance of 4.81 feet to said Easterly line of said Lot 41; Thence run N00°18'09"W, along said Easterly line of said Lot 41, for a distance of 6.00 feet to the Northeast corner of said Lot 41; Thence, leaving said Easterly line of said Lot 41, run S12°58'53"E for a distance of 106.97 feet; Thence S11°54'33"E for a distance of 21.22 feet to said Northerly Right of Way line of Savona Parkway West; Thence run N89°59'48"W for a distance of 27.75 feet to the Point of Beginning;

Said Parcel Contains 862 sq ft. (more or less)

Bearings are based on Northerly Right of Way line of Savona Parkway West, being S89°59'48"E.

THIS IS NOT A SURVEY

Description to Accompany Sketch Subject Parcel - 4687-PUE

A Portion of Land lying in and Adjacent to Lot 41, Block 4687, Unit 70, Cape Coral Subdivision, Lee County, Florida Not Valid without Sheet 2 of 2

I hereby certify that, to the best of my knowledge and belief, the sketch and description represented hereon, made under my direction on March 19th, 2019 is in accordance with Standards of Practice as set forth by the Florida Board of Professional Surveyors & Mappers in Chapter 57-17, Florida Administrative Code, pursuant to Section 472.027 Florida Statutes.

Sheet 1 of 2

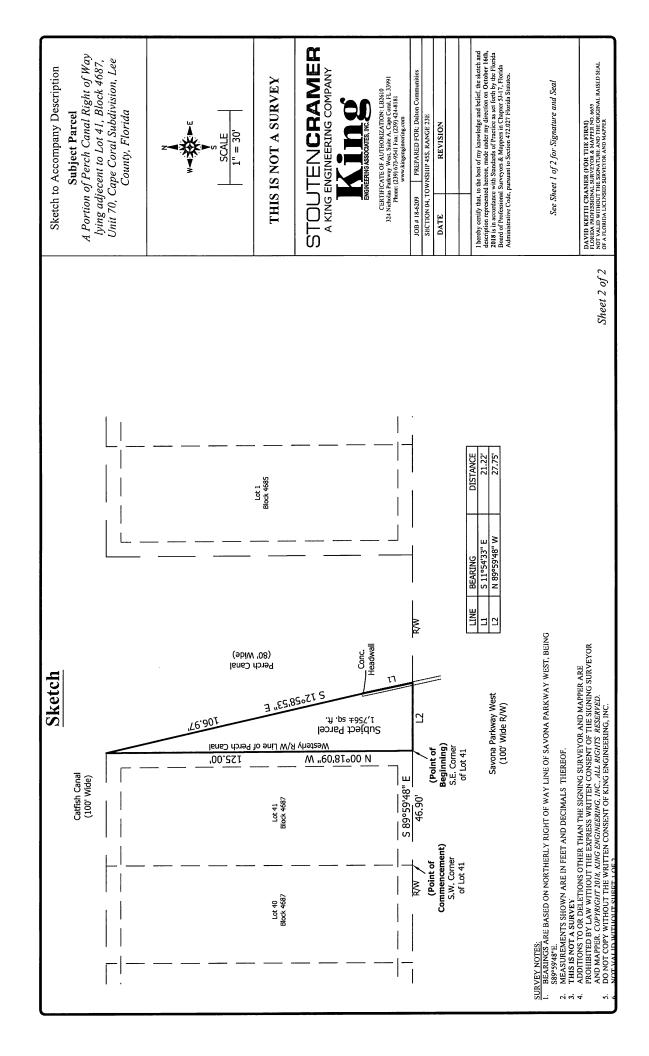
PREPARED FOR: Zak Yuna

JOB # 19-1726 PREPARED FOR: Zak Yuna SECTIONS 04, TOWNSHIP 45S, RANGE 23E STOUTEN CRAMER
A KING ENGINEERING COMPANY

King Sociates, Inc.

CERTIFICATE OF AUTHORIZATION: LB2610
324 Nicholas Parkway West, Suite A, Cape Coral, FL 33991
Phone: (239) 673-9541 Fax: (239) 424-8181
www.kingengineering.com

DAVID RETTH CRAMER (FOR THE FIRM)
FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO.6655
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL
OF A FLORIDA LICENSED SURVEYOR AND MAPPER



### **Description**

#### **Subject Parcel Description:**

A Portion of Perch Canal Right of Way lying adjacent to Lot 41, Block 4687, Unit 70, Cape Coral Subdivision as recorded in Plat Book 22, Pages 58 through 87 of the Public Records of Lee County Clerk of Court, Lee County, Florida, being more particularly described as follows:

Commencing at the Southwest Corner of Lot 41, Block 4687, Unit 70, Cape Coral Subdivision as recorded in Plat Book 22, Pages 58 through 87 of the Public Records of Lee County Clerk of Court, Lee County, Florida run S89°59'48"E along the Northerly Right of Way line of Savona Parkway West for a distance of 46.90 feet to the Southeast Corner of said Lot 41, also being the Point of Beginning. From said Point of Beginning run N00°18'09"W along the Westerly Right of Way line of Perch Canal (80' Wide), also being the Easterly line of said Lot 41, for a distance of 125.00 feet; Thence leaving said Westerly Right of Way line run S12°58'53"E for a distance of 106.97 feet to the waterward face of a concrete headwall; Thence run S11°54'33"E along said concrete headwall for a distance of 21.22 feet to said Northerly Right of Way line; Thence run N89°59'48"W along said Northerly Right of Way line for a distance of 27.75 feet to the Point of Beginning.

Said Parcel Contains 1,756 sq ft. (more or less)

Bearings are based on Northerly Right of Way line of Savona Parkway West, being S89°59'48"E.

### THIS IS NOT A SURVEY

### Description to Accompany Sketch Subject Parcel

A Portion of Perch Canal Right of Way lying adjecent to Lot 41, Block 4687, Unit 70, Cape Coral Subdivision, Lee County, Florida

### STOUTENCRAMER

A KING ENGINEERING COMPANY

ENGINEERING ASSOCIATES, INC.

CERTIFICATE OF AUTHORIZATION: LB2610 324 Nicholas Parkway West, Suite A, Cape Coral, FL 33991 Phone: (239) 673-9541 Fax: (239) 424-8181 www.kingenginecring.com Not Valid without Sheet 2 of 2

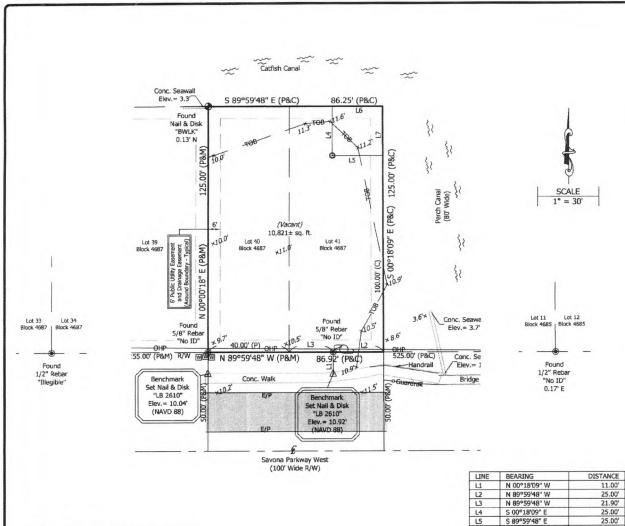
I hereby certify that, to the best of my knowledge and belief, the sketch and description represented hereon, made under my direction on October 16th, 2018 is in accordance with Standards of Practice as set forth by the Florida Board of Professional Surveyors & Mappers in Chapter 5J-17, Florida Administrative Code, pursuant to Section 472.027 Florida Statutes.

Sheet 1 of 2

JOB # 18-6209 PREPARED FOR: Dalton Communities

SECTIONS 04, TOWNSHIP 45S, RANGE 23E

DAVID KEITH CRAMER (FOR THE FIRM)
FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO.6655
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL
OF A FLORIDA LICENSED SURVEYOR AND MAPPER



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		PARCEL DESCRIPTION: (Instrument No. 2018000163881) Lots 40 and 41, Block 4687, Unit 70, CAPE CORAL SUBDIVISION, according to the Plat thereof, recorded in Plat Book 22, Page(s) 58 through 87, inclusive, of the Public Records of Lee County, Florida.	A SET ● FOUR	NO NAIL AND TAB NAIL AND TAB "LB 2610" NO STEEL PIN	SQ. FT. SQUARE FEET CONC. CONCRETE MON. MONUMENT
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CERTIFIED TO: Dalton Communities		STOUTENCRAMER A KING ENGINEERING COMPANY	CENTON    Institute   Continue   Continue		
		ENGINEERING ASSOCIATES, INC. CIPATIFICATE OF AUTHORIZATION: LB2810	Code, pu	/ COR	pada Statues
		324 Nicholas Parkway West, Suite A, Cape Coral, FL 33991	FLORIDA	PROFESSIONAL SUBSTENCE	AND PER MILES
	D FOR: Dalton Communities	Phone: (239) 673-9541 Fax: (239) 424-8181 www.kingengincoring.com	NOT VAL	ID WITHOUT THE SIGNATUR	E AND THE ORIGINAL RAISED GUID AND MAPPER
SECTION 04, TOW	/NSHIP 45S, RANGE 23E	www.kmgragneering.com	SEAL OF	WATCHEN CITE WATCH THE	CARL COLOR STOLES

**Review Date:** April 18, 2019

Owner: JBH Holdings, LLC.

**Applicant:** Jacob Ben-Hiam

**Request:** The applicant requests to vacate ±1,756 sq. ft. of right-of-way (ROW) and

all underlying easements associated with the Perch Canal and ±678 sq. ft.

of platted easements associated with Lot 41, Block 4687.

**Location:** 1713 Savona Parkway West

Unit 70, Block 4687, Lots 40-41

**Prepared By:** Justin Heller, Senior Planner

**Reviewed By:** Mike Struve, AICP, Planning Team Coordinator

**Approved By:** Robert Pederson, AICP, Planning Manager

Recommendation: Denial

### **Property Description:**

The applicant owns an unimproved two-lot platted site at 1713 Savona Parkway West which is along the Perch Canal. The site has a Single Family Future Land Use Classification and Residential Development (RD) Zoning. Surrounding properties have the following future land use and zoning classifications.

	Surrounding Zoning	Surrounding Future Land Use
North:	Residential Development (RD)	Multi-Family (MF)
South:	Single-Family Residential (R-1B)	Single Family (SF)
East:	RD; Marketplace Residential (MR)	MF; Commercial Activity Center (CAC)
West:	RD; R-1B	SF

The site has about 86 feet of water frontage along the Perch Canal. However, a strip of canal ROW consisting of dry land exists between the property line on the eastern side of the site and the canal. For most platted water-front sites in the City, the property line typically extends to the edge of the waterbody. The site is adjacent to a bridge where Savona Parkway crosses over the Perch Canal. The property to the east and the two properties to the south across Savona Parkway all have side property lines that extend to the edge of the water of the canal. The

applicant seeks to vacate 1,756 sq. ft. of ROW to extend the site to the edge of the water to allow for the construction of a seawall.

### **Analysis:**

This application was reviewed based on the Land Use and Development Regulations (LUDR), Section 8.11, "Vacation of plats, rights-of-way and other property." The City Comprehensive Plan was also reviewed for policies on vacations.

### Request No. 1: Vacate 1,756 sq. ft. of ROW Adjacent to the Perch Canal

This vacation involves the ROW between the property line along the east side of the site and the Perch Canal. This vacation if approved will enlarge the site by 1,756 sq. ft. and will provide uninterpreted ownership of land between the side property line and the edge of the canal. The vacation would also allow the property owner to construct a seawall along the canal. The vacation will also eliminate City maintenance responsibilities as the City maintains all ROW areas. The ROW currently lacks improvements other than a small section of seawall next to the bridge. The City Public Works Department has reviewed the request and determined that the vacation of this area would inhibit future bridge and canal improvements and therefore does not support this request.

### Request No. 2: Vacate 1,756 sq. ft. of Easements Underlying the Subject ROW

All three utility providers lack facilities in these easements. None of these providers object to this request. The City also currently lacks facilities within this easement. However, the City Public Works Department has determined that the vacation of the easements will preclude any future bridge and canal improvements at this location. Since staff does not support the ROW vacation under Request No. 1, staff also does not support the requested easement vacation.

### Request No. 3: Vacate 678 sq. ft. of Easements in Lot 41, Block 4687

All three utility providers lack facilities in these easements and do not object to this request. The City also lacks facilities within this easement. If the vacation is approved this easement will no longer be necessary as the owner will be providing the City with a six-foot wide replacement easement around the expanded site. If the request is denied, the platted easement will remain. Since staff does not support the vacation of the canal ROW and underlying easements, staff likewise does not support the vacation of the platted easements in Lot 41.

### **Consistency with the Comprehensive Plan**

The City lacks specific policies in the Comprehensive Plan for vacations involving residentialzoned lands.

This request is consistent with Policy 1.15 of the Future Land Use Element.

**Policy 1.15:** Land development regulations adopted to implement this comprehensive plan will be based on, and will be consistent with, the standards for uses and densities/intensities as described in the following future land use classifications. In no case shall maximum densities allowable by the following classifications conflict with Policy 4.3.3 of the Conservation and Coastal Management Element regulating density of development within the Coastal High Hazard Area.

a. <u>Single Family Residential:</u> Sites of 10,000 square feet and greater, with densities not to exceed 4.4 units per acre.

Staff comment: This request is consistent with Policy 1.15.a as the site is an estimated 10,821 sq. ft. following the ROW vacation and the property has one single-family home. This equates to a density of 4.0 dwelling units per acre. This density is less than the maximum 4.4 dwelling units per acre allowed within this future land use classification.

#### Recommendation:

When ROW is vacated, by convention of state law, the land reverts to the adjoining property owner or owners. The vacated area is no longer available to the City for a public purpose use. For this reason, the City reviews vacation requests carefully to determine if such ROW areas are needed in the future. When future use of a ROW is likely or even uncertain, staff believes it is prudent to continue to keep these ROW. Public Works has reviewed this case and concludes that the subject ROW in this case may be needed for future bridge and canal maintenance. For this reason, staff recommends denial of all three requested vacations.





### 500' NOTICE TO SURROUNDING PROPERTY OWNERS

CASE NUMBER: VP18-0010

**REQUEST:** The applicant requests to vacate  $\pm 1,756$  sq. ft. of right-of-way (ROW) and all underlying easements associated with the Perch Canal and  $\pm 678$  sq. ft. of platted easements associated with Lot 41, Block 4687.

**LOCATION:** 1713 Savona Parkway West

Unit 70, Block 4687, Lots 40-41

<u>CAPE CORAL STAFF CONTACT:</u> Justin Heller, Senior Planner, 239-574-0587, jheller@capecoral.net

**PROPERTY OWNER(S):** JBH Holdings, LLC.

**AUTHORIZED REPRESENTATIVE:** Jacob Ben-Hiam

<u>UPCOMING PUBLIC HEARING:</u> Notice is hereby given that the City of Cape Coral Hearing Examiner will hold a public hearing at 9:00 A.M. on Tuesday, May 7<sup>th</sup> 2019 on the above mentioned case. The public hearing will be held in the City of Cape Coral Council Chambers, 1015 Cultural Park Boulevard, Cape Coral, FL.

All interested parties are invited to appear and be heard. All materials presented before the Hearing Examiner will become a permanent part of the record. The public hearing may be continued to a time and date certain by announcement at this public hearing without any further published notice. Copies of the staff report will be available 5 days prior to the hearing. The file can be reviewed at the Cape Coral Community Development Department, Planning Division, 1015 Cultural Park Blvd., Cape Coral, FL.

After Hearing Examiner has made a written recommendation, the case may be scheduled for a public hearing before the City Council who will review the recommendation and make a final decision. You will receive another public hearing notice if this case is scheduled for a City Council hearing.

<u>DETAILED INFORMATION:</u> The case report and colored maps for this application are available at the City of Cape Coral website, <u>www.capecoral.net/publichearing</u> (Click on 'Public Hearing Information', use the case number referenced above to access the information); or, at the Planning Division counter at City Hall, between the hours of 7:30 AM and 4:30 PM. The public hearing may be continued to a time and date certain by announcement at this public hearing without any further published notice.

<u>HOW TO CONTACT</u>: Any person may appear at the public hearing and be heard, subject to proper rules of conduct. You are allowed sufficient time to write or appear at the public hearing to voice your objections or approval. Written comments filed with the Director will be entered into the record. Please reference the case number above within your correspondence and mail to: Department of Community Development, Planning Division, P.O. Box 150027, Cape Coral, FL 33915-0027. The hearings may be continued from time to time as necessary.

<u>ADA PROVISIONS:</u> In accordance with the Americans With Disabilities Act, persons needing a special accommodation to participate in this proceeding should contact the Human Resources Department whose office is located at Cape Coral City Hall, 1015 Cultural Park Boulevard, Cape Coral, Florida; telephone 1-239-574-0530 for assistance; if hearing impaired, telephone the Florida Relay Service Numbers, 1-800-955-8771 (TDD) or 1-800-955-8770 (v) for assistance.

<u>APPEALS:</u> If a person decides to appeal any decision made by the Hearing Examiner 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.



# Department of Community Development Planning Division

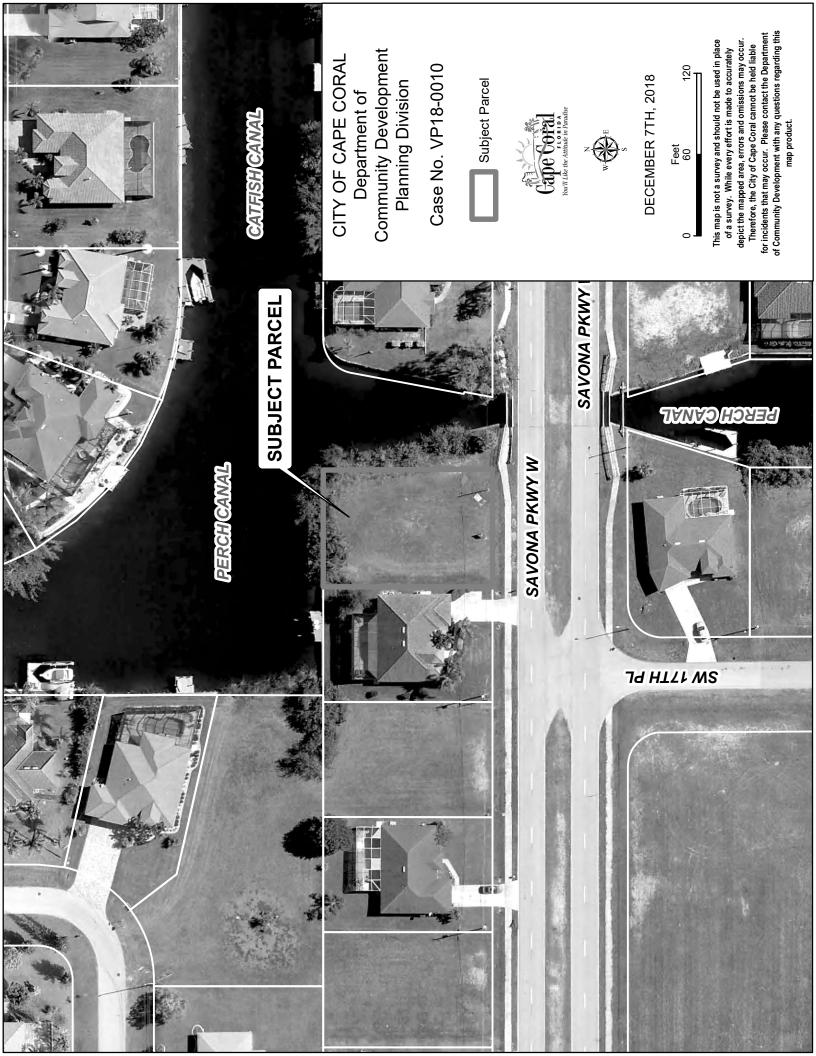
### **AFFIDAVIT**

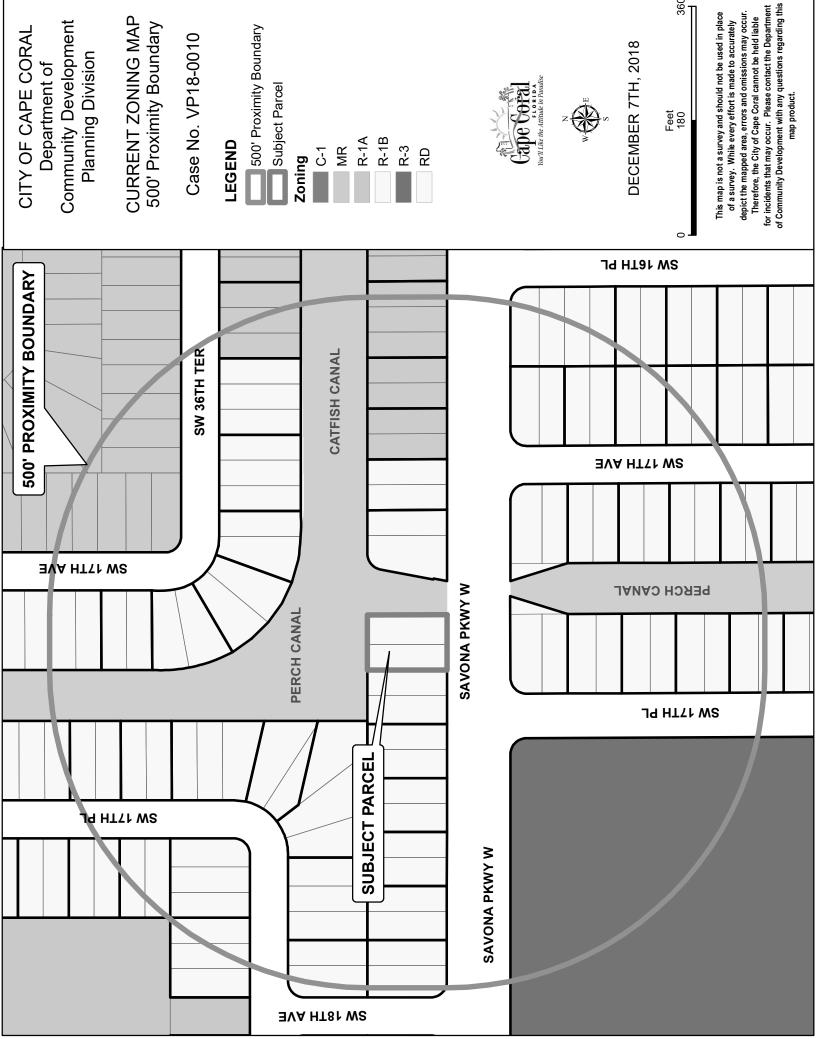
IN RE: APPLICATION OF: JBH Holdings, LLC

ELISABETH A DELGADO MY COMMISSION # GG030474 EXPIRES December 06, 2020

APPLICATION NO: VP18-0010
STATE OF FLORIDA )
COUNTY OF LEE )
I, Vincent A. Cautero, AICP having first been duly sworn according to law, state on my oath the following:
That I am the Director of the Department of Community Development and responsible in performing duties as required for the City of Cape Coral.
That pursuant to City of Cape Coral Code. Section 8.3.2A and Section 8.11.3.A all required written notice and publication has been provided. Also, posting of a sign has been done when applicable per Section 8.3.2A.
DATED this 29th day of April , 2019.
Wall-Cart
Vincent A. Cautero, AICP
STATE OF FLORIDA COUNTY OF LEE
The foregoing instrument was acknowledged before me this and who did not take an oath.
Exp. Date 12/6/20Commission # 4603047

Elisabeth A. Delgado
Print Name of Notary Public







# VP18-0010

Owner: JBH Holdings, LLC.

**Applicant: Jacob Ben-Hiam** 

**Location: 1713 Savona Parkway West** 

**Zoning: Residential Development (RD)** 

**Future Land Use: Single Family (SF)** 

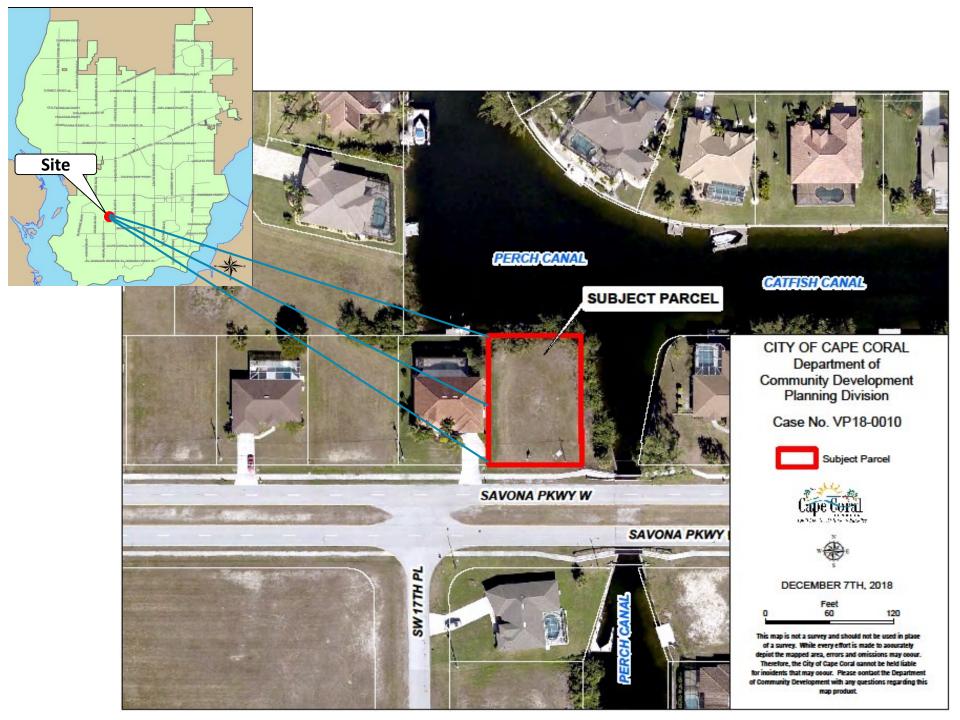
# Request to vacate:

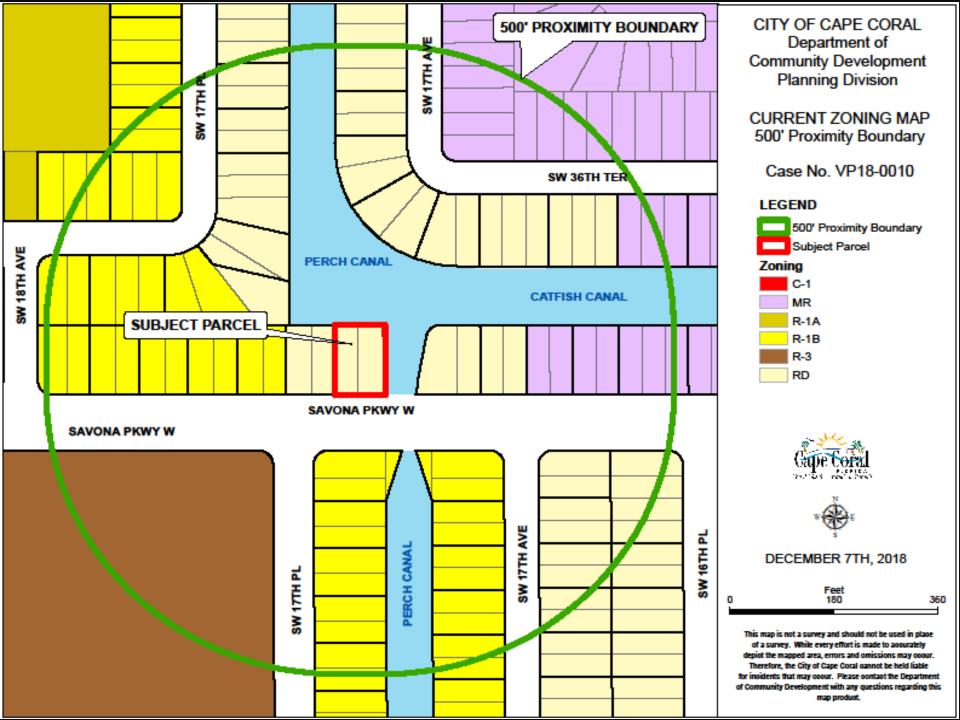
1. 1,756 sq. ft. of ROW Adjacent to the Perch Canal and all underlying easements.

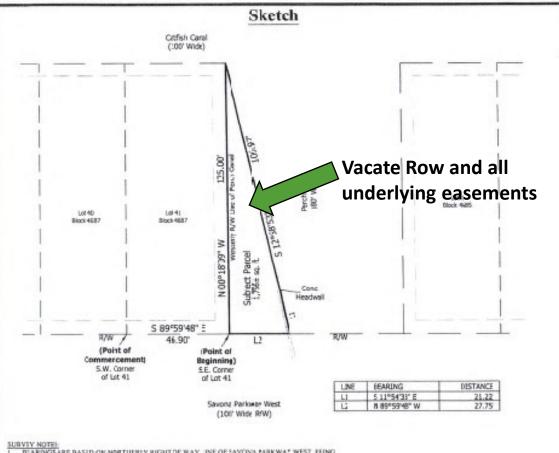
# Background

 Vacation involves the ROW between the property line along the east side of the site and the Perch Canal.

 The vacation will allow the applicant to construct a seawall along the east side of the site on Perch Canal.







BEARINGS ARE BASED ON NORTHERLY RIGHT OF WAY LINE OF SAVONA MARKWAY WEST, FEING

MEASUREMENTS SHOWN ARE IN FEET AND DECIMALS. THERROF

TELS IS NOT A SURPEY

ADDITIONS TO OR CHLETICKS OTHER THAN THE SIGNING SURVEYOR AND MAPPER ARE PROHIBITED BY LAW WITHOUT THE EURRESS VALITTEN CONSENT OF THE SIGNENG SURVIEYOR. AND MAPPER. COPTRIGHT 2018, KING ENGINEERING, DIC, ALL RIGHTS RESERVED.

DO NOT COPY WITHOUT THE WRITTEN CONSENT OF KING ENGINEERING. INC.

Sketch to Accompany Description

Subject Parcel

A Pontion of Perch Canal Right of Way lying adjecent to Lot 41, Block 4687, Unit 70, Cone Coral Subdivision Lee County, Florida



THIS IS NOT A SURVEY

### A KING ENGINEERING COMPANY



CERTIFICATE OF AUTHORIZATION: LIDGO 264 Nichelan Paleung West, Soile A., Cape Cross, Ft. 32901 Phase (199) 470 PM i Para (209) (21 R18) www.bingenjineering.com

PREPARED FOR: Dilson Communities 708 918-6209 SECTION ON TOWNSHIP 403 RAPHSE DE

DATE REVISION

I howevery carefully char, so he here of any knowledgeand belief, the skench and description representation forces, much under my decision on Ortober 1666. 2018 is in secondarize with Standards of Proctions set faith by the Floride Board of BroSoulousi Surveyors & Mappers in Copter 53-17 (Florids Administrative Code, pervasant to Section 472,007 Florido Statutes.

See Shen I of 2 for Signature and See!

DAVID KLITTE CRASER GORT THE FIRST COMES POPULATED AT DESTAYOR I MOVES OR MAD NOT TALK WITHOUT THE MONATURE AND THE GROUND EASIED SLICE. OF A PLORON, LICENSEE SURVEYOR AND MARYER

Sheet 2 of 2

# **Analysis-Section 8.11 LUDR**

## Vacation of ROW

 If approved vacation will enlarge the site by 1,756 sq. ft. and will allow the owner to construct a seawall along the canal.

 ROW lacks improvements other than a small section of seawall next to the bridge.

 Public Works has reviewed the request and supports the vacation with the condition that a right-of-way easement be granted to the City across the vacated property.

# **Analysis**

## **Vacation of Easements**

 Letters of no objection were received from the 3 utility providers.

 The applicant will grant the City a right-of-way easement across the property.

# Correspondence

One phone call.

## Recommendation

Staff recommends approval with conditions.

A hearing was held on May 7<sup>th</sup> and August 6<sup>th</sup>. The Hearing Examiner recommends approval with conditions.

# **Conditions of Approval**

1. The vacation of the 1,756 square feet of ROW and underlying easements shall be consistent with that shown in the sketch and accompanying legal description prepared by Stouten Cramer, entitled "Portion of Perch Canal Right of Way lying adjacent to Lot 41, Block 4687, Unit 70, Cape Coral Subdivision, Lee County Florida, and prepared for Dalton Communities.

# **Conditions of Approval**

2. The applicant shall provide to the City a ROW easement for the purpose of entering upon said property for the expansion of the canal system, including a ROW across said property for utilities, including, but not limited to, water, sewer, electrical and drainage, to expand the existing canal and/or bridge in the future, and to survey, construct, operate, maintain, remove, replace, or abandon drainage and/or utility facilities and to access the Easement Area to maintain, construct, renovate or to expand or enlarge the adjoining bridge and canal right-of-way.

# **Conditions of Approval**

3. This resolution shall be recorded with the LEE County Clerk of Court by the City of Cape Coral. This resolution shall not be effectuated until the applicant reimburses the Department of Community Development for all recording fees associated with this resolution and the easement deed.

**Item** 

B.(2)

Number:

na

Meeting Date:

11/4/2019

Item

ORDINANCES/RESOLUTIONS -

Type:

**Introductions** 

# AGENDA REQUEST FORM CITY OF CAPE CORAL



### TITLE:

Resolution 336-19 (VP 19-0010\*) Set Public Hearing Date for November 18, 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?

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:

**Hearing Examiner Recommendation:** The Hearing Examiner recommends that City Council approve the application for the requested vacations for the reasons set forth in VP HEX Recommendation 14-2019.

**Staff Recommendation:** Staff recommends approval.

### SUMMARY EXPLANATION AND BACKGROUND:

A resolution providing for the vacation of plat for an alley and the underlying public utility and drainage easements located between Lots 1-16 and Lots 17-32, Block 4385, Cape Coral Unit 63; property located at 1942-2018 Skyline Boulevard and 2001-2017 SW 8th Place.

#### **LEGAL REVIEW:**

John E. Naclerio III, Assistant City Attorney

### **EXHIBITS**:

Resolution 336-19 Hearing Examiner Recommendation Back up materials from HEX Hearing Staff Presentation

### PREPARED BY:

Division- Department- City Attorney

### **SOURCE OF ADDITIONAL INFORMATION:**

Mike Struve, Planning Team Coordinator

### ATTACHMENTS:

	Description	Туре
D	Resolution 336-19 (VP 19-0010)	Resolution
D	Hearing Examiner Recommendation	Backup Material
D	Back up material from HEX Hearing	Backup Material
D	Staff Presentation	Backup Material

### RESOLUTION 336 - 19

A RESOLUTION PROVIDING FOR THE VACATION OF PLAT FOR AN ALLEY AND THE UNDERLYING PUBLIC UTILITY AND DRAINAGE EASEMENTS LOCATED BETWEEN LOTS 1-16 AND LOTS 17-32, BLOCK 4385, CAPE CORAL UNIT 63; PROPERTY LOCATED AT 1942-2018 SKYLINE BOULEVARD AND 2001-2017 SW 8<sup>TH</sup> PLACE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Petition was filed by the CITY OF CAPE CORAL for the vacation of plat on property described herein; and

WHEREAS, the Petition meets the requirements of Land Use Development Regulations, Article VIII, Section 8.11, Vacation of Plats, Streets and Other Property of the Code of Ordinances of the City of Cape Coral and it is in the best interest of the public that such Petition be granted.

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

Section 1. The Petition meets the requirements of Article VIII, Section 8.11, of the Code of Ordinances of the City of Cape Coral and it is in the best interest of the public that such Petition be granted. The following-described alley is hereby vacated by the City of Cape Coral, to wit:

A Portion of Right of Way lying adjacent to Block 4385, Unit 63, CAPE CORAL SUBDIVISION, as recorded in Plat Book 21, Pages 48 through 81, in the Public Records of Lee County, Florida, being more particularly described as follows:

Beginning at the Northeast corner of Lot 16, Block 4385, Unit 63, CAPE CORAL SUBDIVISION, as recorded in Plat Book 21, Pages 48 through 81, in the Public Records of Lee County, Florida, run N89°34'44"E along the Southerly Right of Way line of S.W. 19th Lane, for a distance of 20.00 feet to the Northwest corner of Lot 17 of said Block 4385; Thence leaving said Southerly Right of Way line, run S00°12'55"W, along the Westerly line of Lots 17 through 32, of said Block 4385, for a distance of 670.00 feet to the Southwest corner of said Lot 32, also being an intersection with the Northerly Right of Way line of S.W. 21st Street; Thence leaving said Westerly line, run S89°34'44"W, along said Northerly Right of Way line, for a distance of 20.00 feet to Southeast corner of Lot 1, of said Block 4385; Thence leaving said Northerly Right of Way line, run N00°12'55"E, along the Easterly line of Lots 1 through 16, of said Block 4385, for a distance of 670.00 feet to said Northeast corner of Lot 16, also being the Point of Beginning.

Said Parcel Contains 13,396 sq ft. (more or less)

Bearings are based on the Southerly Right of Way Line of S.W. 19th Lane, being N89°34'44"E.

Section 2. The Petition meets the requirements of Article VIII, Section 8.11, of the Code of Ordinances of the City of Cape Coral and it is in the best interest of the public that such Petition be granted. The following described public utility and drainage easements underlying the subject alley are hereby vacated by the City of Cape Coral, to wit:

A Portion of Right of Way lying adjacent to Block 4385, Unit 63, CAPE CORAL SUBDIVISION, as recorded in Plat Book 21, Pages 48 through 81, in the Public Records of Lee County, Florida, being more particularly described as follows:

Beginning at the Northeast corner of Lot 16, Block 4385, Unit 63, CAPE CORAL SUBDIVISION, as recorded in Plat Book 21, Pages 48 through 81, in the Public Records of Lee County, Florida, run N89°34'44"E along the Southerly Right of Way line of S.W. 19th Lane, for a distance of 20.00 feet to the Northwest corner of Lot 17 of said Block 4385; Thence leaving said Southerly Right of Way line, run S00°12'55"W, along the Westerly line of Lots 17 through 32, of said Block 4385, for a distance of 670.00 feet to the Southwest corner of said Lot 32, also being an intersection with the Northerly Right of Way line of S.W. 21st Street; Thence leaving said Westerly line, run S89°34'44"W, along said Northerly Right of Way line, for a distance of 20.00 feet to Southeast corner of Lot 1, of said Block 4385; Thence leaving said Northerly Right of Way line, run N00°12'55"E, along the Easterly line of

Lots 1 through 16, of said Block 4385, for a distance of 670.00 feet to said Northeast corner of Lot 16, also being the Point of Beginning.

Said Parcel Contains 13,396 sq ft. (more or less)

Bearings are based on the Southerly Right of Way Line of S.W. 19th Lane, being N89°34'44"E.

### LESS AND EXCEPT

A parcel of land lying in Section 27, Township 44 South, Range 23 East; being a portion of Block 4385, as shown on the plat of Cape Coral Unit 63, recorded in Plat Book 21 at Pages 48 through 81 of the Public Records of Lee County, Florida; being more particularly described as follows:

Begin at the Northeast corner of Lot 16 Block 4385 as shown on Cape Coral Unit 63, recorded in Plat Book 21 at Pages 48 through 81 of the Public Records of Lee County, Florida; Thence run North 89°34'44" East, along the Southerly right-of-way line of S.W. 19<sup>th</sup> Lane (60' right-of-way) for a distance of 20.00 feet to the Northwest corner of Lot 17, Block 4385; Thence run South 00°12'55" West, along the West line of said Lot 17, for a distance of 6.00 feet, to a point being 6.00 feet South of and parallel to the said Southerly Right-of-Way line of S.W. 19<sup>th</sup> Lane; Thence run South 89°34'44" West along said line, for a distance of 20.00 feet, to a point on the Easterly line of said Lot 16; Thence run North 00°12'55" East along the Easterly line of said Lot 16, for a distance of 6.00 feet to a point on the South line of said S.W. 19<sup>th</sup> Lane; also being the Point of Beginning.

Parcel contains 120 square feet, more or less.

### AND LESS AND EXCEPT

A parcel of land lying in Section 27, Township 44 South, Range 23 East; being a portion of Block 4385, as shown on the plat of Cape Coral Unit 63, recorded in Plat Book 21 at Pages 48 through 81 of the Public Records of Lee County, Florida; being more particularly described as follows:

Begin at the Southeast corner of Lot 1, Block 4385 as shown on Cape Coral Unit 63, recorded in Plat Book 21 at Pages 48 through 81 of the Public Records of Lee County, Florida; Thence run North 00°12'55" East, along the East line of said Lot 1, for a distance of 6.00 feet to a point being 6.00 feet North of and parallel to the Northerly Right-of-Way line of S.W. 19th Lane (60' right-of-way; Thence run North 89°34'44" East, along said line, for a distance of 20.00 feet to a point on the West line of Lot 32, Block 4385; Thence run South 00°12'55" West, along the West line of said Lot 32, to a point on the Northerly Right-of-Way line of said S.W. 21st Street; Thence run South 89°34'44" West along said right-of-way line, a distance of 20.00 feet to the Point of Beginning.

Parcel contains 120 square feet, more or less.

Section 3. The Applicant shall meet the following terms and conditions:

- 1. The vacation of the platted alley shall be consistent with that shown in the sketch and accompanying legal description prepared by Stouten Cramer, dated February 14, 2019, and entitled "Subject Parcel and Subject Parcel Description: 4385-A-V.
- 2. All easements underlying the subject alley ROW shall be vacated except for the easements at the north and south ends of Block 4385 that are depicted and described by the City Public Works Department, entitled "6' P.U.E. & D.E. (North), in Block 4385, Cape Coral Unit 63" and "6' P.U.E. & D.E. (South), in Block 4385, Cape Coral Unit 63."

Section 4. This Resolution shall take effect upon its recording within the Office of the Lee County Clerk of Court by the City of Cape Coral.

ADOPTED BY THE CITY CO	UNCIL OF THE CITY	OF CAPE CORAL AT IT	S REGULAR
COUNCIL SESSION THIS	DAY OF	, 2019.	
	IOE	COVIELLO, MAYOR	

VOTE OF MAYOR AND COUNCILMEMBERS:			
COVIELLO GUNTER CARIOSCIA STOUT		NELSON WELSH WILLIAMS COSDEN	
ATTESTED TO AND FILED IN MY OFFICE THIS DAY OF 2019.			
		KIMBERLY BRUNS	S
JOHN E NACLERIO ASSISTANT CITY A res/vp19-0010	O III		

### **Description**

### **Subject Parcel Description: 4385-A-V**

A Portion of Right of Way lying adjacent to Block 4385, Unit 63, CAPE CORAL SUBDIVISION, as recorded in Plat Book 21, Pages 48 through 81, in the Public Records of Lee County, Florida, being more particularly described as follows:

Beginning at the Northeast corner of Lot 16, Block 4385, Unit 63, CAPE CORAL SUBDIVISION, as recorded in Plat Book 21, Pages 48 through 81, in the Public Records of Lee County, Florida, run N89°34'44"E along the Southerly Right of Way line of S.W. 19th Lane, for a distance of 20.00 feet to the Northwest corner of Lot 17 of said Block 4385; Thence leaving said Southerly Right of Way line, run S00°12'55"W, along the Westerly line of Lots 17 through 32, of said Block 4385, for a distance of 670.00 feet to the Southwest corner of said Lot 32, also being an intersection with the Northerly Right of Way line of S.W. 21st Street; Thence leaving said Westerly line, run S89°34'44"W, along said Northerly Right of Way line, for a distance of 20.00 feet to Southeast corner of Lot 1, of said Block 4385; Thence leaving said Northerly Right of Way line, run N00°12'55"E, along the Easterly line of Lots 1 through 16, of said Block 4385, for a distance of 670.00 feet to said Northeast corner of Lot 16, also being the Point of Beginning.

Said Parcel Contains 13,396 sq ft. (more or less)

Bearings are based on the Southerly Right of Way Line of S.W. 19th Lane, being N89°34'44"E.

### THIS IS NOT A SURVEY

Description to Accompany Sketch Subject Parcel - 4385-A-V

A Portion of Right of Way lying adjacent to Block 4385, Unit 63, Cape Coral Subdivision, as recorded in Plat Book 21, Pages 48 through 81, Lee County, Florida. Not Valid without Sheet 2 of 2

Sheet 1 of 2

A KING ENGINEERING COMPANY

King Since S

CERTIFICATE OF AUTHORIZATION: LB2610
324 Nicholas Parkway West, Suite A, Cape Coral, FL 33991
Phone: (239) 673-9541 Fax: (239) 424-8181
www.kingengineering.com

I hereby certify that, to the best of my knowledge and belief, the sketch and description represented hereon, made under my direction on February 14th, 2019 is in accordance with Standards of Practice as set forth by the Florida Board of Professional Surveyors & Mappers in Chapter 5J-17, Florida Administrative Code, pursuant to Section 472.027 Florida Statutes.

JEFFREY D. STOUTEN (FOR THE FIRM)

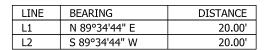
FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. 6584 NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPEI

JOB # 19-1067

PREPARED FOR: Evelyn Monteagudo

SECTION 27, TOWNSHIP 44S, RANGE 23E

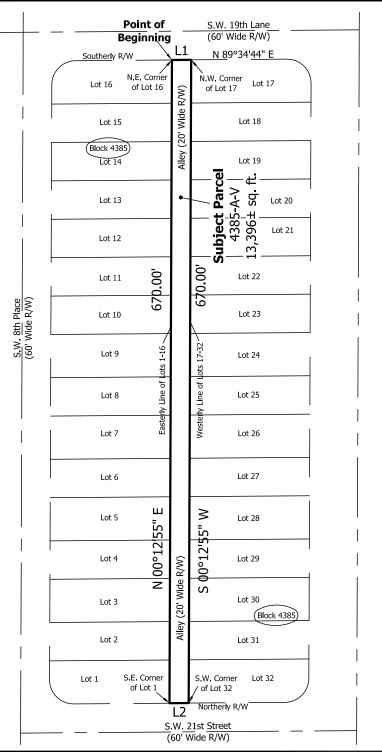




Legend:
R/W Right of Way

### SURVEY NOTES:

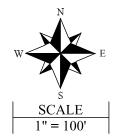
- 1. BEARINGS ARE BASED ON THE SOUTHERLY RIGHT OF WAY LINE OF S.W. 19th LANE, BEING
- 2. MEASUREMENTS SHOWN ARE IN FEET AND DECIMALS THEREOF.
- 3. THIS IS NOT A SURVEY
- 4. ADDITIONS TO OR DELETIONS OTHER THAN THE SIGNING SURVEYOR AND MAPPER ARE PROHIBITED BY LAW WITHOUT THE EXPRESS WRITTEN CONSENT OF THE SIGNING SURVEYOR AND MAPPER. COPYRIGHT 2019, KING ENGINEERING, INC., ALL RIGHTS RESERVED.
- 5. DO NOT COPY WITHOUT THE WRITTEN CONSENT OF KING ENGINEERING, INC.
- 6. NOT VALID WITHOUT SHEET 1 OF 2.



Sketch to Accompany Description

# Subject Parcel - 4385-A-V

A Portion of Right of Way lying adjacent to Block 4385, Unit 63, Cape Coral Subdivision, as recorded in Plat Book 21, Pages 48 through 81, Lee County, Florida.



# THIS IS NOT A SURVEY

# STOUTENCRAMER A KING ENGINEERING COMPANY



CERTIFICATE OF AUTHORIZATION: LB2610
324 Nicholas Parkway West, Suite A, Cape Coral, FL 33991
Phone: (239) 673-9541 Fax: (239) 424-8181
www.kingengineering.com

JOB # 19-1067	PREPARED FOR: Evelyn Monteagudo	
SECTION 27, T	OWNSHIP 44S, RANGE 23E	
DATE	REVISION	

I hereby certify that, to the best of my knowledge and belief, the sketch and description represented hereon, made under my direction on February 14th, 2019 is in accordance with Standards of Practice as set forth by the Florida Board of Professional Surveyors & Mappers in Chapter 5J-17, Florida Administrative Code, pursuant to Section 472.027 Florida Statutes.

See Sheet 1 of 2 for Signature and Seal

DAVID KEITH CRAMER (FOR THE FIRM)

FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO, 6655 NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

Sheet 2 of 2

# 6.00' P.U.E. & D.E. – Block 4385 (North) (CC-19-0034)

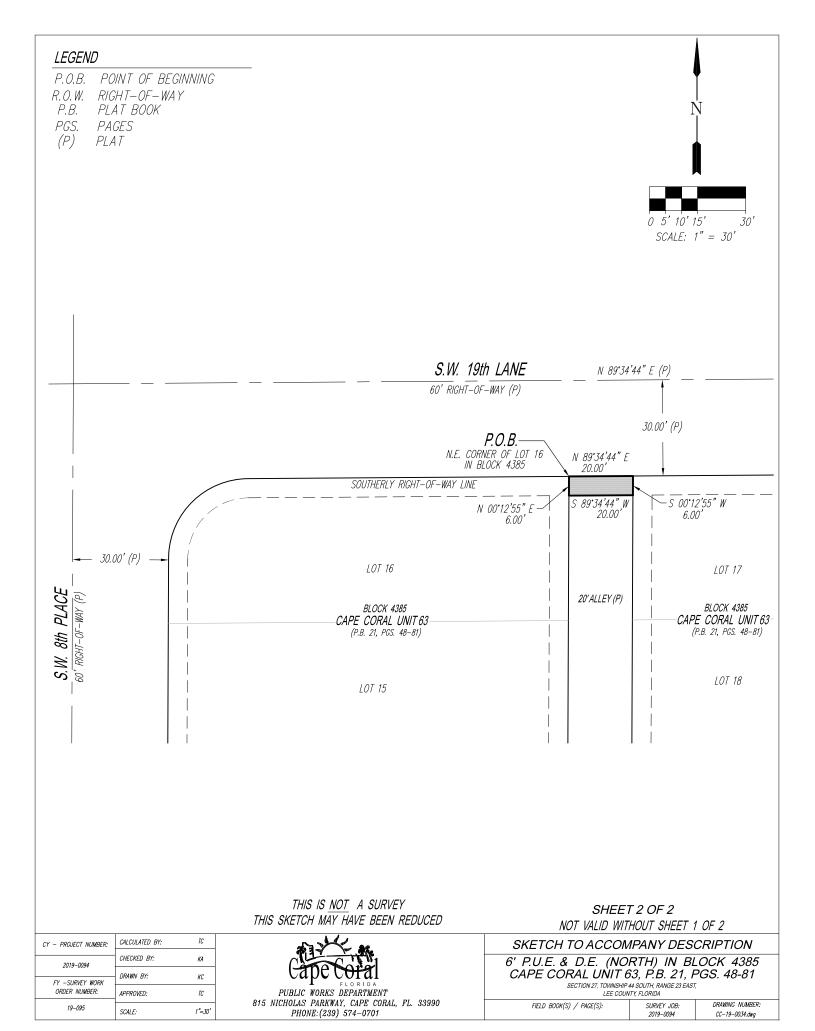
A parcel of land lying in Section 27, Township 44 South, Range 23 East; being a portion of Block 4385, as shown on the plat of Cape Coral Unit 63, recorded in Plat Book 21 at Pages 48 through 81 of the Public Records of Lee County, Florida; being more particularly described as follows:

**Begin** at the Northeast corner of Lot 16 Block 4385 as shown on Cape Coral Unit 63, recorded in Plat Book 21 at Pages 48 through 81 of the Public Records of Lee County, Florida; Thence run North 89°34′44″ East, along the Southerly right-of-way line of S.W. 19<sup>th</sup> Lane (60′ right-of-way) for a distance of 20.00 feet to the Northwest corner of Lot 17, Block 4385; Thence run South 00°12′55″ West, along the West line of said Lot 17, for a distance of 6.00 feet, to a point being 6.00 feet South of and parallel to the said Southerly Right-of-Way line of S.W. 19<sup>th</sup> Lane; Thence run South 89°34′44″ West along said line, for a distance of 20.00 feet, to a point on the Easterly line of said Lot 16; Thence run North 00°12′55″ East along the Easterly line of said Lot 16, for a distance of 6.00 feet to a point on the South line of said S.W. 19<sup>th</sup> Lane; also being the **Point of Beginning.** 

Parcel contains 120 square feet, more or less.

Bearings refer to the Plat of Cape Coral Unit 63, recorded in Plat Book 21 at Pages 48 through 81 of the Public Records of Lee County, Florida.

Subject to Easements, Reservations and Restrictions of record.



# 6.00' P.U.E. & D.E.- Block 4385 (South) (CC-19-0034)

A parcel of land lying in Section 27, Township 44 South, Range 23 East; being a portion of Block 4385, as shown on the plat of Cape Coral Unit 63, recorded in Plat Book 21 at Pages 48 through 81 of the Public Records of Lee County, Florida; being more particularly described as follows:

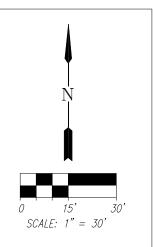
**Begin** at the Southeast corner of Lot 1, Block 4385 as shown on Cape Coral Unit 63, recorded in Plat Book 21 at Pages 48 through 81 of the Public Records of Lee County, Florida; Thence run North 00°12′55″ East, along the East line of said Lot 1, for a distance of 6.00 feet to a point being 6.00 feet North of and parallel to the Northerly Right-of-Way line of S.W. 19<sup>th</sup> Lane (60′ right-of-way; Thence run North 89°34′44″ East, along said line, for a distance of 20.00 feet to a point on the West line of Lot 32, Block 4385; Thence run South 00°12′55″ West, along the West line of said Lot 32, to a point on the Northerly Right-of-Way line of said S.W. 21<sup>st</sup> Street; Thence run South 89°34′44″ West along said right-of-way line, a distance of 20.00 feet to the **Point of Beginning**.

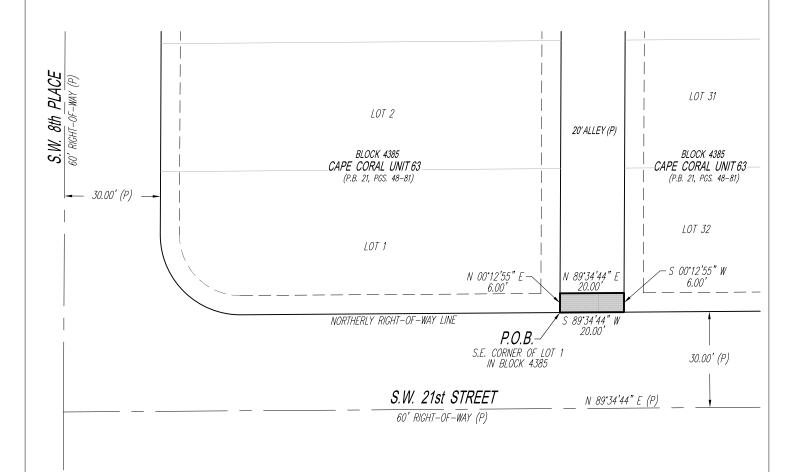
Parcel contains 120 square feet, more or less.

Bearings refer to the Plat of Cape Coral Unit 63, recorded in Plat Book 21 at Pages 48 through 81 of the Public Records of Lee County, Florida.

Subject to Easements, Reservations and Restrictions of record.

# LEGEND P.O.B. POINT OF BEGINNING R.O.W. RIGHT—OF—WAY P.B. PLAT BOOK PGS. PAGES (P) PLAT





THIS IS  $\underline{NOT}$  A SURVEY THIS SKETCH MAY HAVE BEEN REDUCED

SHEET 2 OF 2 NOT VALID WITHOUT SHEET 1 OF 2

CY - PROJECT NUMBER:	CALCULATED BY:	TC
2019-0094	CHECKED BY:	KA
	DRAWN BY:	KC
FY -SURVEY WORK ORDER NUMBER:	APPROVED:	TC
19-095	SCALE:	1"=30"



PUBLIC WORKS DEPARTMENT 815 NICHOLAS PARKWAY, CAPE CORAL, FL. 33990 PHONE:(239) 574-0701

SKETCH TO ACCOMPANY DESCRIPTION
6' P.U.E. & D.E. (SOUTH) IN BLOCK 4385 CAPE CORAL UNIT 63, P.B. 21, PGS. 48-81
SECTION 27, TOWNSHIP 44 SOUTH, RANGE 23 EAST,

# OFFICE OF THE HEARING EXAMINER, CITY OF CAPE CORAL HEARING EXAMINER RECOMMENDATION VP HEX RECOMMENDATION 14-2019

### DCD CASE # VP 19-0010

Rendered October 1, 2019

APPLICATION FOR: Vacation of platted alley right-of-way and underlying easements

**OWNERS:** Multiple (see attached Exhibit "A")

**APPLICANT**: City of Cape Coral

APPLICANT'S REPRESENTATIVE: Michael Struve, AICP and LEED Green Associate

**LOCATION OF PROPERTIES:** Multiple (see attached Exhibit "A")

**ZONING DISTRICT:** Commercial (C)

**FUTURE LAND USE CLASSIFICATION:** Commercial/Professional (C/P)

**HEARING DATE:** October 1, 2019

SUMMARY OF REQUEST: The City requests a vacation of 13,369 square feet of platted alley right-of-way (ROW) and 13,129 square feet of underlying

easements between Lots 1-16 and Lots 17-32, Block 4385.

# 1. SUMMARY OF HEARING EXAMINER RECOMMENDATION

The Hearing Examiner recommends that City Council **approve** the application for the requested vacations for the reasons set forth below.

# II. NOTICE OF HEARING

The Hearing Examiner found that proper notice of the hearing had been given, in accordance with the requirements of Article VIII, §8.3, Public Hearings, of the City of Cape Coral Land Use and Development Regulations ("LUDRs"), and based upon the testimony of City Staff Michael Struve.

# III. PARTICIPANTS IN HEARING

CITY STAFF/APPLICANT'S REPRESENTATIVE: Michael Struve, AICP and LEED Green Associate<sup>1</sup>

CITY CLERK'S OFFICE: Patricia Sorrels

<sup>1</sup> Mr. Struve was recognized as an expert in land planning issues associated with this Application, based upon his prior appearances before the Hearing Examiner and his credentials which are on file with the City Clerk's Office.

MEMBERS OF PUBLIC: None

TELEPHONE CALLS/EMAILS FROM PUBLIC: Staff testified that he received one (1) telephone call for information from a member of the public.

# IV. **EXHIBITS**

APPLICANT'S AND CITY STAFF'S EXHIBITS: previously submitted.

# V. REVIEW OF LUDR REQUIREMENTS

<u>Authority.</u> The Hearing Examiner has the authority to recommend approval or denial of an application for a vacation of a plat and associated easements pursuant to LUDR §9.2.3 b.8.

<u>Standard of Review of Evidence; Hearsay Evidence.</u> The Hearing Examiner's recommendation is based on whether the application meets all applicable requirements of the Comprehensive Plan, the City Code of Ordinances, and the LUDRs, upon review of the entirety of the record.

Hearsay evidence may be used for the purpose of supplementing or explaining other evidence, but it shall not be sufficient by itself to support a finding unless it would be admissible over objection in court. The Hearing Examiner must consider all competent substantial evidence in the record as defined by LUDR § 8.3.1.C.3.b.

Applicable Regulations: Application Received Prior to August 5, 2019. Staff testified that the Application requesting this vacation was submitted for City review in June, 2019. Accordingly, this case has been reviewed, and this Recommendation is based upon, the LUDRs in effect prior to August 5, 2019, the date the new Land Development Code ordinance was adopted by City Council.

<u>LUDR Standards.</u> The Hearing Examiner reviewed the application in accordance with the standards set forth in LUDR § 8.11, *Vacation of plats, rights-of-way and other property*, in addition to the general standards set forth in the LUDRs and the City Comprehensive Plan.

# VI. TESTIMONY AT HEARING

Incorporation of Staff Report by Staff

Staff incorporated the Staff Report into his presentation by reference.

Hearing Examiner's Recommended Findings of Fact.

All documentary and oral testimony below is accepted by the Hearing Examiner as recommended findings of fact, unless specifically noted otherwise. The Hearing

Examiner recommends that the City Council accept such testimony as findings of fact to substantiate its decision regarding this Application.

# VII. **DISCUSSION**

# Site Information

Staff testified that the subject alley is 20 feet wide, unimproved and unpaved, and runs north to south, parallel to Skyline Boulevard.

Staff further testified that the alley is located between Lots 1 through 16 and Lots 17 through 32 in Block 4385 in central Cape Coral, approximately 0.5 miles north of the Veteran's Memorial Parkway and Skyline Boulevard intersection.

Approximately 13,396 square feet of alley ROW is subject to the instant request. Staff testified that Block 4385 consists of 11 parcels as a site at the north end of the block addressed as 1942 Skyline Boulevard, while combined by the Lee County Property Appraiser's Office, remains as two distinct properties because of the alley.

Staff testified that, of the 11 sites, six are undeveloped. Staff testified that three (3) of the undeveloped sites on the northern half of the block are under common ownership. While not immediately relevant to this vacation request, staff testified that the owner expressed an intent to develop these sites with a child care facility.

Four of the remaining five sites are developed with single-family dwellings. The remaining site, located on Lots 20-22, is developed with a duplex. Staff further testified that the alley is unimproved, as the City does not require off-site improvements, like paving of alleys, when single-family dwellings and duplexes are constructed.

# Purpose of the Vacation Request

Staff testified that the purpose of this vacation request is that existing residential development in the block makes it unlikely that the alley ROW will be needed in the future. In addition, staff testified that the vacation, if granted by City Council, would also assist in fostering the commercial project planned for the north end of the block.

### Surrounding Area

Staff testified that Block 4385 is bound by four streets: SW 19<sup>th</sup> Lane to the north; Skyline Boulevard to the east; SW 21<sup>st</sup> Street to the south; and SW 8<sup>th</sup> Place to the west. Staff further testified that the block contains 10 parcels with a collective area of 3.89 acres. Five of the sites in the block are developed; four with single-family dwellings and one with a duplex.

Staff further testified that all parcels in Block 4385 have a Commercial/Professional Future Land Use Classification (FLUC) and Commercial (C) Zoning.

# Zoning History of Block 4385

Staff testified that the Future Land Use Designation of Block 4385 had been changed in 2010 from Single Family/Multi Family to Commercial Activity Center (CAC) by Ordinance 35-10, and subsequently in 2019 from CAC to Commercial/Professional by Ordinance 2-19.

Staff further testified that the zoning was changed in 1990 from Multi-Family Residential (R-3) to Residential Development (RD) by Ordinance 61-90. It was subsequently changed in 2011 from RD to Marketplace-Residential (MR) by Ordinance 42-11. Most recently, it was changed in 2019 from MR to Commercial by Ordinance 4-19.

# Review of Request

Staff testified that Commercially zoned properties which are adjacent to a platted alley are required to improve the alley fronting the site prior to the issuance of a certificate of occupancy, as set forth in LDC Section 5.1.8D.

Staff pointed out that this requirement could impede the development of Lots 9-16 and 17-19, which are under common ownership, by preventing the assembly of the lots into a single, consolidated site. Accordingly, staff testified that this vacation may also expedite the development of commercial sites at the north and south ends of the block by promoting property assembly. For these reasons, staff recommended a finding that this vacation request is consistent with the public interest and would not be harmful to the surrounding area. The Hearing Examiner agrees with this recommendation.

In addition, staff testified that Lots 1-2 and 31-32 (at the south end of the block) are under common ownship; therefore, vacation of the alley ROW could similarly assist in combining these parcels into a single commercial site.

Staff testified that this ROW is not used for access or the delivery of services, due to its current status of being unimproved. Given the existing residential development, staff testified that he does not foresee a future need for the alley.

Staff testified that Comcast, Century Link and LCEC lack facilities in the alley and that the City lacks facilities in the alley as well. However, staff testified that the City would retain sufficient easements at the north and south terminus of the block to provide a continuous six foot wide easement around Block 4385.

# Recommendation that City Council Find That Applicant Has Complied with All Requirements for the Requested Vacations, as Set Forth in LUDR §8.11

1. Applicant has the authority to file this Application (LUDR §8.11.3b.1)

The City is authorized under the above-referenced regulation to file this Application.

- 2. A copy of the plat **has** been provided, showing the portions for which vacation is sought (LUDR §8.11.3b.2)
- 3. and 4. Comcast, LCEC and Century Link have no facilities in the subject property. (LUDR §8.11.3b.3 and LUDR §8.11.3b.4-6)
- 5. A copy of a recent boundary survey or survey sketch of the property prepared and executed by a registered surveyor, has been provided, showing the area requested to be vacated; providing complete metes and bounds legal descriptions of said areas, and showing all pavement and all utility and drainage facilities in said area, including water, sewer and cable lines, utility poles, swales, ditches, manholes and catch basins. Separate drawings and metes and bounds legal descriptions will be required for each proposed vacation area when the right-of-way and easement configurations differ. (LUDR §8.11.3b.7.B)

All necessary documents are attached as Exhibits.

6. No Reasonably Foreseeable Public Use of the Vacated Area. (LUDR, §8.11.3 d)

The above testimony is incorporated into this standard by reference.

It is recommended that, for the above reasons, the City Council finds there is no reasonably foreseeable public use for the requested vacations.

7. City's Retention of Easements for Utilities and/or Drainage in and Upon the Vacated Area. (LUDR, §8.11.3 d)

It is recommended that the City Council retain perimeter easements for future utility installation and maintenance.

# Consistency with the Comprehensive Plan (LUDR §8.11)

For the reasons set forth above, Staff testified that this request is consistent with the following Policy of the Future Land Use Element of the City's Comprehensive Plan:

Policy 5.5. The City may consider the vacation of rights-ofway to facilitate land assembly and the development of a unified, contiguous commercial project.

It is recommended that the City Council find that the vacation request is consistent with the City's Comprehensive Plan

# Consistency with City Requirements and All Applicable Law

It is recommended that City Council find that granting the requested vacation, as conditioned below, **would be consistent** with the City Comprehensive Plan, Land Use Development Regulations, and all other applicable law.

# VIII. EXHIBITS

The following Exhibits are attached hereto and hereby incorporated by reference:

- Exhibit "A": list of STRAP numbers, zoning and future land use designation, site address, owner name, indication of improved or not, legal descriptions, and individual areas in square feet, for each of the properties adjacent to the proposed alley vacation site.
- Exhibit "B": sketch and accompanying legal description prepared by Stouten Cramer, dated February 14, 2019, entitled Sketch and Legal Description for Subject Parcel -4385-A-V A Portion of a Right of Way lying adjacent to Block 4385, Unit 63, Cape Coral." (2 pages).
- Exhibit "C": sketch and accompanying legal description prepared by City of Cape Coral Public Works Department, dated "2019-08-19", entitled 6' PUE and DE (North) in Block 4385, Cape Coral Unit 63, PB 21, Pgs. 48-81. (2 pages).
- Exhibit "D": sketch and accompanying legal description prepared by City of Cape Coral Public Works Department dated "2019.08.19: entitled 6' PUE and DE (South) in Block 4385, Cape Coral Unit 63, PB 21, Pgs. 48-81. (2 pages).

# IX. RECOMMENDED CONDITIONS OF APPROVAL

City staff testified regarding recommendations for conditions of approval, set forth below. The Hearing Examiner **recommends** that the following conditions of approval be adopted as part of the City Council's approval of Applicant's request:

1. <u>Vacation of Platted Alley ROW Consistent With Sketch and Accompanying Legal Description.</u> The vacation of the platted alley ROW shall be consistent with that shown in the sketch and accompanying legal description prepared by Stouten Cramer, dated February 14, 2019, and entitled "Subject Parcel and Subject Parcel Description: 4385-A-V."

- 2. <u>Vacation of Easements Consistent with Sketch and Accompanying :egal Description.</u> All easements underlying the subject alley ROW shall be vacated except for the easements at the north and south ends of Block 4385 that are depicted and described by the City Public Works Department, entitled "6' P.U.E. & D.E. (North), in Block 4385, Cape Coral Unit 63 and 6' P.U.E. & D.E. (South), in Block 4385, Cape Coral Unit 63."
- Compliance with Zoning District Standards and Requirements and Inclusion of LUDRs, City Ordinances and Other Applicable Law. Applicant shall comply with all standards and requirements for the zoning district in which the property is located and all other requirements set forth in the LUDRs, City ordinances and all other applicable laws and regulations, which are incorporated herein by reference.

The Hearing Examiner hereby **RECOMMENDS APPROVAL** of the request for the above-referenced Vacation filed by Applicant, **WITH THE CONDITIONS** set forth above.

This Recommendation takes effect on the date specified below.

HEARING EXAMINER OF THE CITY OF CAPE CORAL, FLORIDA

ATTEST.

CITY CLERK

parl	of 2
O	()

STRAP	ZONING	FLU	SITE ADDRESS	OWNER NAME	IMPROVED
274423C3043850010	С	CP	2017 SW 8th Place	Patricia A. Fabrizi Trust	N
274423C3043850040	С	СP	2011 SW 8th Place	Stephen W. Kondas	Υ
274423C3043850060	С	CP	2007 SW 8th Place	Michael and Brittany Viviani	Υ
274423C3043850090	С	CP	2001 SW 8th Place	Kids World Preschool Inc.	N
274423C3043850110	С	CP	1942 Skyline Boulevard	Kids World Preschool Inc.	N
274423C3043850200	С	CP	1948 Skyline Boulevard	Kyle Ottney	Υ
274423C3043850230	С	CP	2004 Skyline Boulevard	Jean L. and Huguette Philippe	Υ
274423C3043850260	С	CP	2008 Skyline Boulevard	Edward G./Rosanglea Deazevedo	Υ
274423C3043850280	С	CP	2012 Skyline Boulevard	Altidor Ira Ejito	N
274423C3043850300	С	CP	2018 Skyline Boulevard	Patricia A. Fabrizi Trust	N

TOTAL

Note: 1942 Skyline Boulevard actually consists of two separate sites separated by an alley that was combined into

Exhibit "A", p. 2 of 2

	AREA (sq.
LEGAL	ft.)
Cape Coral Unit 63, Block 4385, PB 21, PG 56, Lots 1-3	16,112
Cape Coral Unit 63, Block 4385, PB 21, PG 56, Lots 4-5	10,625
Cape Coral Unit 63, Block 4385, PB 21, PG 56, Lots 6-8	15,625
Cape Coral Unit 63, Block 4385, PB 21, PG 56, Lots 9-10	10,625
Cape Coral Unit 63, Block 4385, PB 21, PG 56, Lots 11-19	47,731
Cape Coral Unit 63, Block 4385, PB 21, PG 56, Lots 20-22	15,000
Cape Coral Unit 63, Block 4385, PB 21, PG 56, Lots 23-25	15,625
Cape Coral Unit 63, Block 4385, PB 21, PG 56, Lots 26-27	10,625
Cape Coral Unit 63, Block 4385, PB 21, PG 56, Lots 28-29	10,625
Cape Coral Unit 63, Block 4385, PB 21, PG 56, Lots 30-32	16,119

168,712 (3.87 acres)

one site by the Lee County Property Appraiser's Office.

# **Description**

# Subject Parcel Description: 4385-A-V

A Portion of Right of Way lying adjacent to Block 4385, Unit 63, CAPE CORAL SUBDIVISION, as recorded in Plat Book 21, Pages 48 through 81, in the Public Records of Lee County, Florida, being more particularly described as follows:

Beginning at the Northeast corner of Lot 16, Block 4385, Unit 63, CAPE CORAL SUBDIVISION, as recorded in Plat Book 21, Pages 48 through 81, in the Public Records of Lee County, Florida, run N89°34'44"E along the Southerly Right of Way line of S.W. 19th Lane, for a distance of 20.00 feet to the Northwest corner of Lot 17 of said Block 4385; Thence leaving said Southerly Right of Way line, run S00°12'55"W, along the Westerly line of Lots 17 through 32, of said Block 4385, for a distance of 670.00 feet to the Southwest corner of said Lot 32, also being an intersection with the Northerly Right of Way line of S.W. 21st Street; Thence leaving said Westerly line, run S89°34'44"W, along said Northerly Right of Way line, for a distance of 20.00 feet to Southeast corner of Lot 1, of said Block 4385; Thence leaving said Northerly Right of Way line, run N00°12'55"E, along the Easterly line of Lots 1 through 16, of said Block 4385, for a distance of 670.00 feet to said Northeast corner of Lot 16, also being the Point of Beginning.

Said Parcel Contains 13,396 sq ft. (more or less)

Bearings are based on the Southerly Right of Way Line of S.W. 19th Lane, being N89°34'44"E.

# THIS IS NOT A SURVEY

Description to Accompany Sketch
Subject Parcel - 4385-A-V

A Portion of Right of Way lying adjacent to Block 4385, Unit 63, Cape Coral Subdivision, as recorded in Plat Book 21, Pages 48 through 81, Lee County, Florida. Not Valid without Sheet 2 of 2

I hereby certify that, to the best of my knowledge and belief, the sketch and description represented hereon, made under my

direction on February 14th, 2019 is in accordance with Standards of Fractice as set forth by the Florida Board of Professional Surveyors & Mappers in Chapter 5J-17, Florida Administrative Code, pursuant to Section 472.027 Florida

Sheet 1 of 2

STOUTENCRAMER
A KING ENGINEERING COMPANY

King Segineering associates, inc.

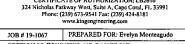
CERTIFICATE OF AUTHORIZATION: LB2610 324 Nicholas Parkway West, Suite A, Cape Coral, FL 33991 Phone: (239) 673-9541 Fax: (239) 424-8181 www.kingenginecring.com Statutes. . .

JEFFREY D. STOUTEN (FOR THE FIRM)
FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. 6584
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL
RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

JOB # 19-1067

PREPARED FOR: Evelyn Monteagudo

SECTION 27, TOWNSHIP 44S, RANGE 23E



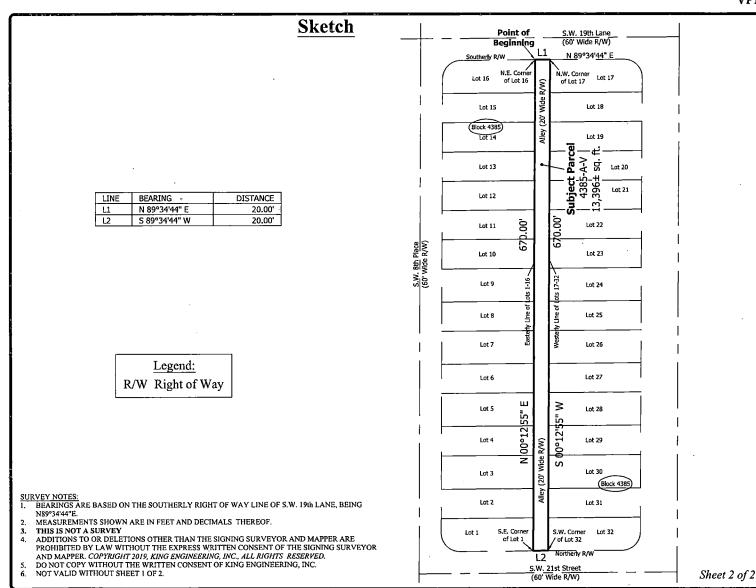
SECTION 27, TOWNSHIP 44S, RANGE 23E

DATE REVISION

I hereby certify that, to the best of my knowledge and belief, the sketch and description represented hereon, made under my direction on February 14th, 2019 is in accordance with Standards of Practice as set forth by the Florida Board of Professional Surveyors & Mappers in Chapter 53-17, Florida Administrative Code, pursuant to Section 472,027 Florida Statutes.

See Sheet 1 of 2 for Signature and Seal

DAVID KEITH CRAMER (FOR THE FIRM) FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. 6655 NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER



5xhib+ "b,"

0292

THIS IS NOT A SURVEY THIS SKETCH MAY HAVE BEEN REDUCED

SHEET 2 OF 2 NOT VALID WITHOUT SHEET 1 OF 2

CY - PROJECT NUMBER:	CALCULATED BY:	īC
2019-0094	CHECKED BY:	м
	DRAWN BY:	KC
FY -SURVEY WORK ORDER NUMBER:	APPROVED:	ıc
19-095	SCALE:	1"=30"

LEGEND

P.B.

PGS.

(P)

S.W. 8th PLACE 60' RICHT-OF-WAY (P)

PLAT



	_	FLUKID	A		
PUBLIC	WORKS	DEPARTA	<i>IENT</i>		
815 NICHOLAS	PARKWA	Y, CAPE	CORAL,	FL.	33990
PHO.	NE:(239,	) 574-07	01		

SKETCH TO ACCOMPANY DESCRIPTION			
6' P.U.E. & D.E. (NORTH) IN BLOCK 4385 CAPE CORAL UNIT 63, P.B. 21, PGS. 48-81 SECTION 27, TOWNSHIP 44 SOUTH, PANGE 23 EAST, LEE COUNTY, FLORIDA			
FIELD BOOK(S) / PAGE(S):	SURVEY JOB: 2019-0094	DRAWING NUMBER: CC-19-0034.dwg	

# 6.00' P.U.E. & D.E. - Block 4385 (North) (CC-19-0034)

A parcel of land lying in Section 27, Township 44 South, Range 23 East; being a portion of Block 4385, as shown on the plat of Cape Coral Unit 63, recorded in Plat Book 21 at Pages 48 through 81 of the Public Records of Lee County, Florida; being more particularly described as follows:

Begin at the Northeast corner of Lot 16 Block 4385 as shown on Cape Coral Unit 63, recorded in Plat Book 21 at Pages 48 through 81 of the Public Records of Lee County, Florida; Thence run North 89°34′44″ East, along the Southerly right-of-way line of S.W. 19th Lane (60′ right-of-way) for a distance of 20.00 feet to the Northwest corner of Lot 17, Block 4385; Thence run South 00°12′55" West, along the West line of said Lot 17, for a distance of 6.00 feet, to a point being 6.00 feet South of and parallel to the said Southerly Right-of-Way line of S.W. 19th Lane; Thence run South 89°34′44″ West along said line, for a distance of 20.00 feet, to a point on the Easterly line of said Lot 16; Thence run North 00°12′55″ East along the Easterly line of said Lot 16, for a distance of 6.00 feet to a point on the South line of said S.W. 19<sup>th</sup> Lane; also being the Point of Beginning.

Parcel contains 120 square feet, more or less.

Bearings refer to the Plat of Cape Coral Unit 63, recorded in Plat Book 21 at Pages 48 through 81 of the Public Records of Lee County, Florida.

Subject to Easements, Reservations and Restrictions of record.

Tom

Digitally signed by

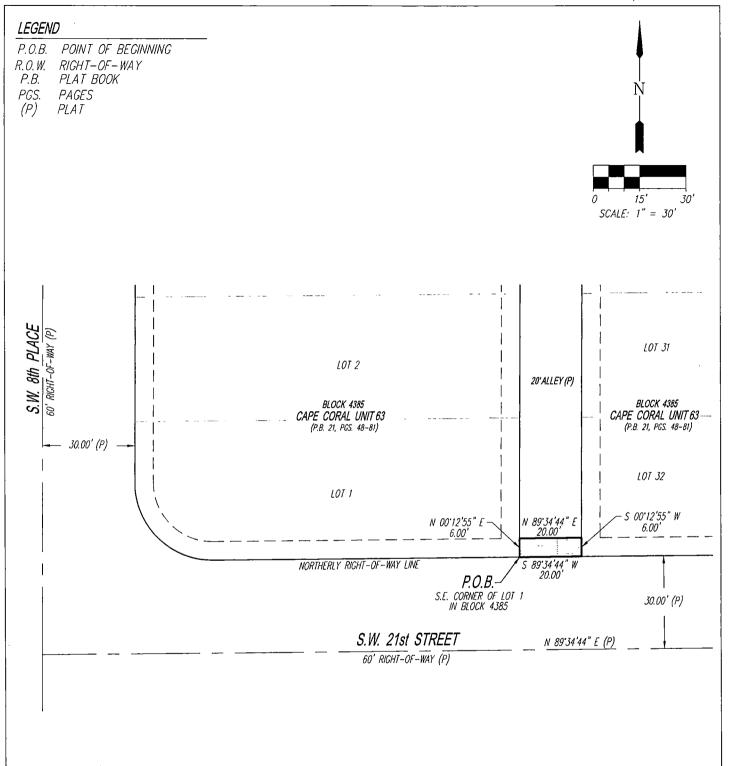
Chernesky,

Tom Chernesky, PSM

PSM #5426 11:50:15 -04'00'

Date: 2019.08.19

SHEET 1 OF 2



THIS IS <u>NOT</u> A SURVEY THIS SKETCH MAY HAVE BEEN REDUCED

SHEET 2 OF 2 NOT VALID WITHOUT SHEET 1 OF 2

CY - PROJECT NUMBER:	CALCULATED BY:	10
2019-0094	CHECKED BY:	ж
FY -SURVEY WORK	DRAWN BY:	кс
ORDER NUMBER:	APPROVED:	IC
19-095	SCALE:	1"=30"



PUBLIC WORKS DEPARTMENT 815 NICHOLAS PARKWAY, CAPE CORAL, FL. 33990 PHONE:(239) 574-0701

SKETCH TO ACCOMPANY DESCRIPTION			
	OUTH) IN B 63, P.B. 21, I 24 SOUTH, RANGE 23 EAS NTY, FLORIDA	LOCK 4385 PGS. 48-81	
FIELD BOOK(S) / PAGE(S):	SURVEY JOB: 2019-0094	DRAWING NUMBER: CC-19-0034.dwg	

# 6.00' P.U.E. & D.E.- Block 4385 (South) (CC-19-0034)

A parcel of land lying in Section 27, Township 44 South, Range 23 East; being a portion of Block 4385, as shown on the plat of Cape Coral Unit 63, recorded in Plat Book 21 at Pages 48 through 81 of the Public Records of Lee County, Florida; being more particularly described as follows:

Begin at the Southeast corner of Lot 1, Block 4385 as shown on Cape Coral Unit 63, recorded in Plat Book 21 at Pages 48 through 81 of the Public Records of Lee County, Florida; Thence run North 00°12′55" East, along the East line of said Lot 1, for a distance of 6.00 feet to a point being 6.00 feet North of and parallel to the Northerly Right-of-Way line of S.W. 19th Lane (60' right-of-way; Thence run North 89°34'44" East, along said line, for a distance of 20.00 feet to a point on the West line of Lot 32, Block 4385; Thence run South 00°12'55" West, along the West line of said Lot 32, to a point on the Northerly Right-of-Way line of said S.W. 21" Street; Thence run South 89°34'44" West along said rightof-way line, a distance of 20.00 feet to the Point of Beginning.

Parcel contains 120 square feet, more or less.

Bearings refer to the Plat of Cape Coral Unit 63, recorded in Plat Book 21 at Pages 48 through 81 of the Public Records of Lee County, Florida.

Subject to Easements, Reservations and Restrictions of record.

Tom

Digitally signed by Tom Chernesky, PSM

Chernesky, #5426

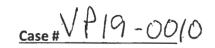
Date: 2019.08.19 PSM #5426 11:50:43-04'00'

SHEET 1 OF 2



**VACATION OF PLAT APPLICATION** 

Questions: 239-574-0776



# INSTRUCTIONS - APPLICATION FOR VACATION OF A PLAT, STREET, ALLEY, CANAL, RIGHT OF WAY or EASEMENT

- 1. Application, Acknowledgement Form, Authorization to Represent.
  - a. All forms must be filled out completely.
  - b. All forms must be signed by the property owner(s) and must be notarized.
  - c. If the Authorized Representative is an attorney, the Application and the Acknowledgement form may be signed by the attorney and an Authorization to Represent Property Owner is not required.
- 2. Letter of intent identifying your request.
- 3. Proof of title to the tract or parcel of land covered by the plat or, of the plat of which vacation is sought.
- 4. Letters of approval from the following:

Lee County Electric Cooperative, Inc	Century Link (Telephone)	Comcast (Cable)
Russell Goodman	Justin Lane	Mark Cook
Project Coordinator-Land Acquisition	OSP Engineering	Project Coordinator
LCEC, PO Box 3455 North Ft Myers, FL 33918-3455	3301 Del Prado Blvd S. Cape Coral, FL	26100 Westlinks Drive Suite 4 Fort Myers, FL 33913
Russel.goodman@lcec.net	Justin.lane@centurylink.com	Mark_cook@comcast.com
(239) 656-2112	(239) 984-7009	(239) 432-1805

- 5. A sketch and legal description of the area proposed to be vacated area.
- 6. If there are any deed restrictions on the property, a copy of the restrictions will be required.
- 7. Certified topographic survey (done within the past six (6) months), and showing all pavement, utility and drainage features in said area, including but not limited to water, sewer and irrigation lines and manholes; power, cable and utility lines and poles; catch basins, inlets, pipes, and swales. In the case where no features exist, a signed, sealed and dated certification by a Florida registered Professional Engineer can be submitted which certifies that there are no such roadway, utility or drainage features within the limits of and adjacent to the proposed vacated area.
- 8. Please indicate on a separate sheet those persons to whom you wish a copy of the Public Hearing Notice sent.
- 9. IT IS REQUIRED THAT APPLICANT AND/OR REPRESENTATIVE ATTEND HEARINGS BEFORE BOTH THE HEARING EXAMINER AND THE CITY COUNCIL.



VACATION OF PLAT APPLICATION	
Questions: 239-574-0776	

Case #

### REQUEST TO PLANNING & ZONING COMMISION AND COUNCIL FOR A VACATION OF PLAT

FEE: \$843.00 – In addition to the application fee, all required advertising costs are to be paid by the applicant (ORD 39-03, Sec. 5.4) Advertising costs must be paid prior to public hearing otherwise case will be pulled from public hearing.

Following the approval of your request, the applicant shall be responsible for reimbursing the City to electronically record the final signed Resolution or Ordinance with the Lee County Clerk of Court. Until this fee is paid, restrictions on the issuance of any City permits will remain on the affected property that will prevent the city from issuing any applicable building permits, site plans, certificates of use, or certificates of occupancy for any property covered by the Resolution or Ordinance.

If the owner does not own the property in his/her personal name, the owner must sign all applicable forms in his/her corporate capacity.

OWNER OF PROPERTY					
Multiple owners		Address:			
		City:	State:	Zip	
		Phone: NA			
APPLICANT					
City of Cape Coral		Address: 1015 Cul	tural Park Boulevar	d	
EMAIL: <u>mstruve@capecoral.</u>	<u>net</u>	City: Cape Coral	State:	FL Zip	33990
		Phone: 239-574-	-0450		
AUTHORIZED REPRESENTATI	VE				
Planning Division		Address: 1015 Cul	tural Park Boulevar	d	
EMAIL		City: Cape Coral	State:	FL	33990
		Phone: 239-242-3	3255		
Unit 63 Block	4385 Lots 1-	Subdivision (	Cape Coral		
Address of Property	1942-2018 Skyline Blv	d and 2001-2017 SW 8 <sup>th</sup>	Place		
Current Zoning Market	tplace-Residential (MR	) Plat Book 21	, Pages	48-81	
		Strap Number	Multiple		



**VACATION OF PLAT APPLICATION** 

Questions: 239-574-0776

# THIS APPLICATION SHALL ALSO HAVE ANY ADDITIONAL REQUIRED SUPPORTING DOCUMENTS

The owner of this property, or the applicant, agrees to conform to all applicable laws of the City of Cape Coral and to all applicable Federal, State, and County laws and certifies that all information supplied is correct to the best of their knowledge.

(SIGNATURE MUIST BE NOTARIZED)

Connie Barron  A. John Szerlag, City Manage
APPLICANT NAME (PLEASE TYPE OR
STATE OF COUNTY OF
STATE OF F. COUNTY OF
as identification.
RACHEL MURPHY
MY COMMISSION # GG009419
A. John Szerlag, City Manage APPLICANT NAME (PLEASE TYPE OR STATE OF, COUNTY OF Sworn to (or affirmed) and subscribed as identification.



# DEPARTMENT OF COMMUNITY DEVELOPMENT VACATION OF PLAT APPLICATION

Questions: 239-574-0776

Case	#	

### ACKNOWLEDGEMENT FORM

I have read and understand the above instructions. Hearing date(s) will be confirmed when I receive a copy of the Notice of Public Hearing stipulating the day and time of any applicable hearings.

I acknowledge that I or my representative must attend any applicable meetings scheduled for the Hearing Examiner, Planning & Zoning Commission/Local Planning Agency, and City Council.

I will have the opportunity, at the hearing, to present verbal information pertaining to my request that may not be included in my application.

I understand any decision rendered by the CITY shall be subject to a thirty (30) day appeal period. Any work performed within the thirty (30) day time frame or during the APPEAL process will be completed at the applicant's risk.

I understand I am responsible for all fees, including advertising costs. All fees are to be submitted to the City of Cape Coral with the application or the item may be pulled from the agenda and continued to future date after fees are paid.

Please obtain all necessary permits prior to commencing any phase of construction.

Please indicate on a separate sheet those persons to whom you wish a copy of the Public Hearing Notice sent.

By submitting this application, I acknowledge and agree that I am authorizing the City of Cape Coral to inspect the subject property and to gain access to the subject property for inspection purposes reasonably related to this application and/or the permit for which I am applying.

City of Cape Coral	
CORPORATION/COMPANY NAME	
A. John Szerlag, City Manage PROPERTY OWNER (PLEASE TYPE OF	Count / Jain
STATE OF , COUNT	YOF Lel
Sworn to (or_affirmed) and subscri	bed before me this 4 day of June, 2019 by
Countie Barron	who is personally known or produced
as identification.	
	Exp. Date: 7/6/20 Commission Number: 66009419
RACHEL MURPHY  MY COMMISSION # GG009419	Signature of Notary Public: Kashu Mushu
EXPIRES July 06, 2020	Printed name of Notary Public: Royal Murshy
	(SIGNATURE MUST BE NOTARIZED)



Case	#_	

**VACATION OF PLAT APPLICATION** 

Questions: 239-574-0	0776				
-	,			 	1

	AU	THORIZAT	ION TO REP	RESENT PR	OPERTY OWNER(s)		
PLEASE BE ADVISED	THAT	P	lanning Divi	sion			
		(N	ame of pers	son giving	oresentation)		
	ZONING AD					DMMISSION/ LOCAL I	
						•	
UNIT 63	BLOCK	4385	LOT(S)	1-32	SUBDIVISION	Cape Coral	
OR LEGAL DESCRIPT	ION						
LOCATED IN THE CI Conni A. John Szerlag,	e Bari	on for		E, FLORIDA	lamie F	Della -	
PROPERTY OWN			,		PROPERTY OWN	ER (Please Print)	
PROPERTY OWN	R (Signature	e & Title)			PROPERTY OWN	ER (Signature & Title)	
STATE OF	, COUNTY	/ OF	hel	·			
Subscribed and sworn  Conniel Bowor  as identification.	•		e me this	wn or prod		June, 20	19, by
RACHEL MU		kp. Date:	7/10	D Com	mission Number:	G60094	19
EXPIRES July 06		gnature of	Notary Pub	olic:	Karlıl	Muphy	
	P	rinted nam	e of Notary	Public:	Lache	1 Murphy	

Note: Please list all owners. If a corporation, please supply the Planning Division with a copy of corporation paper.



**VACATION OF PLAT APPLICATION** 

Questions: 239-574-0776

Case #	

# DOCUMENTARY EVIDENCE (LUDR, Section 8.3.1.C.6.f)

A copy of all documentary evidence shall be made available to the decision-making body or the Hearing Examiner and to staff no later than two business days prior to the hearing of the application. This requirement includes information that the applicant intends to present at public hearing.

I have read the above requirement and agree to comply with this provision.  Connie Barran Gr A. John Szerlag, City Manager  Louis Barran
OWNER/APPLICANT (PLEASE TYPE OR PRINT)  OWNER/APPLICANT SIGNATURE
(SIGNATURE MUST BE NOTARIZED)
STATE OF FL
Sworn to (or affirmed) and subscribed before me on this day of
as identification.
Exp. Date 7/6/10 Commission # 6600 94/9 Signature of Notary Public
Lachel Murphy
Print Name of Notary Public
RACHEL MURPHY MY COMMISSION # GG009419 EXPIRES July 06, 2020

# CITY OF CAPE CORAL DEPARTMENT OF COMMUNITY DEVELOPMENT MEMORANDUM

TO:

John Szerlag, City Manager

FROM:

Vincent A. Cautero, Community Development Director

DATE:

May 31, 2019

SUBJECT:

City-Initiated Vacation Request to Vacate a Platted Alley in Block 4385

# **Executive Summary**

Staff proposes to vacate a 20-foot wide alley in Block 4385. This request will eliminate an alley that is unimproved and based on existing development, will likely provide no future benefit to the public or owners of sites in Block 4385.

# **Background**

Block 4385 has frontage along the west side of Skyline Boulevard and is between Veteran's Memorial and Trafalgar Parkway. The block has 32 lots with a collective area of 3.8 acres. A 20-foot wide platted alley divides this block into east/west halves.

This block has a Commercial/Professional Future Land Use Classification. The block currently has Marketplace-Residential Zoning that is proposed to be changed to the new Commercial District by Ordinance 4-19.

Of the ten parcels that comprise this block, five have single-family homes. Alleyway improvements were not required at the time of construction of these five dwellings. No property owner in the block relies on this alley for access. For these reasons, staff believes this alley is unlikely to provide any future benefit to the City.

A vacation application is attached for your signature. Thank you for your consideration of this request, and feel free to contact me or Mike Struve, Planning Team Coordinator at ext. 3255 if you have any questions.

VAC/RHP/mrs (VP19-0010\_memo\_of\_intent) Attachment

C: Paul Clinghan, Public Works Director

### Mike Struve

From:

Schroeder, John C < John. Schroeder@centurylink.com>

Sent:

Tuesday, August 20, 2019 8:16 AM

To:

Mike Struve

Subject:

[EXTERNAL] - FW: Utility letter of no objection for vacating an alley in Block 4385

Attachments:

Block 4385 Sketch and Legal of Alley.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.

Hello Mike,

CenturyLink has no objection to the vacation of the (attached) 20' alley bordered by SW 21st St, SW 8th Place, SW 19th lane and Skyline Blvd.

Thank you,

John C. Schroeder
Engineer OSP/FT3-ISP
CenturyLink
239-336-2012
john.schroeder@centurylink.com

From: Mike Struve <mstruve@capecoral.net>
Sent: Monday, August 19, 2019 5:04 PM

To: Goodman, Russel <Russel.Goodman@lcec.net>; Schroeder, John C <John.Schroeder@centurylink.com>

Cc: Robert Pederson < rpederso@capecoral.net>

Subject: Utility letter of no objection for vacating an alley in Block 4385

John and Russel,

# I sent you a similar, earlier email on July 22<sup>nd</sup> but have not heard from either one of you.

The City is seeking to vacate a 20-foot wide platted alley and underlying easements in Unit 63, Block 4385, between Lots 1-16 and 17-32. Refer to the attached sketch and legal description.

All adjacent platted easements will remain. In addition, easements will be retained by the City at the north and south ends of the Block to maintain a six-foot wide perimeter easement around the subject block. (The easements that will be retained by the City at the ends of the block are not shown on this sketch.)

Please let me know if you have any objections regarding this request. Your approval or approval with conditions is required for this case to proceed forward to public hearing.

Let me thank you in advance for your cooperation. Please feel free to contact me should you have any questions.

Mike Struve, AICP, LEED Green Associate
Planning Team Coordinator
City of Cape Coral
Department of Community Development
Planning Division
PO Box 150027
Cape Coral, FL 33915-0027
Phone 239.242.3255
mstruve@capecoral.net

Florida has a broad public records law and all correspondence, including email addresses, may be subject to disclosure. The Government in the Sunshine Law applies to "any board or commission of any state agency or authority or of any agency or authority of any county, municipal corporation, or political subdivision" in part, Section 286.011, Florida Statutes.

This transmission may contain information that is privileged, confidential and/or exempt from disclosure under applicable law. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution, or use of the information contained herein (including any reliance thereon) is STRICTLY PROHIBITED. If you received this transmission in error, please immediately contact the sender and destroy the material in its entirety, whether in electronic or hard copy format.

This communication is the property of CenturyLink and may contain confidential or privileged information. Unauthorized use of this communication is strictly prohibited and may be unlawful. If you have received this communication in error, please immediately notify the sender by reply e-mail and destroy all copies of the communication and any attachments.



12600 Westlinks Drive Fort Myers Fl. 33913 Phone: 239-432-1805

July 23, 2019

City of Cape Coral Planning Division P.O. Box 150027 Cape Coral, Fl. 33915-0027

Re: Vacating Unit 63, Block 4385, Between Lots 1-16 and 17-32

Dear Mike Struve,

This letter will serve to inform you that Comcast has no objection to your vacation of the easements of the address referenced above.

Should you require additional information or assistance, please feel free to contact me here at 239-318-1524.

Cordially,

Mark Cook

**Project Coordinator** 

### Mike Struve

From:

Goodman, Russel < Russel.Goodman@lcec.net>

Sent:

Tuesday, September 3, 2019 2:46 PM

To:

Mike Struve

Subject:

[EXTERNAL] - RE: Utility letter of no objection for vacating an alley in Block 4385

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.

LCEC has No Objection to the vacation of alley within block 4385

Best regards,

Russ Goodman, SR/WA Senior Right of Way Agent.

LCEC 4980 Bayline Drive North Fort Myers Florida 33917

Desk: 239-656-2112

Email: Russel.Goodman@lcec.net

From: Mike Struve <mstruve@capecoral.net> Sent: Monday, August 19, 2019 5:04 PM

To: Goodman, Russel < Russel. Goodman@lcec.net >; Schroeder, John C < John. Schroeder@centurylink.com >

Cc: Robert Pederson < rpederso@capecoral.net>

Subject: Utility letter of no objection for vacating an alley in Block 4385

\*\*\* WARNING: This is an EXTERNAL email. DO NOT open attachments or click links from unknown senders or unexpected email. \*\*\*

John and Russel,

# I sent you a similar, earlier email on July 22nd but have not heard from either one of you.

The City is seeking to vacate a 20-foot wide platted alley and underlying easements in Unit 63, Block 4385, between Lots 1-16 and 17-32. Refer to the attached sketch and legal description.

All adjacent platted easements will remain. In addition, easements will be retained by the City at the north and south ends of the Block to maintain a six-foot wide perimeter easement around the subject block. (The easements that will be retained by the City at the ends of the block are not shown on this sketch.)

Please let me know if you have any objections regarding this request. Your approval or approval with conditions is required for this case to proceed forward to public hearing.

Let me thank you in advance for your cooperation. Please feel free to contact me should you have any questions.

Mike Struve, AICP, LEED Green Associate Planning Team Coordinator
City of Cape Coral
Department of Community Development
Planning Division
PO Box 150027
Cape Coral, FL 33915-0027
Phone 239.242.3255
mstruve@capecoral.net

Florida has a broad public records law and all correspondence, including email addresses, may be subject to disclosure. The Government in the Sunshine Law applies to "any board or commission of any state agency or authority or of any agency or authority of any county, municipal corporation, or political subdivision" in part, Section 286.011, Florida Statutes.

This transmission may contain information that is privileged, confidential and/or exempt from disclosure under applicable law. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution, or use of the information contained herein (including any reliance thereon) is STRICTLY PROHIBITED. If you received this transmission in error, please immediately contact the sender and destroy the material in its entirety, whether in electronic or hard copy format.

**Review Date:** 

September 10, 2019

Owners:

Multiple (see Exhibit A)

**Authorized Rep:** 

**Planning Division** 

Request:

The City requests to vacate 13,369 sq. ft. of platted alley right-of-way (ROW)

and 13,129 sq. ft. of underlying easements between Lots 1-16 and Lots 17-

32, Block 4385.

Prepared By:

Mike Struve, AICP, LEED Green Associate, Planning Team Coordinator

Approved By:

Robert H. Pederson, AICP, Planning Manager

Recommendation:

Approval with conditions

**Urban Service Area:** 

Transition

# Description of Alley and Block 4385:

The subject alley is 20 feet wide, unimproved, and runs north to south, parallel to Skyline Boulevard. This alley is between Lots 1-16 and Lots 17-32 in Block 4385 in central Cape Coral, about 0.5 miles north of the Veteran's Memorial Parkway and Skyline Boulevard intersection (Figure 1).

Block 4385 is bound by four streets: SW 19<sup>th</sup> Lane to the north; Skyline Boulevard to the east; SW 21<sup>st</sup> Street to the south; and SW 8<sup>th</sup> Place to the west.

The block has 10 parcels with a collective area of 3.89 acres. Five of the sites in the block are developed; four with single-family dwellings and one with a duplex.

All parcels in Block 4385 have a Commercial/Professional Future Land Use Classification (FLUC) and Commercial (C) Zoning.

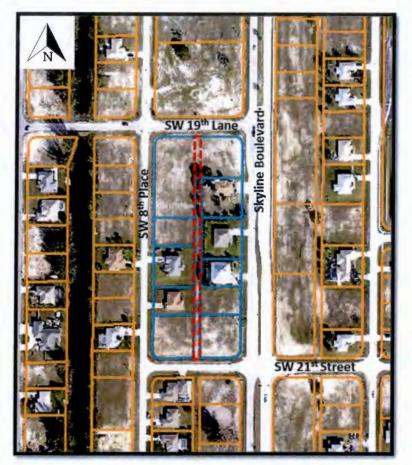
# Purpose of the Vacation

The City is requesting to vacate this alley as existing residential development in the block makes it unlikely that this ROW will be needed in the future. The vacation will also assist in fostering a commercial project planned for the north end of the block.

# **Zoning History of Block 4385**

The FLUC of Block 4385 was changed from Single Family/Multi Family to Commercial Activity Center (CAC) by Ordinance 35-10, and from CAC to Commercial/Professional by Ordinance 2-19.

Figure 1. Block 4385, outlined in blue, showing the 20-Foot wide alley in red.



The zoning was changed from Multi-Family Residential (R-3) to Residential Development (RD) by Ordinance 61-90; from RD to Marketplace-Residential (MR) by Ordinance 42-11; and from MR to C by Ordinance 4-19.

# Analysis:

As this application was filed prior to August 5, 2019 and the adoption of the Land Development Code, staff analyzed this request with the Land Use and Development Regulations (LUDRs), Section 8.11, "Vacation of plats, rights-of-way and other property." The Comprehensive Plan was also reviewed for policies on vacations.

# Request to Vacate Alley Right-of-Way

The petitioner in this case is the City of Cape Coral. The City is eligible to file such applications (LUDR, Section 8.11.3.b.1).

About 13,396 sq. ft. of alley ROW is requested to be vacated. Block 4385 consists of 11 parcels as a site at the north end of the block adddressed as 1942 Skyline Boulevard, while combined by the Lee County Property Appraiser's Office, remains as two distinct properties because of the alley. Of the 11 sites, six are undeveloped. The five improved properties have single-family dwellings except for Lots 20-22 that has a duplex. Three of the undeveloped sites on the northern half of the block are under common ownership and the owner intends to develop these sites with a child care facility.

The alley is unimproved as the City does not require off-site improvements, like paving alleys, when single-family dwellings and duplexes are constructed. Properties with Commercial Zoning adjacent to a platted alley are required to improve the alley fronting the site prior to the issuance of a certificate of occupancy (LDC, Section 5.1.8D). This requirement would impede the development of Lots 9-16 and 17-19 that are under common ownership by preventing the assembly of the lots into a single, consolidated site. Lots

1-2 and 31-32 at the south end of the block are also under common ownship and thus the alley ROW vacation could similarly assist in combining these parcels into a single commercial site.

As the alley is unimproved, this ROW is not used for access or the delivery of services. Given the existing residential development, staff does not see a foreseeable future need for the alley. This vacation may also expediete the development of commercial sites at the north and south ends of the block by promoting property assembly. For these reasons, this vacation request is consistent with the public interest and will not be harmful to the surrounding area.

# Request to Easements Underlying the Alley Right-of-Way

The applicant requests to vacate 13,156 sq. ft. of public utility and drainage easements underlying the alley ROW. Century Link, Comcast, and LCEC, lack facilities in these easements. The City also lacks infrastructure in the easements. The City will retain sufficient easements at the north and south ends of the block to provide a continous six-foot wide easement around Block 4385.

# Consistency with the Comprehensive Plan

The project is consistent with the following policy appearing in the Comprehensive Plan.

### Future Land Use Element

Policy 5.5. The City may consider the vacation of rights-of-way to facilitate land assembly and the development of a unified, contiguous commercial project. Staff comment: The vacation will allow properties under common ownership at both ends of Block 4385 to be assembled into unified commercial sites with frontage on a major street. This policy is supportive of this request.

### Recommendation:

Staff recommends approval of all requested vacations with the following conditions:

- The vacation of the platted alley shall be consistent with that shown in the sketch and accompanying legal description prepared by Stouten Cramer, dated February 14, 2019, and entitled "Subject Parcel and Subject Parcel Description: 4385-A-V."
- 2. All easements underlying the subject alley ROW shall be vacated except for the easements at the north and south ends of Block 4385 that are depicted and described by the City Public Works Department, entitled "6' P.U.E. & D.E. (North), in Block 4385, Cape Coral Unit 63 and 6' P.U.E. & D.E. (South), in Block 4385, Cape Coral Unit 53."

### **Staff Contact Information**

Mike Struve, AICP, LEED Green Associate, Planning Team Coordinator

Planning Division PH: 239-242-3255

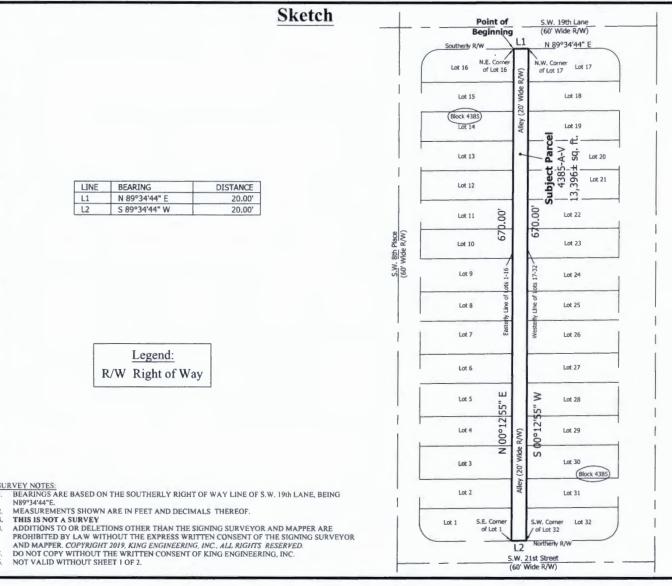
Email mstruve@capecoral.net

### EXHIBIT "A" VP19-0010

STRAP	ZONING	FLU	SITE ADDRESS	OWNER NAME	IMPROVED	LEGAL	AREA (sq. ft.)
274423C304385C010	С	CP	2017 SW 8th Place	Patricia A. Fabrizi Trust	N	Cape Coral Unit 63, Block 4385, PB 21, PG 56, Lots 1-3	16,112
274423C304385C040	С	CP	2011 SW 8th Place	Stephen W. Kondas	Υ	Cape Coral Unit 63, Block 4385, PB 21, PG 56, Lots 4-5	10,625
274423C304385C060	С	CP	2007 SW 8th Place	Michael and Brittany Viviani	Υ	Cape Coral Unit 63, Block 4385, PB 21, PG 56, Lots 6-8	15,625
274423C3043850090	С	CP	2001 SW 8th Place	Kids World Preschool Inc.	N	Cape Coral Unit 63, Block 4385, PB 21, PG 56, Lots 9-10	10,625
274423C3043850110	С	CP	1942 Skyline Boulevard	Kids World Preschool Inc.	N	Cape Coral Unit 63, Block 4385, PB 21, PG 56, Lots 11-19	47,731
274423C3043850200	С	CP	1948 Skyline Boulevard	Kyle Ottney	Υ	Cape Coral Unit 63, Block 4385, PB 21, PG 56, Lots 20-22	15,000
274423C3043850230	С	CP	2004 Skyline Boulevard	Jean L. and Huguette Philippe	Υ	Cape Coral Unit 63, Block 4385, PB 21, PG 56, Lots 23-25	15,625
274423C3043850260	С	CP	2008 Skyline Boulevard	Edward G. and Rosanglea Deazevedo	Υ	Cape Coral Unit 63, Block 4385, PB 21, PG 56, Lots 26-27	10,625
274423C3043850280	С	CP	2012 Skyline Boulevard	Altidor Ira Ejito	N	Cape Coral Unit 63, Block 4385, PB 21, PG 56, Lots 28-29	10,625
274423C3043850300	С	CP	2018 Skyline Boulevard	Patricia A. Fabrizi Trust	N	Cape Coral Unit 63, Block 4385, PB 21, PG 56, Lots 30-32	16,119

TOTAL 168,712 (3.87 acres)

Note: 1942 Skyline Boulevard actually consists of two separae sites separated by an alley that was combined into one site by the Lee County Property Appraiser's Office.



Sketch to Accompany Description

Subject Parcel - 4385-A-V

A Portion of Right of Way lying adjacent to Block 4385, Unit 63, Cape Coral Subdivision, as recorded in Plat Book 21, Pages 48 through 81, Lee County, Florida.



THIS IS NOT A SURVEY

## STOUTENCRAMER A KING ENGINEERING COMPANY



CERTIFICATE OF AUTHORIZATION: LB2610
324 Nicholas Parkway West, Suite A, Cape Coral, FL 33991
Phone: (239) 673-9541 Fax: (239) 424-8181
www.kingenginetring.com

JOB # 19-1067	PREPARED FOR: Evelyn Monteagudo
SECTION 27, TO	DWNSHIP 44S, RANGE 23E
DATE	REVISION

I hereby certify that, to the best of my knowledge and belief, the sketch and description represented hereon, made under my direction on February 14th, 2019 is in accordance with Standards of Practice as set forth by the Florida Board of Professional Surveyors & Mappers in Chapter 33-17, Florida Administrative Code, pursuant to Section 472.027 Florida Statutes.

See Sheet 1 of 2 for Signature and Seal

DAVID KEITH CRAMER (FOR THE FIRM)
FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. 6655
NOT VALID WITHOUT THE SEGNATURE AND THE ORIGINAL RAISED SEAL
OF A FLORIDA LICENSED SURVEYOR AND MAPPER

Sheet 2 of 2

## **Description**

#### Subject Parcel Description: 4385-A-V

A Portion of Right of Way lying adjacent to Block 4385, Unit 63, CAPE CORAL SUBDIVISION, as recorded in Plat Book 21, Pages 48 through 81, in the Public Records of Lee County, Florida, being more particularly described as follows:

Beginning at the Northeast corner of Lot 16, Block 4385, Unit 63, CAPE CORAL SUBDIVISION, as recorded in Plat Book 21, Pages 48 through 81, in the Public Records of Lee County, Florida, run N89°34'44"E along the Southerly Right of Way line of S.W. 19th Lane, for a distance of 20.00 feet to the Northwest corner of Lot 17 of said Block 4385; Thence leaving said Southerly Right of Way line, run S00°12'55"W, along the Westerly line of Lots 17 through 32, of said Block 4385, for a distance of 670.00 feet to the Southwest corner of said Lot 32, also being an intersection with the Northerly Right of Way line of S.W. 21st Street; Thence leaving said Westerly line, run S89°34'44"W, along said Northerly Right of Way line, for a distance of 20.00 feet to Southeast corner of Lot 1, of said Block 4385; Thence leaving said Northerly Right of Way line, run N00°12'55"E, along the Easterly line of Lots 1 through 16, of said Block 4385, for a distance of 670.00 feet to said Northeast corner of Lot 16, also being the Point of Beginning.

Said Parcel Contains 13,396 sq ft. (more or less)

Bearings are based on the Southerly Right of Way Line of S.W. 19th Lane, being N89°34'44"E.

## THIS IS NOT A SURVEY

Description to Accompany Sketch Subject Parcel - 4385-A-V

A Portion of Right of Way lying adjacent to Block 4385, Unit 63, Cape Coral Subdivision, as recorded in Plat Book 21, Pages 48 through 81, Lee County, Florida. Not Valid without Sheet 2 of 2

Sheet 1 of 2

STOUTENCRAMER
A KING ENGINEERING COMPANY

King ERING ASSOCIATES, INC.

CERTIFICATE OF AUTHORIZATION: LB2610
324 Nicholas Parkway West, Suite A, Cape Coral, FL 33991
Phone: (239) 673-9541 Fax: (239) 424-8181

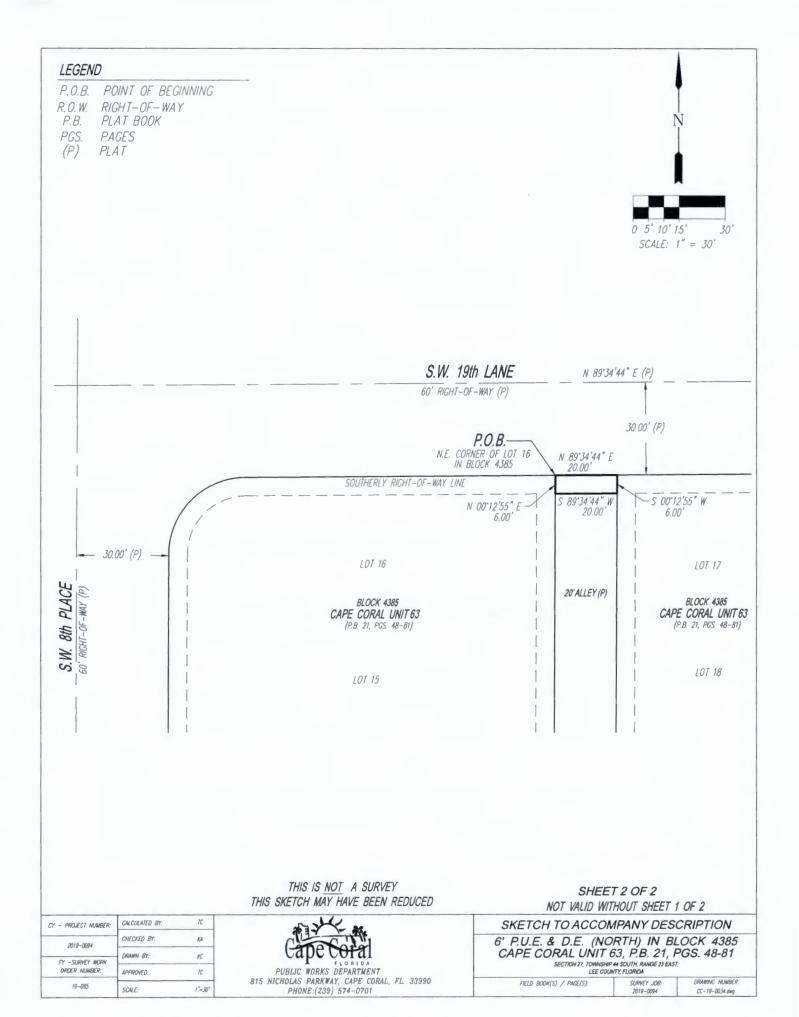
I hereby certify that, to the best of my knowledge and belief, the sketch and description represented hereon, made under my direction on February 14th, 2019 is in accordance with Standards of Practice as set forth by the Florida Board of Professional Surveyors & Mappers in Chapter 5J-17, Florida Administrative Code, pursuant to Section 472.027 Florida Statutes.

JEFFREY D. STOUTEN (FOR THE FIRM)
FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. 6584
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL
RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

JOB # 19-1067

PREPARED FOR: Evelyn Monteagudo

SECTION 27, TOWNSHIP 44S, RANGE 23E



## 6.00' P.U.E. & D.E. - Block 4385 (North) (CC-19-0034)

A parcel of land lying in Section 27, Township 44 South, Range 23 East; being a portion of Block 4385, as shown on the plat of Cape Coral Unit 63, recorded in Plat Book 21 at Pages 48 through 81 of the Public Records of Lee County, Florida; being more particularly described as follows:

Begin at the Northeast corner of Lot 16 Block 4385 as shown on Cape Coral Unit 63, recorded in Plat Book 21 at Pages 48 through 81 of the Public Records of Lee County, Florida; Thence run North 89°34′44" East, along the Southerly right-of-way line of S.W. 19th Lane (60' right-of-way) for a distance of 20.00 feet to the Northwest corner of Lot 17, Block 4385; Thence run South 00°12′55" West, along the West line of said Lot 17, for a distance of 6.00 feet, to a point being 6.00 feet South of and parallel to the said Southerly Right-of-Way line of S.W. 19th Lane; Thence run South 89°34'44" West along said line, for a distance of 20.00 feet, to a point on the Easterly line of said Lot 16; Thence run North 00°12′55″ East along the Easterly line of said Lot 16, for a distance of 6.00 feet to a point on the South line of said S.W. 19th Lane; also being the Point of Beginning.

Parcel contains 120 square feet, more or less.

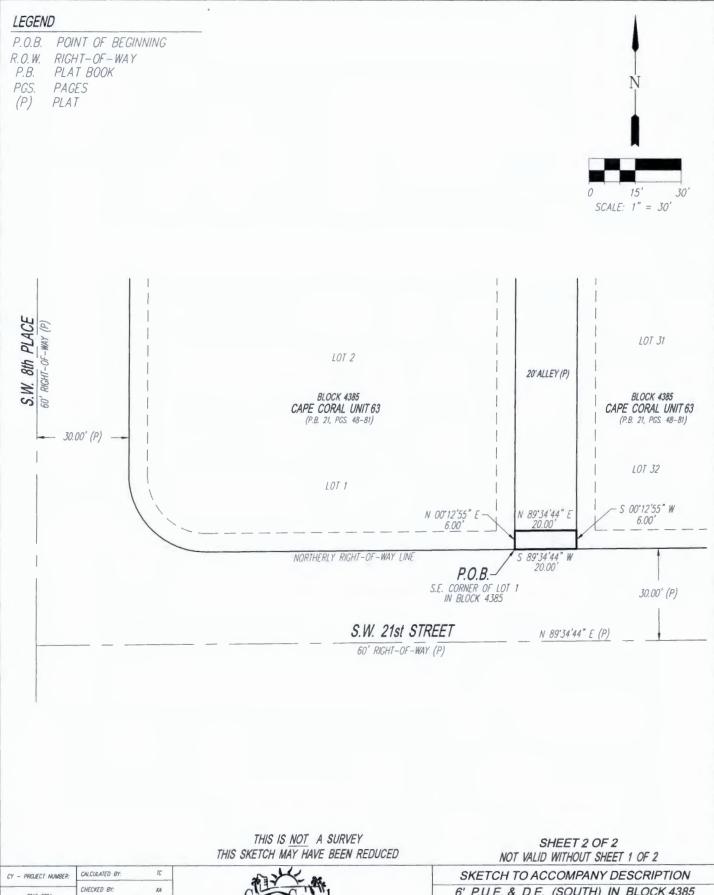
Bearings refer to the Plat of Cape Coral Unit 63, recorded in Plat Book 21 at Pages 48 through 81 of the Public Records of Lee County, Florida.

Subject to Easements, Reservations and Restrictions of record.

Digitally signed by Tom Tom Chernesky, PSM

Chernesky, #5426

Date: 2019.08.19 PSM #5426 11:50:15 -04'00'



6' P.U.E. & D.E. (SOUTH) IN BLOCK 4385 CAPE CORAL UNIT 63, P.B. 21, PGS. 48-81 SECTION 27, TOWNSHIP 41 SOUTH RANGE 23 EAST, LEE COUNTY, FLORIDA 2019-0094 DRAWN BY: KC FY -SURVEY WORK ORDER NUMBER: PUBLIC WORKS DEPARTMENT 10 APPROVED: 815 NICHOLAS PARKWAY, CAPE CORAL, FL. 33990 FIELD BOOK(S) / PAGE(S): SURVEY JOB: 2019-0094 19-095 SCALE: 1"=30" PHONE: (239) 574-0701 CC-19-0034.dwg

## 6.00' P.U.E. & D.E.- Block 4385 (South) (CC-19-0034)

A parcel of land lying in Section 27, Township 44 South, Range 23 East; being a portion of Block 4385, as shown on the plat of Cape Coral Unit 63, recorded in Plat Book 21 at Pages 48 through 81 of the Public Records of Lee County, Florida; being more particularly described as follows:

Begin at the Southeast corner of Lot 1, Block 4385 as shown on Cape Coral Unit 63, recorded in Plat Book 21 at Pages 48 through 81 of the Public Records of Lee County, Florida; Thence run North 00°12′55″ East, along the East line of said Lot 1, for a distance of 6.00 feet to a point being 6.00 feet North of and parallel to the Northerly Right-of-Way line of S.W. 19<sup>th</sup> Lane (60′ right-of-way; Thence run North 89°34′44″ East, along said line, for a distance of 20.00 feet to a point on the West line of Lot 32, Block 4385; Thence run South 00°12′55″ West, along the West line of said Lot 32, to a point on the Northerly Right-of-Way line of said S.W. 21<sup>st</sup> Street; Thence run South 89°34′44″ West along said right-of-way line, a distance of 20.00 feet to the **Point of Beginning**.

Parcel contains 120 square feet, more or less.

Bearings refer to the Plat of Cape Coral Unit 63, recorded in Plat Book 21 at Pages 48 through 81 of the Public Records of Lee County, Florida.

Subject to Easements, Reservations and Restrictions of record.

Tom Digitally signed by Tom Chernesky, PSM

Chernesky, #5426

PSM #5426 Date: 2019.08.19 11:50:43 -04'00'

# The News-Press media group

Classified Ad Receipt (For Info Only - NOT A BILL)

Customer:

CITY OF CAPE CORAL\_DEPT OF COM

Address:

1015 CULTURAL PARK BLVD CAPE CORAL FL 33990

USA

Run Times: 1

Run Dates: 09/19/19

Text of Ad:

NOTICE OF PUBLIC HEARING ADVERTISEMENT

CASE NUMBER: VP19-0010

REQUEST: The City requests a vacation of plat for an alley and the underlying utility and drainage easements located between Lots 1-16 and Lots 17-32, Block 4385, Cape Coral Unit 63; properly located between 2001 and 2017 SW 8th Place and 1942 and 2018 Skyline Boulevard.

CAPE CORAL STAFF CONTACT: Mike Struve, AICP, LEED Green Associate, Planning Team Coordinator, 239-242-3255, mstruve@capecoral.net

UPCOMING PUBLIC HEARING: Notice is hereby given that the City of Cape Coral Hearing Examiner will hold a public hearing at 9:00 A.M. on Tuesday October 1, 2019 on the above mentioned case. The public hearing will be held in the City of Cape Coral Council Chambers, 1015 Cultural Park Boulevard, Cape Coral, FL.

All interested parties are invited to appear and be heard. All materials presented before the Hearing Examiner will become a permanent part of the record. The public hearing may be continued to a time and date certain by announcement at this public hearing without any further published notice. Copies of the staff report will be available five days prior to the hearing. The file can be reviewed at the Cape Coral Community Development Department, Planning Division, 1015 Cultural Park Blvd., Cape Coral, FL.

After Hearing Examiner has made a written recommendation, the case will be scheduled for a public hearing before the City Council who will review the recommendation and make a final decision. You will receive another public hearing notice if this case is scheduled for a City Council hearing.

DETAILED INFORMATION: The case report and colored maps for this application are available at the City of Cape Coral website, www.capecoral.net/publichearing (Click on 'Public Hearing Information', use the case number referenced above to access the information', or, at the Planning Division counter at City Hall, between the hours of 7:30 AM and 4:30 PM.

HOW TO CONTACT: Any person may appear at the public hearing and be heard, subject to proper rules of conduct. You are allowed sufficient time to write or appear at the public hearing to voice your objections or approval. Written comments filed with the Director will be entered into the record. Please reference the case number above within your correspondence and mail to: Department of Community Development, Planning Division, P.O. Box 150027, Cape Coral, FL 33915-0027.

ADA PROVISIONS: In accordance with the Americans With Disabilities Act, persons needing a special accommodation to participate in this proceeding should contact the Human Resources Department whose office is located at Cape Coral City Hall, 1015 Cultural Park Boulevard, Cape Coral, Florida; teleAd No.:

0003796825

**Net Amt:** 

\$359.93

No. of Affidavits: 1

phone 1-239-574-0530 for assistance; if hearing impaired, telephone the Florida Relay Service Numbers, 1-800-955-8771 (TDD) or 1-800-955-8770 (v) for assistance.

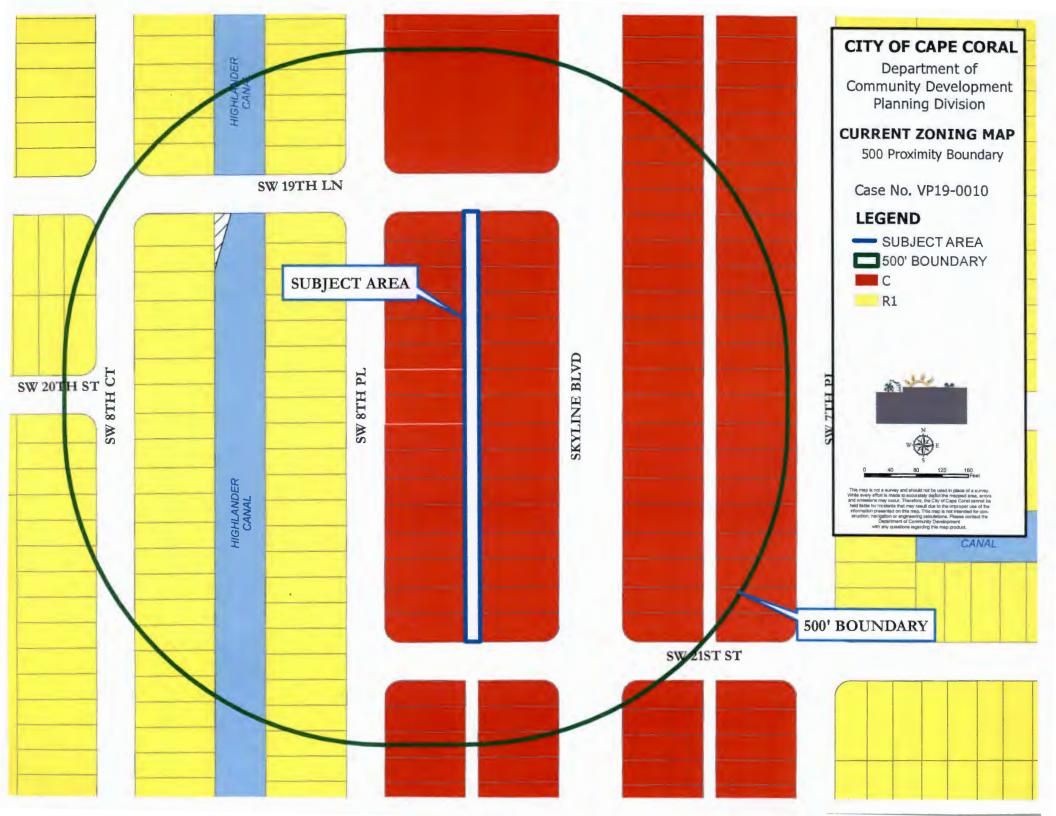
by order of Kimberly Bruns, CMC City Clerk REF # WP19-0010 Ad#3796825 9/19/2019

## Department of Community Development Planning Division

### **AFFIDAVIT**

IN RE: APPLICATION OF: City of Cape Cora	PLICATION OF: City of Cape Coral			
APPLICATION NO: VP19-0010				
STATE OF FLORIDA ) ) § COUNTY OF LEE )				
I, Vincent A. Cautero, AICP having first been du following:	uly sworn according to law, state on my oath the			
That I am the Director of the Department performing duties as required for the City of	t of Community Development and responsible in Cape Coral.			
That pursuant to City of Cape Coral Code. written notice and publication has been publicable per Section 8.3.2A.	Section 8.3.2A and Section 8.11.3.A all required rovided. Also, posting of a sign has been done			
DATED this 19th day of 5	Vincent A. Cautero, AICP			
STATE OF FLORIDA COUNTY OF LEE  The foregoing instrument was acknowledged be by Vincent A. Cautero, AICP, who is personally	efore me this day of Schember, 2019 known to me and who did not take an oath.			
ELISABETH A DELGADO MY COMMISSION # GG030474 EXPIRES December 08, 2020	Exp. Date 12 Commission #66030474  Respondent Degrado  Signature of Notary Public  Elisabeth A. Delando			





Planning Division City of Cape Coral

# RESOLUTION 336-19 VP 19-0010

Cape Coral City Council Meeting
Final Public Hearing

November 18, 2019

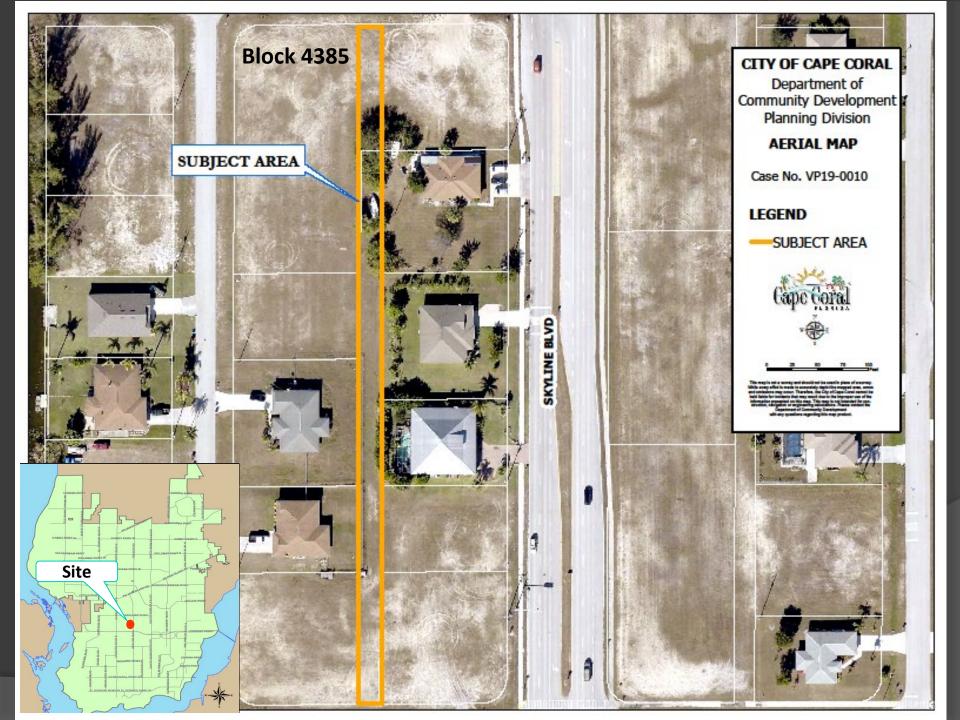
# **VP 19-0010**

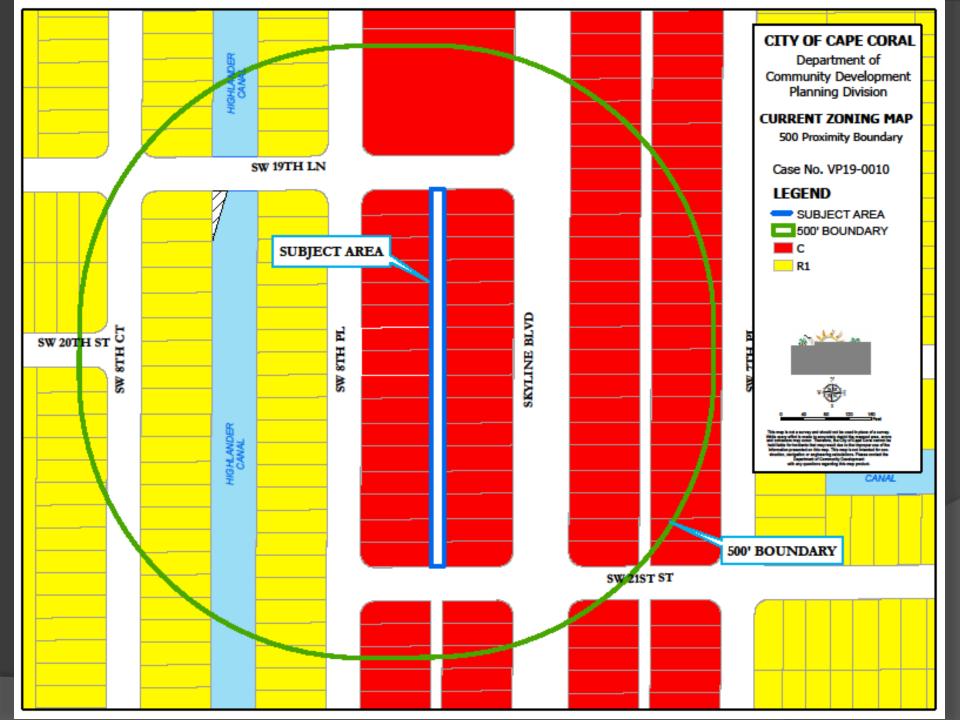
**Applicant: City of Cape Coral** 

Request: Vacate a platted alley & underlying easements

in Block 4385.

**Location:** Unit 63, Block 4385, Lots 1-16 and 17-32





# Background

Alley is 20 feet wide and unimproved.

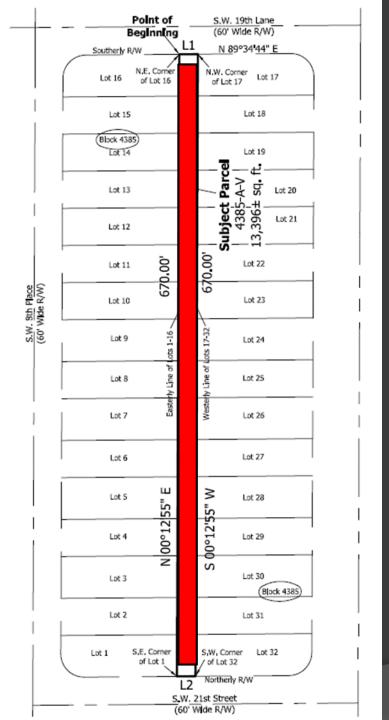
• The block has 11 parcels.

Four sites have single-family dwellings; one duplex.

 The alley is being vacated to facilitate commercial development.

#### Point of S.W. 19th Lane Beginning (60' Wide R/W) N 89°34'44" E Southerly R/W N.E. Corner of Lot 16 N.W. Corner of Lot 17 Lot 17 Lot 16 Alley (20' Wide R/W) Lot 15 Lot 18 Block 4385 Lot 14 Lot 19 | 4385-A-V | 13,396± sq. ft. Subject Parcel Lot 20 Lot 13 Lot 21 Lot 12 670.00 Lot 22 Lot 11 S.W. 8th Place (60' Wide R/W) Lot 23 Lot 10 Easterly Line of Lots 1-16 Lot 9 Lot 24 Lot 8 Lot 25 Lot 7 Lot 26 Lot 27 Lot 6 N 00°12'55" E S 00°12'55" W Lot 28 Lot 5 Lot 4 Lot 29 Alley (20' Wide R/W) Lot 30 Lot 3 (Block 4385) Lot 2 Lot 31 S.E. Corner Lot 1 S,W, Corner Lot 32 of Lot 1 of Lot 32 Northerly R/W S.W. 21st Street (60' Wide R/W)

# Alley Vacation Block 4385



# Easement Vacation Block 4385

# ROW Vacation Analysis (LUDR, Section 8.11)

- Property assembly has occurred at both ends of the block.
   Vacation will provide flexibility in developing these sites.
- While the block has commercial zoning, existing residential development makes future alley improvements unlikely.
- Based on existing development trends and ownership patterns, there is little foreseeable future use for the alley.

# Easement Analysis (LUDR, Section 8.11)

 Letters of "No Objection" have been received from the utility providers.

Outilities are absent in the alley.

 Easements will be retained at both ends of the block to provide a six-foot wide perimeter easement.

## Recommendations

# <u>Planning Division</u> Staff recommends approval.

## **Hearing Examiner**

A public hearing was held on October 1. The Hearing Examiner recommends approval with staff conditions. No speakers at public input.

# Correspondence

One phone call – informational.

Item

B.(3)

Number:

Meeting

11/4/2019

Date: Item

ORDINANCES/RESOLUTIONS -

Type:

**Introductions** 

### **AGENDA** REQUEST FORM CITY OF CAPE CORAL



#### TITLE:

Resolution 337-19 (VP 19-0003\*) Set Public Hearing Date for November 18, 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?

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

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 15-2019.

**Staff Recommendation:** Staff recommends approval.

#### SUMMARY EXPLANATION AND BACKGROUND:

A resolution providing for the vacation of plat for a portion of Finisterre Lake right-of-way and underlying public utility and drainage easements located adjacent to Lots 25-26, Block 3338, Unit 65, Cape Coral Subdivision; providing for the vacation of plat for public utility and drainage easements associated with Lots 25-26, Block 3338, Unit 65, Cape Coral Subdivision; property located at 1117 SW 44th Street.

#### **LEGAL REVIEW:**

John E. Naclerio III, Assistant City Attorney

#### **EXHIBITS**:

Resolution 337-19 Hearing Examiner recommendation Back up materials from HEX Hearing Staff presentation

#### PREPARED BY:

Division- Department- City Attorney

### SOURCE OF ADDITIONAL INFORMATION:

Justin Heller, Senior Planner

#### ATTACHMENTS:

	Description	Type
D	Resolution 337-19 (VP 19-0003)	Resolution
D	Hearing Examiner Recommendation	Backup Material
D	Back up material from HEX Hearing	Backup Material
D	Staff Presentation	Backup Material

#### **RESOLUTION 337 - 19**

A RESOLUTION PROVIDING FOR THE VACATION OF PLAT FOR A PORTION OF FINISTERRE LAKE RIGHT-OF-WAY AND THE UNDERLYING PUBLIC UTILITY AND

DRAINAGE EASEMENTS LOCATED ADJACENT TO LOTS 25-26, BLOCK 3338, UNIT 65, CAPE CORAL SUBDIVISION; PROVIDING FOR THE VACATION OF PLAT FOR PUBLIC UTILITY AND DRAINAGE EASEMENTS ASSOCIATED WITH LOTS 25-26, BLOCK 3338, UNIT 65, CAPE CORAL SUBDIVISION; PROPERTY LOCATED AT 1117 SW 44<sup>TH</sup> STREET; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Petition was filed by MICHAEL AND DEBORAH MULLIGAN for the vacation of plat on property described herein; and

WHEREAS, the Petition meets the requirements of Land Use Development Regulations, Article VIII, Section 8.11, Vacation of Plats, Streets and Other Property of the Code of Ordinances of the City of Cape Coral and it is in the best interest of the public that such Petition be granted.

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

Section 1. The Petition meets the requirements of Article VIII, Section 8.11, of the Code of Ordinances of the City of Cape Coral and it is in the best interest of the public that such Petition be granted. The following-described lake right-of-way and the underlying public utility and drainage easements, as shown in Exhibit A, are hereby vacated by the City of Cape Coral, to wit:

A parcel of land situated in the State of Florida, County of Lee, City of Cape Coral, being a part of Unit 65, Cape Coral, as recorded in Plat Book 21, Pages 151 through 164 of the Public Records and further described as follows:

Beginning at the northwest corner of Lot 25, Block 3338 of said Unit 65; thence N00°41'04"W along the northerly extension of the common line dividing Lots 24 and 25, of said block 3338 for 7.80 feet to the northerly face of a concrete seawall bordering Finisterre Lake; thence N89°59'00"E along said northerly face for 80.00 feet to the northerly extension of the common line dividing Lots 26 and 27 of said Block 3338; thence S00°41'04"E along said northerly extension of the common line dividing Lots 26 and 27, of said Block 3338 for 7.68 feet the northeast corner of said Lot 26; thence S89°54'00"W along the north line of said Lots 25 and 26 for 80.00 feet to the Point of Beginning.

Parcel contains 619 square feet, more or less.

Reserving a 6' drainage easement over the easterly 6 feet thereof.

Bearings based on the record plat of Cape Coral, Unit 65 with the northerly right-of-way line of S.W. 44th Street as bearing N89°54'00"E.

Subject to easements, restrictions, reservations and right-of-way (recorded and unrecorded, written and unwritten).

Section 2. The Petition meets the requirements of Article VIII, Section 8.11, of the Code of Ordinances of the City of Cape Coral and it is in the best interest of the public that such Petition be granted. The following-described public utility and drainage easements, as shown in Exhibit B, are hereby vacated by the City of Cape Coral, to wit:

A parcel of land situated in the State of Florida, County of Lee, City of Cape Coral, lying across a part of Lots 25 and 26, Block 3338, Cape Coral, Unit 65, as recorded in Plat Book 21, Pages 151 through 164 of the Public Records of Lee County Florida and further described as follows:

The north 6 feet of said Lots 25 and 26, Block 3338, less the west 6 feet of said Lot 25 and less the east 6 feet of said Lot 26.

Described portion of easement contains 408 square feet, more or less.

Section 3. Applicant shall provide to the City a deed for a six (6) foot wide perpetual public utility and drainage easement, as shown in Exhibit C. The deed shall be approved by the City's Property Broker prior to execution. The property to be deeded to the City is as follows:

A parcel of land situated in the State of Florida, County of Lee, City of Cape Coral, being a part of Unit 65, Cape Coral, as recorded in Plat Book 21, Pages 151 through 164 of the Public Records of Lee County Florida and further described as follows:

Beginning at the northwest corner of Lot 25, Block 3338 of said Unit 65; thence NO0°41'04"W along the northerly extension of the common line dividing Lots 24 and 25, of said block 3338 for 7.80 feet to the northerly face of a concrete seawall bordering Finisterre Lake; thence N89°59'00'E along said northerly face for 80.00 feet to the northerly extension of the common line dividing Lots 26 and 27 of said Block 3338; thence S00°41'04"E along said northerly extension of the common line dividing Lots 26 and 27 of said Block 3338 for 7.68 feet to the northeast corner of said Lot 26; thence S89°54'00'W along the north line of said Lot 26 for 6.00 feet; thence N00°41'04"W departing said north line for 1.69 feet; thence S89°59'00'W for 68.00 feet; thence S00°41'04'E for 1.79 feet to an intersection with the north line of said Lot 25; thence S89°54'00"W along the north line of said Lot 25 for 6.00 feet to the Point of Beginning.

Parcel contains 501 square feet, more or less.

Section 4. The applicant shall meet the following terms and conditions:

- 1. The vacation of the 619 square feet of right-of-way and underlying easements shall be consistent with that shown in the sketch and accompanying legal description prepared by Bean, Whitaker, Lutz & Kareh, Inc., dated March 26, 2019, attached hereto as Exhibit A.
- 2. The vacation of the 408 square feet of platted easements lying in Lots 25 and 26, Block 3338 shall be consistent with that shown in the sketch and accompanying legal description prepared by CES, Inc., dated August 7, 2019, entitled "Easement to be Vacated Across Northerly Portion of Lots 25 and 26, Block 3338, 1117 SW 44<sup>th</sup> Street," attached hereto as Exhibit B.
- 3. Within 60 days from the date of the adoption of this resolution, the owner shall grant to the City an easement for a six-foot wide public utility and drainage easement consistent with that shown in the sketch and accompanying legal description prepared by CES, Inc., dated August 7, 2019, entitled "1117 SW 44th Street, 6' Drainage & Public Utility Easement Adjoining Lots 25-26, Block 3338, Unit 65," attached hereto as Exhibit C. This deed shall be approved by the City Property Broker prior to execution.
- 4. This resolution shall be recorded with the Lee County Clerk of Court by the City of Cape Coral. This resolution shall not be effectuated until the applicant provides the City with an easement deed as described in Condition #3 above, and reimburses the Department of Community Development for all recording fees associated with this resolution and the easement deed.

Section 5. This Resolution shall take effect upon its recording within the Office of the Lee County Clerk of Court by the City of Cape Coral.

	NCIL OF THE CITY OF CAPE CORAL AT ITS RE, 2019.	GULAR
	JOE COVIELLO, MAYOR	_
VOTE OF MAYOR AND CO	CILMEMBERS:	
COVIELLO GUNTER CARIOSCIA STOUT	NELSON WELSH WILLIAMS COSDEN	

2018.	E THIS DAY OF
APPROVED AS TO FORM:  JOHN E. NACLERIO III ASSISTANT CITY ATTORNEY res/vp19-0003	KIMBERLY BRUNS CITY CLERK



Description of a Parcel of Land
Lying in
Section 10, Township 45 South, Range 23 East
City of Cape Coral, Lee County, Florida
(Parcel A - adjoining Lots 25-26, Block 3338, Unit 65)

A parcel of land situated in the State of Florida, County of Lee, City of Cape Coral, being a part of Unit 65, Cape Coral, as recorded in Plat Book 21, Pages 151 through 164 of the Public Records and further described as follows:

Beginning at the northwest corner of Lot 25, Block 3338 of said Unit 65; thence N00°41′04″W along the northerly extension of the common line dividing Lots 24 and 25, of said block 3338 for 7.80 feet to the northerly face of a concrete seawall bordering Finisterre Lake; thence N89°59′00″E along said northerly face for 80.00 feet to the northerly extension of the common line dividing Lots 26 and 27 of said Block 3338; thence S00°41′04″E along said northerly extension of the common line dividing Lots 26 and 27, of said Block 3338 for 7.68 feet the northeast corner of said Lot 26; thence S89°54′00″W along the north line of said Lots 25 and 26 for 80.00 feet to the Point of Beginning.

Parcel contains 619 square feet, more or less.

Reserving a 6' drainage easement over the easterly 6 feet thereof.

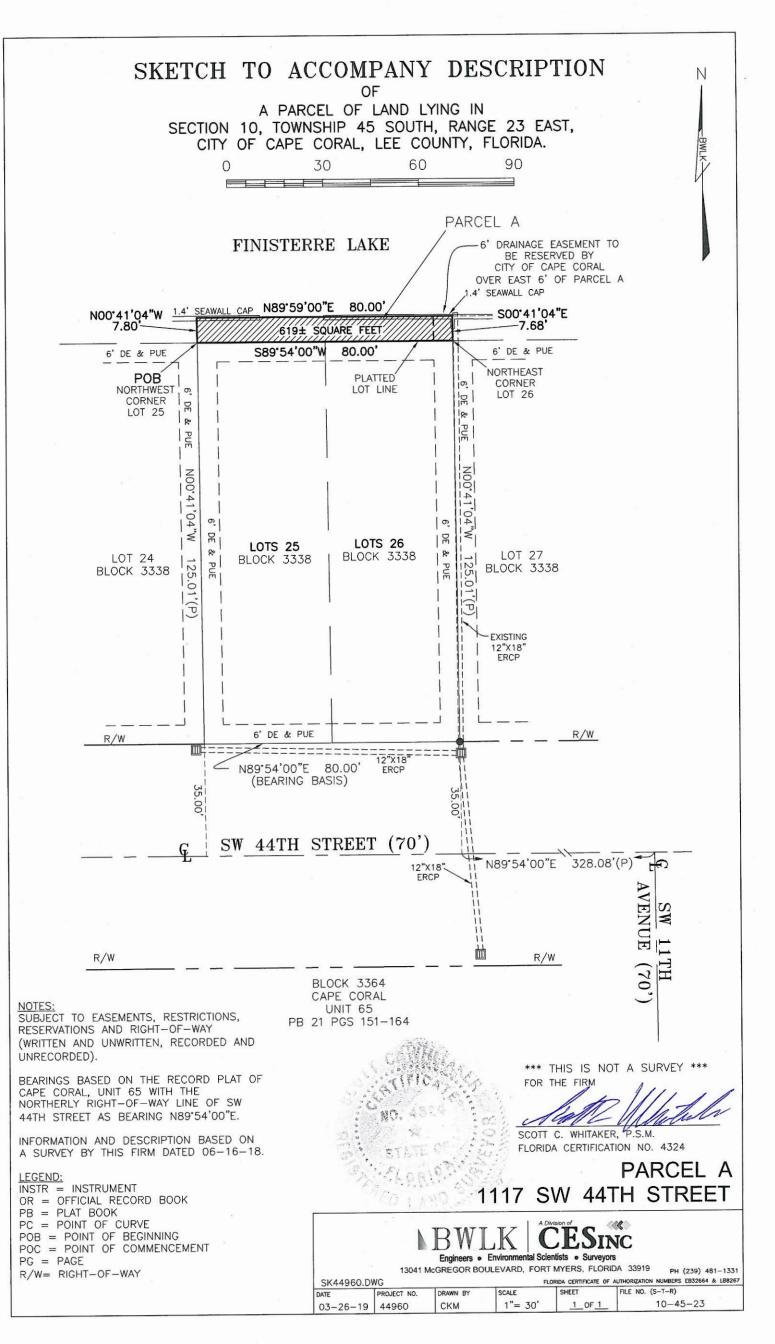
Bearings based on the record plat of Cape Coral, Unit 65 with the northerly right-of-way line of S.W. 44<sup>th</sup> Street as bearing N89°54'00"E.

Subject to easements, restrictions, reservations and right-of-way (recorded and unrecorded, written and unwritten).

BWLK, A Division of CES, Inc. (LB8267)

44960\_CES.docx 03/26/19

Scott C. Whitaker, P.S.M. 4324 Professional Surveyor and Mapper State of Florida





### Engineers • Environmental Scientists • Surveyors

Description of a Parcel of Land
Lying in
Section 10, Township 45 South, Range 23 East
City of Cape Coral, Lee County, Florida
(Vacated Easement across Northerly portion of Lots 25-26, Block 3338, Unit 65)

A parcel of land situated in the State of Florida, County of Lee, City of Cape Coral, lying across a part of Lots 25 and 26, Block 3338, Cape Coral, Unit 65, as recorded in Plat Book 21, Pages 151 through 164 of the Public Records of Lee County Florida and further described as follows:

The north 6 feet of said Lots 25 and 26, Block 3338, less the west 6 feet of said Lot 25 and less the east 6 feet of said Lot 26.

Described portion of easement contains 408 square feet, more or less.

CES, Inc. (LB8267)

457.001\_CES\_DESC\_vac.docx 08/07/19

Scott C. Whitaker, P.S.M. 4324 Professional Surveyor and Mapper State of Florida

Addressee | Date | JN | Page 1

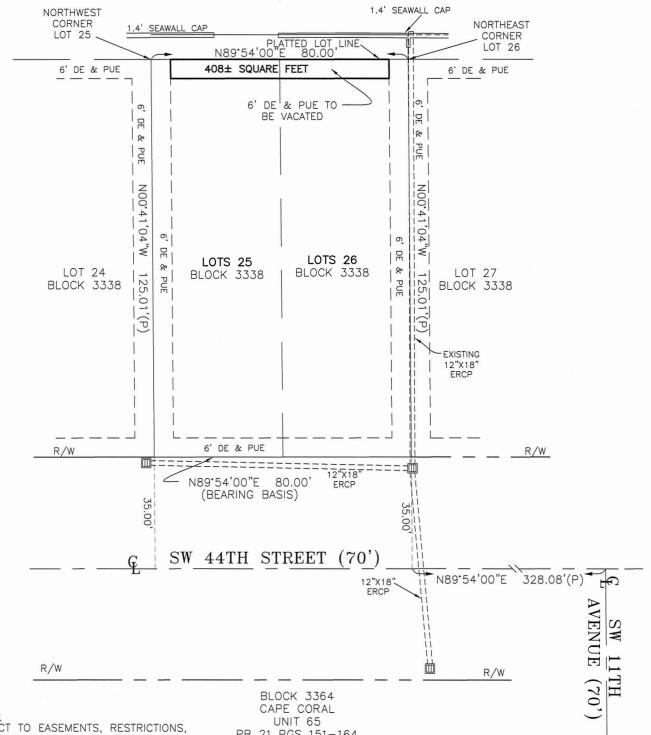


## SKETCH TO ACCOMPANY DESCRIPTION

A PARCEL OF LAND LYING IN
D, TOWNSHIP 45 SOUTH, RANGE 23 EAST, SECTION 10, CITY OF CAPE CORAL, LEE COUNTY, FLORIDA.

0 30 60

#### FINISTERRE LAKE



SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHT-OF-WAY (WRITTEN AND UNWRITTEN, RECORDED AND UNRECORDED).

BEARINGS BASED ON THE RECORD PLAT OF CAPE CORAL, UNIT 65 WITH THE NORTHERLY RIGHT—OF—WAY LINE OF SW 44TH STREET AS BEARING N89'54'00"E.

INFORMATION AND DESCRIPTION BASED ON A SURVEY BY THIS FIRM DATED 06-16-18.

LEGEND:

INSTR = INSTRUMENT OR = OFFICIAL RECORD BOOK

OR = OFFICIAL RECORD BOOK
PB = PLAT BOOK
PC = POINT OF CURVE
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PG = PAGE

R/W= RIGHT-OF-WAY DE = DRAINAGE EASEMENT PUE = PUBLIC UTILITY EASEMENT

PB 21 PGS 151-164

\*\*\* THIS IS NOT A SURVEY \*\*\* CES, INC

SCOTT C. WHITAKER, P.S.M. FLORIDA CERTIFICATION NO. 4324

EASEMENT TO BE VACATED ACROSS NORTHERLY PORTION OF LOTS 25 AND 26, BLOCK 3338 1117 SW 44TH STREET

## ESINC

eers • Environmental Scientists • Surveyors Engine

13041 McGREGOR BOULEVARD, FORT MYERS, FLORIDA 33919 FLORIDA CERTIFICATE OF AUTHORIZATION NUMBERS EB32664 & LB8267

| SHEET | FILE NO. (S-T-R) 2010457.001SK \_VAC.DWG

DRAWN BY SCALE \_\_\_OF\_1 08-07-19 1"= 30' 457.001 CKM/RC 10-45-23

N



Description of a Parcel of Land
Lying in
Section 10, Township 45 South, Range 23 East
City of Cape Coral, Lee County, Florida
(Drainage and Public Utility Easement adjoining Lots 25-26, Block 3338, Unit 65)

A parcel of land situated in the State of Florida, County of Lee, City of Cape Coral, being a part of Unit 65, Cape Coral, as recorded in Plat Book 21, Pages 151 through 164 of the Public Records of Lee County Florida and further described as follows:

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Parcel contains 501 square feet, more or less.

Bearings based on the record plat of Cape Coral, Unit 65 with the northerly right-of-way line of S.W. 44<sup>th</sup> Street as bearing N89°54'00"E.

CES, Inc. (LB8267)

457.001\_CES\_ease.docx 08/07/19

Scott C. Whitaker, P.S.M. 4324
Professional Surveyor and Mapper
State of Florida

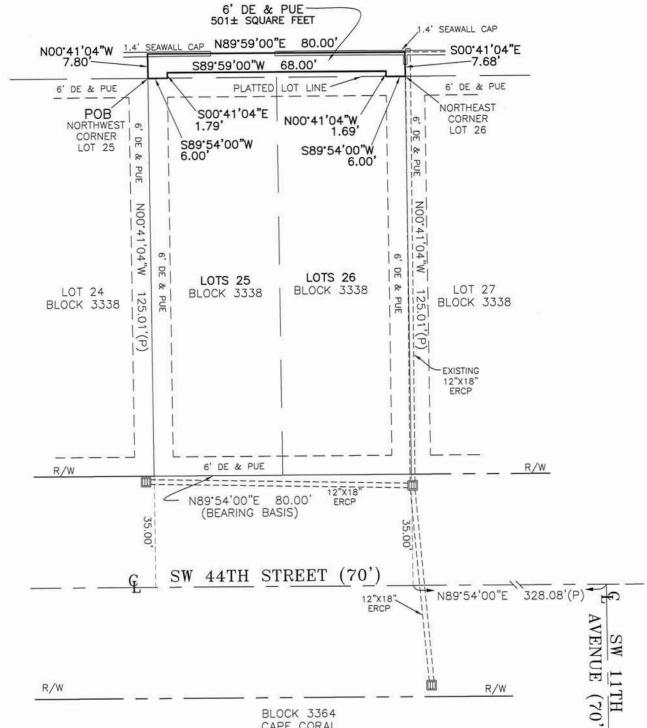
Addressee | Date | JN | Page 1

# SKETCH TO ACCOMPANY DESCRIPTION

A PARCEL OF LAND LYING IN SECTION 10, TOWNSHIP 45 SOUTH, RANGE 23 EACITY OF CAPE CORAL, LEE COUNTY, FLORIDA. TOWNSHIP 45 SOUTH, RANGE 23 EAST,

30 60 0

#### FINISTERRE LAKE



SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHT-OF-WAY (WRITTEN AND UNWRITTEN, RECORDED AND UNRECORDED).

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CAPE CORAL UNIT 65 PB 21 PGS 151-164

> \*\* THIS IS NOT A SURVEY \*\*\* CES, INC

SCOTT C. WHITAKER, P.S.M. FLORIDA CERTIFICATION NO. 4324

1117 SW 44TH STREET 6' DRAINAGE & PUBLIC UTILITY EASEMENT ADJOINING LOTS 25-26, BLOCK 3338, UNIT 65

# CESING

Engineers • Environmental Scientists • Surveyors

13041 McGREGOR BOULEVARD, FORT MYERS, FLORIDA 33919 PH (239) 481-1331 FLORIDA CERTIFICATE OF AUTHORIZATION NUMBERS EB32664 & LB8267

SHEET FILE NO. (S-T-R) 2010457.001SK EASE.DWG

08-07-19 CKM/RC 1"= 30" 1\_OF\_1 10-45-23 457.001

## OFFICE OF THE HEARING EXAMINER, CITY OF CAPE CORAL HEARING EXAMINER RECOMMENDATION

VP HEX Recommendation 15-2019

Rendered October 1, 2019

DCD CASE # VP 19-0003

**APPLICATION FOR:** 

Vacation of right-of-way and all underlying easements adjacent to lake: vacation of additional platted easements associated

with north property line

NAME OF OWNERS/APPLICANTS: Michael and Deborah Mulligan

APPLICANT'S REPRESENTATIVE: Chuck Matuszewski<sup>1</sup>

LOCATION OF PROPERTY: 1117 SW 44th Street, Cape Coral, FL

Cape Coral Subdivision, Unit 65, Block 3338, Lots 25-26

STRAP #: 10-45-23-C3-03338.0250

**ZONING DISTRICT:** Single Family Residential (R-1) Zoning

FUTURE LAND USE CLASSIFICATION: Single-Family (SF)

**HEARING DATE:** October 1, 2019

**SUMMARY OF REQUEST:** Owner requests to vacate:

- ±619 square feet of Finisterre Lake right-of-way (ROW) and all underlying easements; and
- ±408 square feet of platted easements associated with the north property line of Lots 25 and 26, Block 3338, Unit 65, Cape Coral Subdivision.

#### SUMMARY OF HEARING EXAMINER RECOMMENDATION

The Hearing Examiner recommends that City Council **approve** the application for the requested vacations, subject to the conditions set forth below.

#### I. NOTICE OF HEARING

Based on the testimony of City Staff Justin Heller at the Hearing, the Hearing Examiner finds that proper notice of this hearing was provided, in accordance with the requirements of Article VIII, §8.3, Public Hearings, of the City of Cape Coral Land Use and Development Regulations ("LUDRs").

<sup>&</sup>lt;sup>1</sup> Mr. Matuszewski did not appear at the Hearing.

#### II. PARTICIPANTS IN HEARING

CITY STAFF: Justin Heller

CITY CLERK'S OFFICE: Patricia Sorrels

APPLICANT: Deborah Mulligan

MEMBERS OF PUBLIC: None

CORRESPONDENCE/TELEPHONE CALLS FROM PUBLIC: None

#### III. EXHIBITS

APPLICANT'S AND CITY STAFF'S EXHIBITS: previously submitted.

#### IV. REVIEW OF LUDR REQUIREMENTS

<u>Applicable Regulations: Application Received Prior to August 5, 2019.</u> It appears from a review of the documents submitted by Applicants that the Application requesting these vacations was submitted for City review between August 21, 2018 and March 4, 2019.

Accordingly, this case has been reviewed, and this Recommendation is based upon, the LUDRs in effect prior to August 5, 2019, the date the new land regulation ordinance was adopted by City Council.

<u>Authority.</u> The Hearing Examiner has the authority to recommend approval or denial of an application for a vacation of a plat and associated easements pursuant to LUDR §9.2.3 b.8.

Standard of Review of Evidence; Hearsay Evidence. The Hearing Examiner's recommendation is based on whether the application meets all applicable requirements of the Comprehensive Plan, the City Code of Ordinances, and the LUDRs, upon review of the entirety of the record. Hearsay evidence may be used for the purpose of supplementing or explaining other evidence, but it shall not be sufficient by itself to support a finding unless it would be admissible over objection in court. In rendering this recommendation, the Hearing Examiner must consider all competent substantial evidence in the record as defined by LUDR § 8.3.1.C.3.b.

<u>LUDR Standards.</u> The Hearing Examiner reviewed the application in accordance with the standards set forth in LUDR § 8.11, *Vacation of plats, rights-of-way and other property*, in addition to the general standards set forth in the LUDRs and the City Comprehensive Plan.

#### V. TESTIMONY AT HEARING

#### Applicant's Incorporation of Staff Report and Staff Testimony

The Applicant incorporated the Staff Report and Staff Testimony ("Staff Input") into her presentation by reference. She requested the Hearing Examiner to recommend that City Council find the Staff Input as findings of fact, in addition to those separately presented by her.

#### Staff's Incorporation of Staff Report by Reference

Staff incorporated the staff report by reference into his presentation.

#### Hearing Examiner's Recommended Findings of Fact.

All documentary and oral testimony referenced below is accepted by the Hearing Examiner as recommended findings of fact, except as specifically noted otherwise. The Hearing Examiner recommends that the City Council accept such testimony as findings of fact to substantiate its decision regarding this Application.

#### VI. **DISCUSSION**

#### Site, Zoning Information and Surrounding Area

Staff testified that the Applicant owns a two-lot platted site at the referenced address. It is improved with a single-family residence with a pool and a dock and it abuts Finisterre Lake. Staff testified that all properties within 2,00 feet share the same future land use designation and zoning classification as the subject property.

Staff further testified that, although the plat shows this site has eight (80) feet of water frontage along the Finisterre Lake, a strip of lake ROW consisting of dry land exists between the rear or north property line and the seawall.

#### Reason for Application

The Applicant submitted an email dated March 4, 2019, stating that the reason for the request was their desire to remodel their pool and deck areas and, further, that some of their neighbors had received a similar vacation and they wished to bring their pool deck areas into alignment with other properties near theirs. Applicant testified to the same at the Hearing.

Staff testified that, for most platted water-front sites in the City, the rear property line extends to the edge of the waterbody. Accordingly, the Applicant seeks to vacate 619 square feet of right of way to extend the site to the edge of the seawall.

#### Analysis of Requests in Application

o Request No. 1: Vacate ±619 of Right of Way Adjacent to Finisterre Lake

Staff testified that Applicant wishes to vacate the right-of-way between the property's rear property line and the edge of the seawall along Finisterre Lake, which right of way is improved with a seawall.

Staff further testified that this right-of-way is too narrow to provide a tangible benefit to the public. Accordingly, staff testified that no apparent reason exists for the City to maintain this strip of land as ROW.

Further, the proposed vacation would enlarge the site by approximately 600 square feet, thereby providing for uninterrupted ownership of land between the front property line of the site and the edge of the seawall, as the plat intended.

In addition, staff testified that a small amount of land would be added to the tax rolls by eliminating City ownership of the right-of-way.

 Request No. 2: Vacate ±619 Square Feet of Easements Underlying the Subject ROW

A representative of the Lee County Electric Cooperative, Inc. provided a letter dated September 3, 2019, stating that LCEC has no objection to the proposed vacation, upon the condition that an easement along the seawall and the side easements be granted, thereby granting a continuous perimeter easement back. Applicant has agreed to this condition.

A representative of Comcast provided a letter dated January 17, 2019, indicating no objection to the proposed vacation. John Schroeder of Embarq Corporation, Inc. (d/b/a CenturyLink) provided an email dated February 5, 2019, indicating that CenturyLink had no objection vacation of the easements.

Staff testified that the City lacks facilities within this easement and that a perimeter easement would be sufficient for the City's purposes.

o Request No. 3: Vacate 408 Square Feet of Easements Along the North Property Line of Lots 25 and 26, Block 3338

Staff testified that the City facilities in this easement area. As set forth above, the documents supplied by CenturyLink, Comcast, and LCEC state that each of these entities do not object to this request and that LCEC conditions its approval upon the granting of a new six-foot wide easement along the perimeter of the subject property. The owners have agreed to this.

# Recommendation that City Council Find That Applicants Have Complied with All Requirements for the Requested Vacations, as Set Forth in LUDR §8.11

- 1. Applicant has color of title (LUDR §8.11.3b.1)
- 2. A copy of the plat **has** been provided, showing the portions for which vacation is sought (LUDR §8.11.3b.2)
- 3. and 4. **Letters of No Objection** from Century Link, LCEC and Comcast (LUDR §8.11.3b.3 and LUDR §8.11.3b.4-6) were supplied by Applicant's Representative.

These letters have been obtained and are part of the Hearing record.

5. A copy of a recent boundary survey or survey sketch of the property prepared and executed by a registered surveyor, has been provided, showing the area requested to be vacated; providing complete metes and bounds legal descriptions of said areas, and showing all pavement and all utility and drainage facilities in said area, including water, sewer and cable lines, utility poles, swales, ditches, manholes and catch basins. Separate drawings and metes and bounds legal descriptions will be required for each proposed vacation area when the right-of-way and easement configurations differ. (LUDR §8.11.3b.7.B)

All of the required documents have been provided.

6. No Reasonably Foreseeable Public Use of the Vacated Area. (LUDR, §8.11.3 d)

The above testimony and factual findings are incorporated into analysis of this standard by reference.

It is recommended that, for the above reasons, the City Council finds there is no reasonably foreseeable public use for the requested vacations.

7. City's Retention of Easements for Utilities and/or Drainage in and Upon the Vacated Area. (LUDR, §8.11.3 d)

It is recommended that the City Council **retain a perimeter easement** for utilities and/or drainage in and upon the vacated areas, as set forth in the conditions below. The owners have agreed to this perimeter easement.

#### Consistency with the Comprehensive Plan (LUDR §8.11)

Staff testified that the City does not have specific Comprehensive Plan policies for vacations involving residentially zoned sites.

It is recommended that the City Council find that the vacation requests are consistent with Policy 1.15 of the Future Land Use Element of the City's Comprehensive Plan which states:

Land development regulations adopted to implement this comprehensive plan will be based on, and will be consistent with, the standards for uses and densities/intensities as described in the following future land use classifications. In no case shall maximum densities allowable by the following classifications conflict with Policy 4.3.3 of the Conservation and Coastal Management Element regulating density of development within the Coastal High Hazard Area.

a. <u>Single Family Residential.</u> Sites of 10,000 square feet and greater, with densities not to exceed 4.4 units per acre.

Staff testified that this application is consistent with the above-cited Policy 1.15.a for the following reasons: the size of the site would be 10,619 square feet if the ROW vacation were granted. The property currently has one single-family home, equating to a density of 4.1 dwelling units per acre, less than the maximum density allowed in this future land use classification.

Accordingly, it is recommended that City Council find that granting the requested vacations, as conditioned below, **is consistent** with the City Comprehensive Plan, Land Use Development Regulations, and all other applicable law.

#### VII. RECOMMENDED CONDITIONS OF APPROVAL

City staff testified regarding recommendations for conditions of approval, set forth below. Applicant testified that she has no objection to these conditions.

The Hearing Examiner **recommends** that these conditions of approval be adopted as part of the City Council's approval of Applicant's request:

 Vacation of 619 Square Feet of ROW and Underlying Easements: <u>Consistency with Sketch and Accompanying Legal Description.</u>
 The vacation of the 619 square feet of ROW and all underlying easements shall be consistent with that shown in the sketch and accompanying legal description prepared by Bean, Whitaker, Lutz & Kareh, Inc., dated March 26, 2019.

- 2. <u>Vacation of 408 Square Feet of Platted Easements: Consistency with Sketch and Legal Description.</u> The vacation of the 408 square feet of platted easements located in Lots 25 and 26, Block 3338 shall be consistent with that shown in the sketch and accompanying legal description prepared by CES Inc., entitled Easement to be Vacated Across Northerly Portion of Lots 25 and 26, Block 3338, 1117 SW 44<sup>th</sup> Street, dated August 07, 2019.
- 3. <u>Provision of Easement Deed.</u> Within 60 days from the date of adoption of this vacation, the owners shall provide to the City an easement deed for a six-foot wide easement consistent with that shown in the sketch and accompanying legal description prepared by CES, Inc., entitled 1117 SW 44th Street, 6' Drainage & Public Utility Easement Adjoining Lots 25-26, Block 3338, Unit 65, dated August 07, 2019. This easement shall be approved by the City Development Services Manager and Property Broker prior to acceptance.
- 4. <u>Recording of Resolution.</u> This resolution shall be recorded with the Office of the Lee County Clerk of Court by the City of Cape Coral. This resolution shall not be effectuated until the applicant provides the City with an easement deed as described in Condition #3 above, and reimburses the City for all recording fees associated with this resolution.
- 5. <u>Compliance with Zoning District Standards and Requirements and Inclusion of LUDRs, City Ordinances and Other Applicable Law.</u>
  Applicants shall comply with all standards and requirements for the zoning district in which the property is located and all other requirements set forth in the LUDRs, City ordinances and all other applicable laws and regulations, which are incorporated herein by reference.

#### VIII. EXHIBITS

The following Exhibits are attached to this Recommendation and are hereby incorporated by reference:

- EXHIBIT "A": sketch and accompanying legal description prepared by Bean, Whitaker, Lutz & Kareh, Inc., dated March 26, 2019.
  - EXHIBIT "B": sketch and accompanying legal description prepared by CES Inc., entitled Easement to be Vacated Across Northerly Portion of Lots 25 and 26, Block 3338, 1117 SW 44<sup>th</sup> Street, dated August 07, 2019.
  - Exhibit "C": sketch and accompanying legal description prepared by CES, Inc., entitled 1117 SW 44th Street, 6' Drainage & Public Utility Easement Adjoining Lots 25-26, Block 3338, Unit 65, dated August 07, 2019.

The Hearing Examiner herewith **RECOMMENDS APPROVAL** of the request for the above-referenced Vacations filed by Applicant, **WITH THE CONDITIONS** set forth above.

This Recommendation takes effect on the date specified below.

HEARING EXAMINER OF THE CITY OF CAPE CORAL, FLORIDA

ANNE DALTON, ESQUIRE

ATTEST:

CITY CLERK

Exhibit "A"-pigz



Engineers • Environmental Scientists • Surveyors

Description of a Parcel of Land Lvina in Section 10, Township 45 South, Range 23 East City of Cape Coral, Lee County, Florida (Parcel A - adjoining Lots 25-26, Block 3338, Unit 65)

A parcel of land situated in the State of Florida, County of Lee, City of Cape Coral, being a part of Unit 65, Cape Coral, as recorded in Plat Book 21, Pages 151 through 164 of the Public Records and further described as follows:

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Parcel contains 619 square feet, more or less.

Reserving a 6' drainage easement over the easterly 6 feet thereof.

Bearings based on the record plat of Cape Coral, Unit 65 with the northerly right-of-way line of S.W. 44th Street as bearing N89°54'00"E.

Subject to easements, restrictions, reservations and right-of-way (recorded and unrecorded, written and unwritten).

BWLK, A Division of CES, Inc.

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Scott C. Whitaker, P.S.M. 4324 Professional Surveyor and Mapper

State of Florida

Exhibit "A", p.20f2

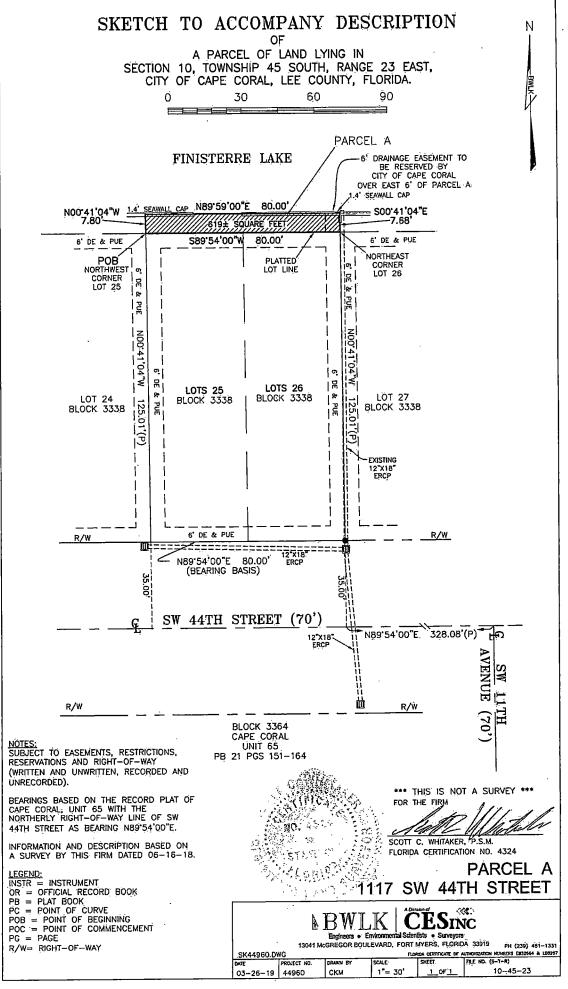


Exhibit "B" plg2



## Engineers • Environmental Scientists • Surveyors

Description of a Parcel of Land
Lying in
Section 10, Township 45 South, Range 23 East
City of Cape Coral, Lee County, Florida
(Vacated Easement across Northerly portion of Lots 25-26, Block 3338, Unit 65)

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The north 6 feet of said Lots 25 and 26, Block 3338, less the west 6 feet of said Lot 25 and less the east 6 feet of said Lot 26.

Described portion of easement contains 408 square feet, more or less.

CES, Inc. (LB8267)

457.001 CES\_DESC\_vac.docx 08/07/19

Scott C. Whitaker, P.S.M. 4324 Professional Surveyor and Mapper State of Florida

Exhibit B"pzfz

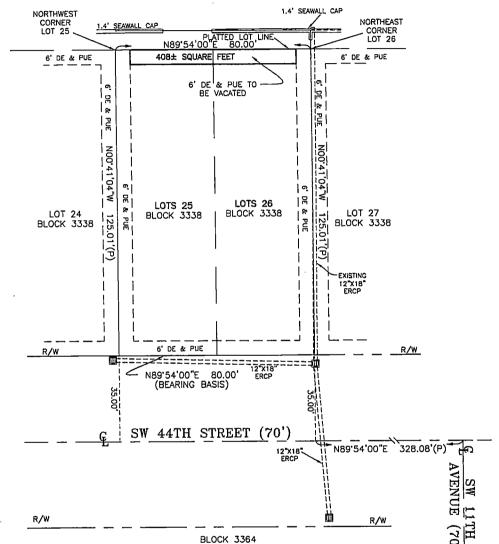
### SKETCH TO ACCOMPANY DESCRIPTION

OF

A PARCEL OF LAND LYING IN SECTION 10, TOWNSHIP 45 SOUTH, RANGE 23 EAST, CITY OF CAPE CORAL, LEE COUNTY, FLORIDA.

0 30 60 90

#### FINISTERRE LAKE



NOTES: SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHT-OF-WAY (WRITTEN AND UNWRITTEN, RECORDED AND UNRECORDED).

BEARINGS BASED ON THE RECORD PLAT OF CAPE CORAL, UNIT 65 WITH THE NORTHERLY RIGHT-OF-WAY LINE OF SW 44TH STREET AS BEARING N89'54'00"E.

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PG = PAGE

R/W= RIGHT-OF-WAY
DE = DRAINAGE EASEMENT
PUE = PUBLIC UTILITY EASEMENT

BLOCK 3364 CAPE CORAL UNIT 65 PB 21 PGS 151--164

\*\*\* THIS IS NOT A SURVEY \*\*\*
CES, INC

SCOTT C. WHITAKER, P.S.M. FLORIDA CERTIFICATION NO. 4324

EASEMENT TO BE VACATED ACROSS NORTHERLY PORTION OF LOTS 25 AND 26, BLOCK 3338 1117 SW 44TH STREET

## **CES**INC

ineers • Environmental Scientists • Surveyors

Exhibit "C"p.1 of 2



## Engineers • Environmental Scientists • Surveyors

Description of a Parcel of Land
Lying in
Section 10, Township 45 South, Range 23 East
City of Cape Coral, Lee County, Florida
(Drainage and Public Utility Easement adjoining Lots 25-26, Block 3338, Unit 65)

A parcel of land situated in the State of Florida, County of Lee, City of Cape Coral, being a part of Unit 65, Cape Coral, as recorded in Plat Book 21, Pages 151 through 164 of the Public Records of Lee County Florida and further described as follows:

Beginning at the northwest corner of Lot 25, Block 3338 of said Unit 65; thence N00°41'04"W along the northerly extension of the common line dividing Lots 24 and 25, of said block 3338 for 7.80 feet to the northerly face of a concrete seawall bordering Finisterre Lake; thence N89°59'00"E along said northerly face for 80.00 feet to the northerly extension of the common line dividing Lots 26 and 27 of said Block 3338; thence S00°41'04"E along said northerly extension of the common line dividing Lots 26 and 27 of said Block 3338 for 7.68 feet to the northeast corner of said Lot 26; thence S89°54'00"W along the north line of said Lot 26 for 6.00 feet; thence N00°41'04"W departing said north line for 1.69 feet; thence S89°59'00"W for 68.00 feet; thence S00°41'04"E for 1.79 feet to an intersection with the north line of said Lot 25; thence S89°54'00"W along the north line of said Lot 25;

Parcel contains 501 square feet, more or less.

Bearings based on the record plat of Cape Coral, Unit 65 with the northerly right-of-way line of S.W. 44<sup>th</sup> Street as bearing N89°54'00"E.

CES, Inc. (LB8267)

457.001\_CES\_ease.docx 08/07/19

Scott C. Whitaker, P.S.M. 4324
Professional Surveyor and Mapper
State of Florida

Addressee | Date | JN | Page 1

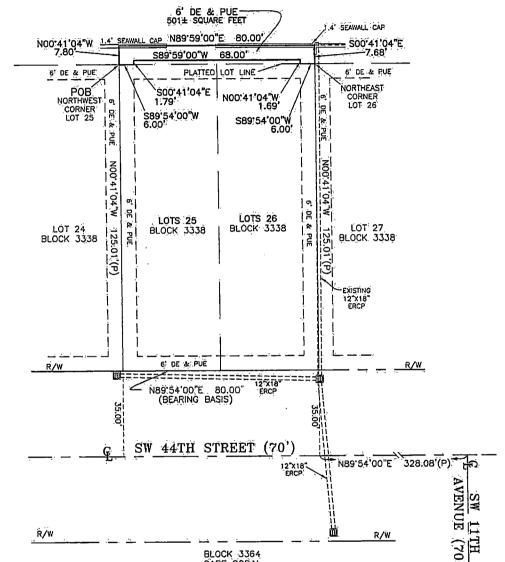
Exhibit "Cipzofz

## SKETCH TO ACCOMPANY DESCRIPTION

A PARCEL OF LAND LYING IN SECTION 10, TOWNSHIP 45 SOUTH, RANGE 23 EAST, CITY OF CAPE CORAL, LEE COUNTY, FLORIDA.

30 60

#### FINISTERRE LAKE



NOTES: SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHT-OF-WAY (WRITTEN AND UNWRITTEN, RECORDED AND UNRECORDED).

BEARINGS BASED ON THE RECORD PLAT OF CAPE CORAL, UNIT 65 WITH THE NORTHERLY RIGHT-OF-WAY LINE OF SW 44TH STREET AS BEARING N89'54'00"E.

INFORMATION AND DESCRIPTION BASED ON A SURVEY BY THIS FIRM DATED 06-16-18.

LEGEND:
INSTR = INSTRUMENT
OR = OFFICIAL RECORD BOOK
PB = PLAT BOOK
PC = POINT OF CURVE
POB = POINT OF BEGINNING
PC = POINT OF COMMENCEMENT
PC = PAGE

O WE DESTRUCTED TO THE POINT OF THE PAGE

O WE DESTRUCTED TO THE PAG R/W= RIGHT-OF-WAY DE = DRAINAGE EASEMENT PUE = PUBLIC UTILITY EASEMENT

BLOCK 3364 CAPE CORAL UNIT 65 PB 21 PGS 151-164

> \*\* THIS IS NOT A SURVEY CES, INC SCOTT C. WHITAKER, P.S.M. FLORIDA CERTIFICATION NO. 4324

1117 SW 44TH STREET 6' DRAINAGE & PUBLIC UTILITY EASEMENT ADJOINING LOTS 25-26, BLOCK 3338, UNIT 65

**CES**inc

Engineers • Environmental Scientists • Surveyors
13041 McGREGOR BOULEVARD, FORT MYERS, FLORIDA 33919 PH (239) 481-1331 EASE.DWG 2010457,001SK 1"= 30'



**VACATION OF PLAT APPLICATION** 

Questions: 239-574-0776

Case # V P 19 - 0003

#### REQUEST TO PLANNING & ZONING COMMISION AND COUNCIL FOR A VACATION OF PLAT

FEE: \$843.00 - In addition to the application fee, all required advertising costs are to be paid by the applicant (ORD 39-03, Sec. 5.4) Advertising costs must be paid prior to public hearing otherwise case will be pulled from public hearing.

Following the approval of your request, the applicant shall be responsible for reimbursing the City to electronically record the final signed Resolution or Ordinance with the Lee County Clerk of Court. Until this fee is paid, restrictions on the issuance of any City permits will remain on the affected property that will prevent the city from issuing any applicable building permits, site plans, certificates of use, or certificates of occupancy for any property covered by the Resolution or Ordinance.

If the owner does not own the property in his/her personal name, the owner must sign all applicable forms in his/her corporate capacity.

MICHAIL MULLIGAN	1112 C 1111
MICHAEL NIVLLIGAR	Address: 1117 SW 44 <sup>H</sup> STROET  City: CAPE CORAL State: FRA Zip 33919  Phone: 732 740 2333
	City: CAPE CORAL State: KRA Zip 33919
	Phone: 737 740 2333
ADDI ICANIT	1/0 / (0 0.000
MIMULLY @ AOLOCOM	Address: 1117 SW 49TH STREET
EMAIL /	City: LAPELOVAL State: FL Zip 33914
	City: <u>CAPE COVAL</u> State: <u>FL</u> Zip <u>33914</u> Phone: <u>732-740-2333</u>
AUTHORIZED REPRESENTATIVE	
	Address:
EMAIL	City: State: Zip
	Phone:
Unit 65 Block 3338 Lot(s) 25	/26 Subdivision
Address of Property 1117 SW 447	a struct
Current Zoning S.F.C.	Plat Book 21 , Page 151 - 164
	Strap Number 10 - 45 - 23 - C3 - 03338. 0250



**VACATION OF PLAT APPLICATION** 

Questions: 239-574-0776

-		 -

#### THIS APPLICATION SHALL ALSO HAVE ANY ADDITIONAL REQUIRED SUPPORTING DOCUMENTS

The owner of this property, or the applicant, agrees to conform to all applicable laws of the City of Cape Coral and to all applicable Federal, State, and County laws and certifies that all information supplied is correct to the best of their knowledge.

owledge.	•
MICHAEL MULLIGAE APPLICANT NAME (PLEASE TYPE OR PI	
STATE OF, COUNTY OF  Sworn to (or affirmed) and subscribe the ligan as identification.	ed before me this H day of August, 2018 by who is personally known or produced  Exp. Date: 9-5-20 Commission Number: GG026653  Signature of Notary Public:  Printed name of Notary Public:
	SHARON LYNN TORREGROSSA MY COMMISSION # GG026653 EXPIRES September 05, 2020



VACATION OF PLAT	<b>APPLICATION</b>
------------------	--------------------

Questions: 239-574-0776

Case #	

AUTHORIZATION TO REPRESENT PR	ROPERTY OWNER(s)
PLEASE BE ADVISED THAT  (Name of person giving p	ATUSZEWSKI Presentation)
IS AUTHORIZED TO REPRESENT ME IN THE REQUEST TO THE PLAN AGENCY, BOARD OF ZONING ADJUSTMENTS AND APPEALS AND/O VACATION OF PLAT!	
UNIT 65 BLOCK 3338 LOT(S) 25/26  OR LEGAL DESCRIPTION 1117 SW 447	SUBDIVISION  THE STREET.  5-23-<3-03338.0250.
10-45	5-23- <i>&lt;</i> 3-0 <i>3338.0</i> 250.
LOCATED IN THE CITY OF CAPE CORAL, COUNTY OF LEE, FLORID	
PROPERTY OWNER (Please Print)	PROPERTY OWNER (Please Print)
AND M ONNER	
PROPERTY OWNER (Gignature & Title)	PROPERTY OWNER (Signature & Title)
STATE OF, COUNTY OF	
Subscribed and sworn to (or affirmed) before me this  Chicago who is personally known or process identification.	aday of <u>August</u> , 20 <u>18</u> , by
Exp. Date: 9-5-20 Com	mission Number: GGO26653
Signature of Notary Public:	
Printed name of Notary Public:	Sharon Jornegrossa
	SHARON LYNN TORREGROSSA
	SHARON EYNN TORREGROSSS

Note: Please list all owners. If a corporation, please supply the Planning Division with a copy of corporation

paper.



**VACATION OF PLAT APPLICATION** 

Questions: 239-574-0776

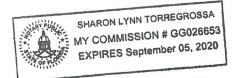
Case	#

#### DOCUMENTARY EVIDENCE (LUDR, Section 8.3.1.C.6.f)

A copy of all documentary evidence shall be made available to the decision-making body or the Hearing Examiner and to staff no later than two business days prior to the hearing of the application. This requirement includes information that the applicant intends to present at public hearing.

I have read the above requirement and agree to comply with this provision.

MICHAEL MULLIGAN	Like NX
OWNER/APPLICANT (PLEASE TYPE OR PRINT) OW	VNER/APPLICANT SIGNATURE
(SIGNATURE MUST BE N	IOTARIZED)
STATE OF COUNTY OF LSS	
Shar	f Notary Public





ACATION OF PLAT APPLICATION	

Questions: 239-574-0776

#### ACKNOWLEDGEMENT FORM

Case #

I have read and understand the above instructions. Hearing date(s) will be confirmed when I receive a copy of the Notice of Public Hearing stipulating the day and time of any applicable hearings.

I acknowledge that I or my representative must attend any applicable meetings scheduled for the Hearing Examiner, Planning & Zoning Commission/Local Planning Agency, and City Council.

I will have the opportunity, at the hearing, to present verbal information pertaining to my request that may not be included in my application.

I understand any decision rendered by the CITY shall be subject to a thirty (30) day appeal period. Any work performed within the thirty (30) day time frame or during the APPEAL process will be completed at the applicant's risk.

I understand I am responsible for all fees, including advertising costs. All fees are to be submitted to the City of Cape Coral with the application or the item may be pulled from the agenda and continued to future date after fees are paid.

Please obtain all necessary permits prior to commencing any phase of construction.

Please indicate on a separate sheet those persons to whom you wish a copy of the Public Hearing Notice sent.

By submitting this application, I acknowledge and agree that I am authorizing the City of Cape Coral to inspect the subject property and to gain access to the subject property for inspection purposes reasonably related to this application and/or the permit for which I am applying.

CORPORATION/COMPANY NAME	21 2
	$\lambda_{0} = (\lambda_{0} + \lambda_{0})^{2}$
MICHAEL MULLIGAN	Mu (/V/
PROPERTY OWNER (PLEASE TYPE OR PRINT)	PROPERTY OWNER'S SIGNATURE
STATE OF FL, COUNTY OF Le	<u>e</u>
Sworn to (or affirmed) and subscribed before me this 21  Michael Muligan who is personally kn	_ day of <u>Aug</u> , 20 <u>13</u> , by
as identification.	
Exp. Date: <u> </u>	Commission Number: 4026653
Signature of Notary	Public:
Printed name of No	tary Public: Sharon Torngessa
(SIGNATURE MUST	
	A SECONOSIA
	SHARON LYNN TORREGROSSA

MY COMMISSION # GG026653 EXPIRES September 05, 2020 Review Date: August 26, 2019

Property Owners: Michael and Deborah Mulligan

**Location:** 1117 SW 44<sup>th</sup> Street.

Cape Coral Subdivision, Unit 65, Block 3338, Lots 25-26

Representative: Chuck Matuszewski

Request: The owners request to vacate ±619 sq. ft. of Finisterre Lake right-of-way (ROW),

all underlying easements, and ±408 sq. ft. of platted easements associated with the north property line of Lots 25 and 26, Block 3338, Unit 65, Cape Coral

Subdivision.

Prepared By: Justin Heller, Senior Planner

**Reviewed By:** Mike Struve, AICP, Planning Team Coordinator

**Approved By:** Robert H. Pederson, AICP, Planning Manager

Recommendation: Approval with conditions

#### **Property Description:**

The applicants own a two-lot platted site at 1117 SW 44<sup>th</sup> Street that abuts Finisterre Lake. The site is developed with a single-family residence with a pool and dock. The site has a Single-Family (SF) Future Land Use Classification and Single Family Residential (R-1) Zoning. Surrounding properties share the same future land use and zoning classifications.

The plat shows this site has 80 feet of water frontage along the Finisterre Lake. However, a strip of lake ROW consisting of dry land exists between the rear or north property line and the seawall. For most platted water-front sites in the City, the rear property line extends to the edge of the waterbody. The applicant seeks to vacate 619 sq. ft. of ROW to extend the site to the edge of the seawall.

#### Analysis:

This application was reviewed based on the Land Use and Development Regulations (LUDR), Section 8.11, "Vacation of plats, rights-of-way and other property." The City Comprehensive Plan was also reviewed for policies on vacations.

#### Request No. 1: Vacate 619 sq. ft. of ROW Adjacent to the Finisterre Lake

This vacation involves the ROW that exists between the rear property line and the edge of the seawall along Finisterre Lake. The ROW is improved with a seawall. This ROW is too narrow to provide a tangible benefit to the public. As a result, there is no apparent reason for the City to maintain this strip of land as ROW. This vacation will enlarge the site by over 600 sq. ft. and will provide for uninterpreted ownership

of land between the front property line of the site and the edge of the seawall as was intended by the plat. A small amount of land will be added to the tax rolls by eliminating this ROW.

#### Request No. 2: Vacate 619 sq. ft. of Easements Underlying the Subject ROW

All three utility providers lack facilities in these easements and do not object to this request. The City also lacks facilities within this easement. Staff recommends that a six foot wide public utility easements be granted to the City from the owner around the expanded site along the canal.

Request No. 3: Vacate 408 sq. ft. of Easements along the north property line of Lots 25 and 26, Block 3338

All three utility providers lack facilities in these easements and do not object to this request. The City lacks facilities within this easement. This platted easement will no longer be necessary as the owner will provide the City with new easements sufficient for providing a six-foot wide easement around the perimeter of the expanded site.

#### Consistency with the Comprehensive Plan

The City lacks specific policies in the Comprehensive Plan for vacations involving residential-zoned lands.

This request is consistent with Policy 1.15 of the Future Land Use Element.

**Policy 1.15:** Land development regulations adopted to implement this comprehensive plan will be based on, and will be consistent with, the standards for uses and densities/intensities as described in the following future land use classifications. In no case shall maximum densities allowable by the following classifications conflict with Policy 4.3.3 of the Conservation and Coastal Management Element regulating density of development within the Coastal High Hazard Area.

a. <u>Single Family Residential:</u> Sites of 10,000 square feet and greater, with densities not to exceed 4.4 units per acre.

Staff comment: This request is consistent with Policy 1.15.a as the site is an estimated 10,619 sq. ft. following the ROW vacation and the property has one single-family home. This equates to a density of 4.1 dwelling units per acre. This density is less than the maximum 4.4 dwelling units per acre allowed within this future land use classification.

#### Recommendation:

Staff recommends approval of the requested vacations with the following conditions.

#### **Conditions of Approval**

- 1. The vacation of the 619 sq. ft. of ROW and underlying easements shall be consistent with that shown in the sketch and accompanying legal description prepared by Bean, Whitaker, Lutz & Kareh, Inc., dated February March 26, 2019.
- 2. The vacation of the 408 sq. ft. of platted easements lying in Lots 25 and 26, Block 3338 shall be consistent with that shown in the sketch and accompanying legal description prepared by CES Inc., entitled *Easement to be Vacated Across Northerly Portion of Lots 25 and 26, Block 3338, 1117 SW 44<sup>th</sup> Street*, dated August 07, 2019.
- 3. Within 60 days from the date of adoption of this vacation, the owner shall grant the City an easement for a six-foot wide public utility and drainage easement consistent with that shown in the sketch and accompanying legal description prepared by CES, Inc., entitled 1117 SW 44th Street, 6' Drainage & Public Utility Easement Adjoining Lots 25-26, Block 3338, Unit 65, dated August 07, 2019. This easement shall be approved by the City Development Services Manager and Property Broker prior to acceptance.
- 4. This resolution shall be recorded with the Lee County Clerk of Court by the City of Cape Coral. This resolution shall not be effectuated until the applicant provides the City with an easement deed as described in Condition #3 above, and reimburses the City for all recording fees associated with this resolution and the easement deed.

#### **Staff Contact Information**

Justin Heller, Senior Planner

PH: 239-574-0587

Email: jheller@capecoral.net

### **Shawn Baker**

VP19-0003

From:

Mulligan <mimully@aol.com>

Sent:

Monday, March 4, 2019 12:39 PM

To:

Shawn Baker

Subject:

[EXTERNAL] - Letter of intent - vacation of platt

Mr Cautero,

We are making a request to vacat strip of land at rear of our property as we are going to remodel our pool and deck area.

This has been done by some of our neighbors and will bring our pool deck area into alignment with others near us.

Thank you

Michael / Deborah Mulligan 1117 SW 44th Street Cape Coral 732-740-2333 cell Mimully@aol.com email



## Engineers • Environmental Scientists • Surveyors

Description of a Parcel of Land
Lying in
Section 10, Township 45 South, Range 23 East
City of Cape Coral, Lee County, Florida
(Drainage and Public Utility Easement adjoining Lots 25-26, Block 3338, Unit 65)

A parcel of land situated in the State of Florida, County of Lee, City of Cape Coral, being a part of Unit 65, Cape Coral, as recorded in Plat Book 21, Pages 151 through 164 of the Public Records of Lee County Florida and further described as follows:

Beginning at the northwest corner of Lot 25, Block 3338 of said Unit 65; thence N00°41'04"W along the northerly extension of the common line dividing Lots 24 and 25, of said block 3338 for 7.80 feet to the northerly face of a concrete seawall bordering Finisterre Lake; thence N89°59'00"E along said northerly face for 80.00 feet to the northerly extension of the common line dividing Lots 26 and 27 of said Block 3338; thence S00°41'04"E along said northerly extension of the common line dividing Lots 26 and 27 of said Block 3338 for 7.68 feet to the northeast corner of said Lot 26; thence S89°54'00"W along the north line of said Lot 26 for 6.00 feet; thence N00°41'04"W departing said north line for 1.69 feet; thence S89°59'00"W for 68.00 feet; thence S00°41'04"E for 1.79 feet to an intersection with the north line of said Lot 25; thence S89°54'00"W along the north line of said Lot 25 for 6.00 feet to the Point of Beginning.

Parcel contains 501 square feet, more or less.

Bearings based on the record plat of Cape Coral, Unit 65 with the northerly right-of-way line of S.W. 44<sup>th</sup> Street as bearing N89°54'00"E.

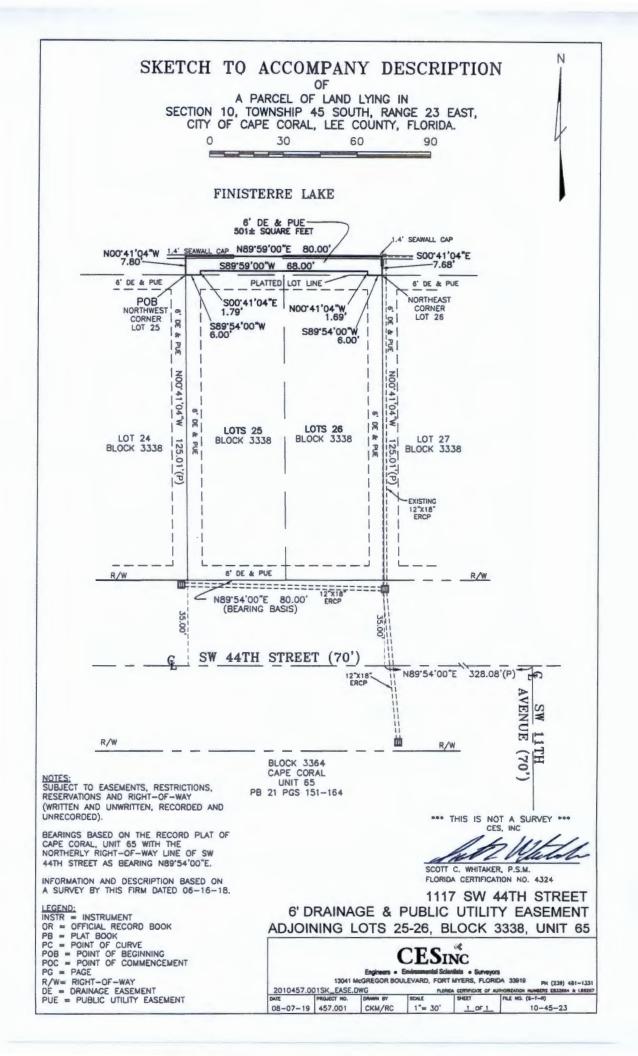
CES, Inc. (LB8267)

457.001\_CES\_ease.docx 08/07/19

Scott C. Whitaker, P.S.M. 4324
Professional Surveyor and Mapper
State of Florida

Addressee | Date | JN | Page 1







Description of a Parcel of Land
Lying in
Section 10, Township 45 South, Range 23 East
City of Cape Coral, Lee County, Florida
(Parcel A - adjoining Lots 25-26, Block 3338, Unit 65)

A parcel of land situated in the State of Florida, County of Lee, City of Cape Coral, being a part of Unit 65, Cape Coral, as recorded in Plat Book 21, Pages 151 through 164 of the Public Records and further described as follows:

Beginning at the northwest corner of Lot 25, Block 3338 of said Unit 65; thence N00°41′04″W along the northerly extension of the common line dividing Lots 24 and 25, of said block 3338 for 7.80 feet to the northerly face of a concrete seawall bordering Finisterre Lake; thence N89°59′00″E along said northerly face for 80.00 feet to the northerly extension of the common line dividing Lots 26 and 27 of said Block 3338; thence S00°41′04″E along said northerly extension of the common line dividing Lots 26 and 27, of said Block 3338 for 7.68 feet the northeast corner of said Lot 26; thence S89°54′00″W along the north line of said Lots 25 and 26 for 80.00 feet to the Point of Beginning.

Parcel contains 619 square feet, more or less.

Reserving a 6' drainage easement over the easterly 6 feet thereof.

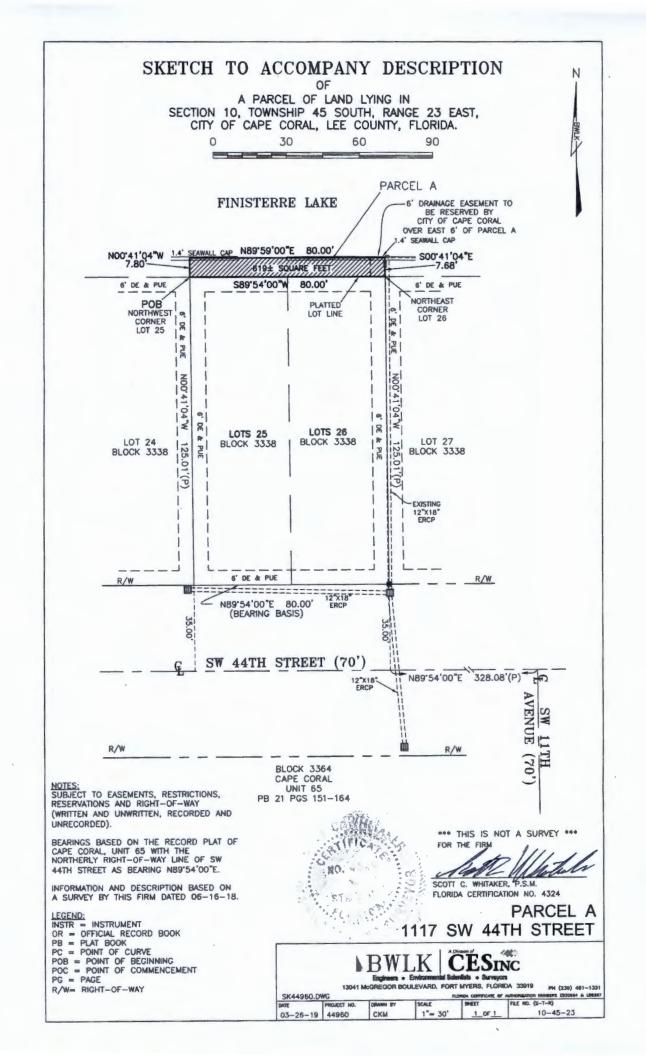
Bearings based on the record plat of Cape Coral, Unit 65 with the northerly right-of-way line of S.W. 44th Street as bearing N89°54'00"E.

Subject to easements, restrictions, reservations and right-of-way (recorded and unrecorded, written and unwritten).

BWLK, A Division of CES, Inc. (138267)

44960 CES.docx 03/26/19

Scott C. Whitaker, P.S.M. 4324 Professional Surveyor and Mapper State of Florida





## Engineers • Environmental Scientists • Surveyors

Description of a Parcel of Land
Lying in
Section 10, Township 45 South, Range 23 East
City of Cape Coral, Lee County, Florida
(Vacated Easement across Northerly portion of Lots 25-26, Block 3338, Unit 65)

A parcel of land situated in the State of Florida, County of Lee, City of Cape Coral, lying across a part of Lots 25 and 26, Block 3338, Cape Coral, Unit 65, as recorded in Plat Book 21, Pages 151 through 164 of the Public Records of Lee County Florida and further described as follows:

The north 6 feet of said Lots 25 and 26, Block 3338, less the west 6 feet of said Lot 25 and less the east 6 feet of said Lot 26.

Described portion of easement contains 408 square feet, more or less.

CES, Inc. (LB8267)

457.001\_CES\_DESC\_vac.docx 08/07/19

Scott C. Whitaker, P.S.M. 4324 Professional Surveyor and Mapper

State of Florida





#### SKETCH TO ACCOMPANY DESCRIPTION N A PARCEL OF LAND LYING IN SECTION 10, TOWNSHIP 45 SOUTH, RANGE 23 EAST, CITY OF CAPE CORAL, LEE COUNTY, FLORIDA. 0 30 60 90 FINISTERRE LAKE 1.4' SEAWALL CAP NORTHWEST CORNER LOT 25 NORTHEAST 1.4' SEAWALL CAP CORNER N89'54'00"E 80.00 6' DE & PUE 408± SQUARE FEET 6' DE & PUE DE & PUE TO BE VACATED 6' DE BE & PUE 30 2 PUE N00'41'04"W N00'41'04' 39 8 PE LOTS 26 LOTS 25 & PUE LOT 24 BLOCK 3338 LOT 27 BLOCK 3338 125.01 BLOCK 3338 **BLOCK 3338** (P) EXISTING 6' DE & PUE R/W R/W 89'54'00"E 80.00' ERCP 111 N89'54'00"E 80.00' (BEARING BASIS) 35.00 SW 44TH STREET (70') 328.08'(P) N89'54'00"E AVENUE WS R/W 齒 R/W (70) BLOCK 3364 CAPE CORAL NOTES: SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHT-OF-WAY UNIT 65 PB 21 PGS 151-164 (WRITTEN AND UNWRITTEN, RECORDED AND UNRECORDED). \*\*\* THIS IS NOT A SURVEY \*\*\* CES, INC BEARINGS BASED ON THE RECORD PLAT OF CAPE CORAL, UNIT 65 WITH THE NORTHERLY RIGHT-OF-WAY LINE OF SW 44TH STREET AS BEARING N89'54'00"E. SCOTT C. WHITAKER, FLORIDA CERTIFICATION NO. 4324 INFORMATION AND DESCRIPTION BASED ON A SURVEY BY THIS FIRM DATED 06-16-18. EASEMENT TO BE VACATED ACROSS NORTHERLY LEGEND: INSTR = INSTRUMENT OR = OFFICIAL RECORD BOOK PB = PLAT BOOK PC = POINT OF CURVE POB = POINT OF BEGINNING POC = POINT OF COMMENCEMENT PG = PAGE PORTION OF LOTS 25 AND 26, BLOCK 3338 1117 SW 44TH STREET CESING Engineers · Environmental Scientists · Surveyor R/W= RIGHT-OF-WAY DE = DRAINAGE EASEMENT PUE = PUBLIC UTILITY EASEMENT 13041 McGREGOR BOULEVARD, FORT MYERS, FLORIDA 33919 457.001 CHM/RU 1"= 30"



## Classified Ad Receipt (For Info Only - NOT A BILL)

Customer: CITY OF CAPE CORAL\_DEPT OF COM

Ad No.: 0003796843

Address: 1015 CULTURAL PARK BLVD

Net Amt: \$374.69

CAPE CORAL FL 33990

USA

Run Times: 1 No. of Affidavits: 1

Run Dates: 09/19/19

#### Text of Ad:

NOTICE OF PUBLIC HEARING ADVERTISEMENT

CASE NUMBER: VP19-0003

REQUEST: The owners request to vacate ±619 sq. ft. of Finisterre Lake right-of-way (ROW), all underlying easements, and ±408 sq. ft. of platted easements associated with the north property line of Lots 25 and 26, Block 3338, Unit 65, Cape Coral Subdivision. LOCATION: 1117 SW 44th Street. CAPE CORAL STAFF CONTACT: Justin Heller, Senior Planner

PROPERTY OWNER(S): Michael P. Mulligan and Deborah A. Mulligan

UPCOMING PUBLIC HEARING: Notice is hereby given that the City of Cape Coral Hearing Examiner will hold a public hearing at 9:00 A.M. on Tuesday October 1, 2019 on the above mentioned case. The public hearing will be held in the City of Cape Coral Council Chambers, 1015 Cultural Park Boulevard, Cape Coral, FL.

All interested parties are invited to appear and be heard. All materials presented before the Hearing Examiner will become a permanent part of the record. The public hearing may be continued to a time and date certain by announcement at this public hearing without any further published notice. Copies of the staff report will be available five days prior to the hearing. The file can be reviewed at the Cape Coral Community Development Department, Planning Division, 1015 Cultural Park Blvd., Cape Coral, FL.

After Hearing Examiner has made a written recommendation, the case will be scheduled for a public hearing before the City Council who will review the recommendation and make a final decision. You will receive another public hearing notice if this case is scheduled for a City Council hearing.

**DETAILED INFORMATION:** The case report and colored maps for this application are available at the City of Cape Coral website, www.capecoral.net/publ ichearing (Click on 'Public Hearing Information', use the case number referenced above to access the information); or, at the Planning Division counter at City Hall, between the hours of 7:30 AM and 4:30 PM.

HOW TO CONTACT: Any person may appear at the public hearing and be heard, subject to proper rules of conduct. You are allowed sufficient time to write or appear at the public hearing to voice your objections or approval. Written comments filed with the Director will be entered into the record. Please reference the case number above within your correspondence and mail to: Department of Community Development, Planning Division, P.O. Box 150027, Cape Coral, FL 33915-0027. The public hearing may be continued to a time and date certain by announcement at this public hearing without any further published notice.

ADA PROVISIONS: In accordance with the Americans With Disabilities Act, persons needing a special accommodation to participate in this proceeding should contact the Human Resources Department whose office is located at Cape Coral City Hall, 1015 Cultural Park Boulevard, Cape Coral, Florida; telephone 1-239-574-0530 for assistance; if hearing impaired, telephone the Florida Relay Service Numbers, 1-800-955-8771 (TDD) or 1-800-955-8770 (v) for assistance.

by order of Kimberly Bruns, CMC City Clerk REF # VP19-0003 AD#3796843 9/19/2019

## **Department of Community Development Planning Division**

#### **AFFIDAVIT**

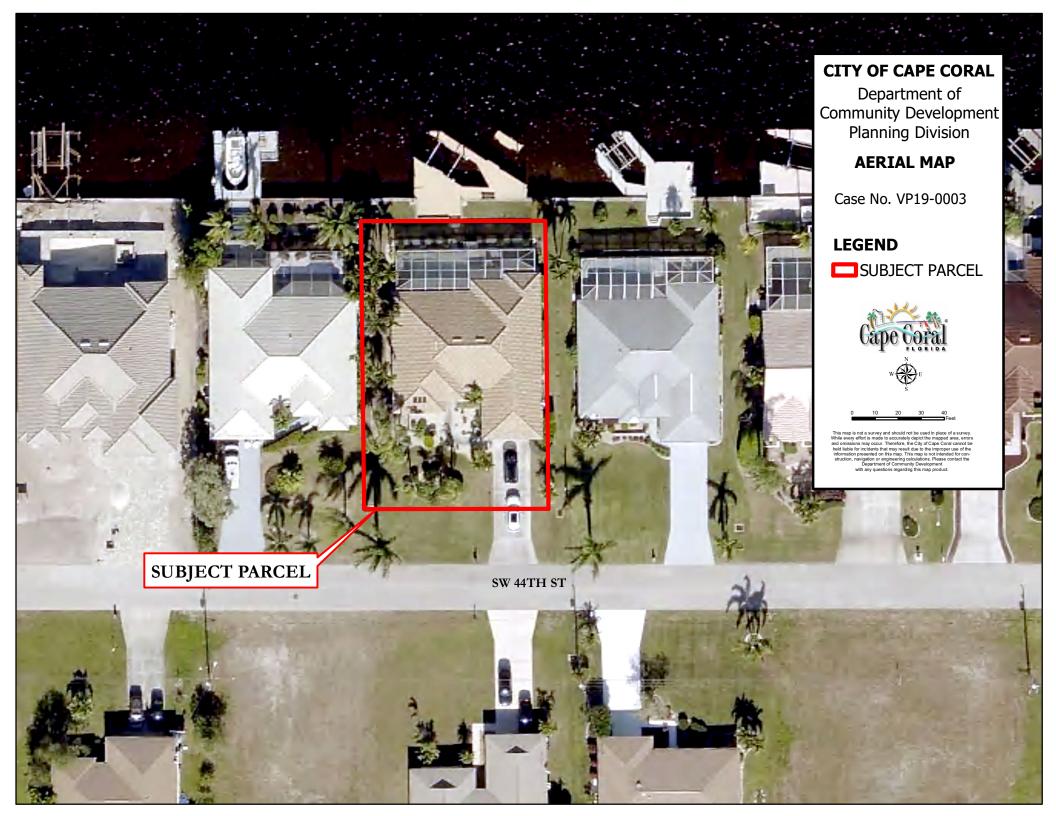
IN RE. APPLICATION OF: Michael and Deboran Mulligan
APPLICATION NO: VP19-0003
STATE OF FLORIDA )
COUNTY OF LEE ) §
I, Vincent A. Cautero, AICP having first been duly sworn according to law, state on my oath the following:
That I am the Director of the Department of Community Development and responsible in performing duties as required for the City of Cape Coral.
That pursuant to City of Cape Coral Code. Section 8.3.2A and Section 8.11.3.A all required written notice and publication has been provided. Also, posting of a sign has been done when applicable per Section 8.3.2A.
DATED this late day of September, 2019.
VAM. Can
Vincent A. Cautero, AICP
STATE OF FLORIDA COUNTY OF LEE
The foregoing instrument was acknowledged before me this day of stember, 2019, by Vincent A. Cautero, AICP, who is personally known to me and who did not take an oath.
Exp. Date 12 6030474

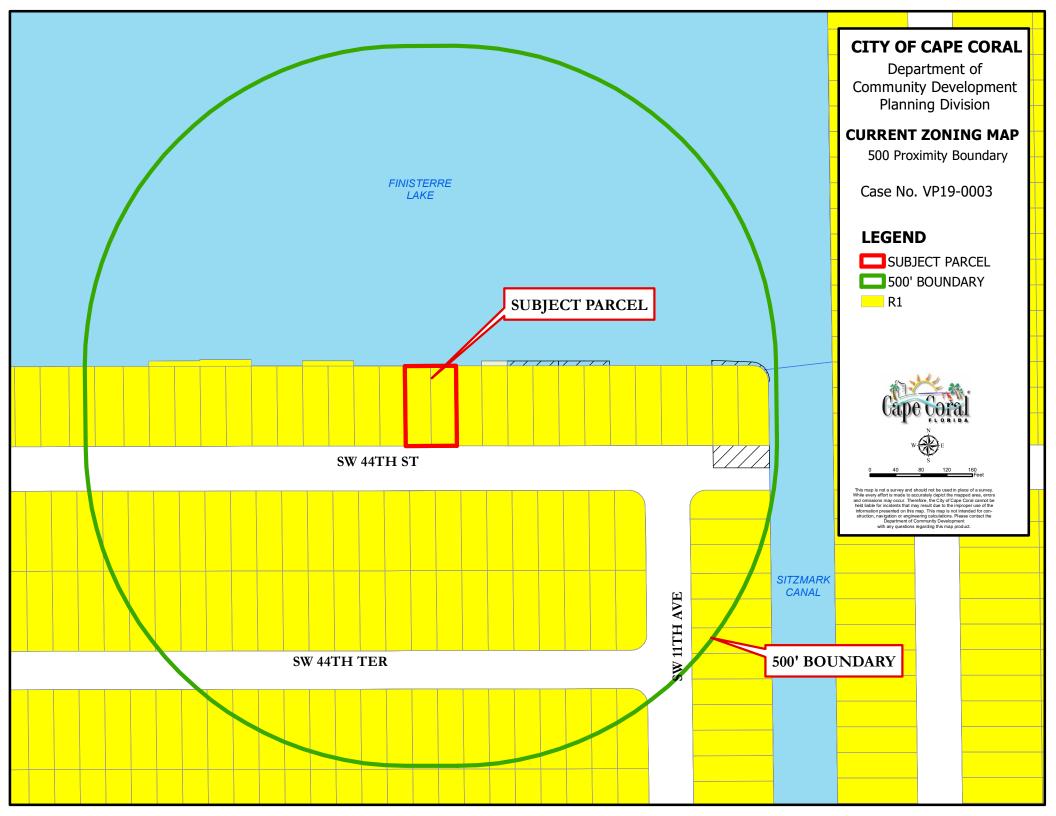
ELISABETH A DELGADO MY COMMISSION # GG030474 EXPIRES December 06, 2020

Signature of Notary Public

Elisabeth A. Delgado

Print Name of Notary Public







Owner/Applicant: Michael and Deborah Mulligan

Location: 1117 SW 44th Street.

**Zoning: Single Family Residential (R1)** 

Future Land Use: Single-Family (SF)

# Request to vacate:

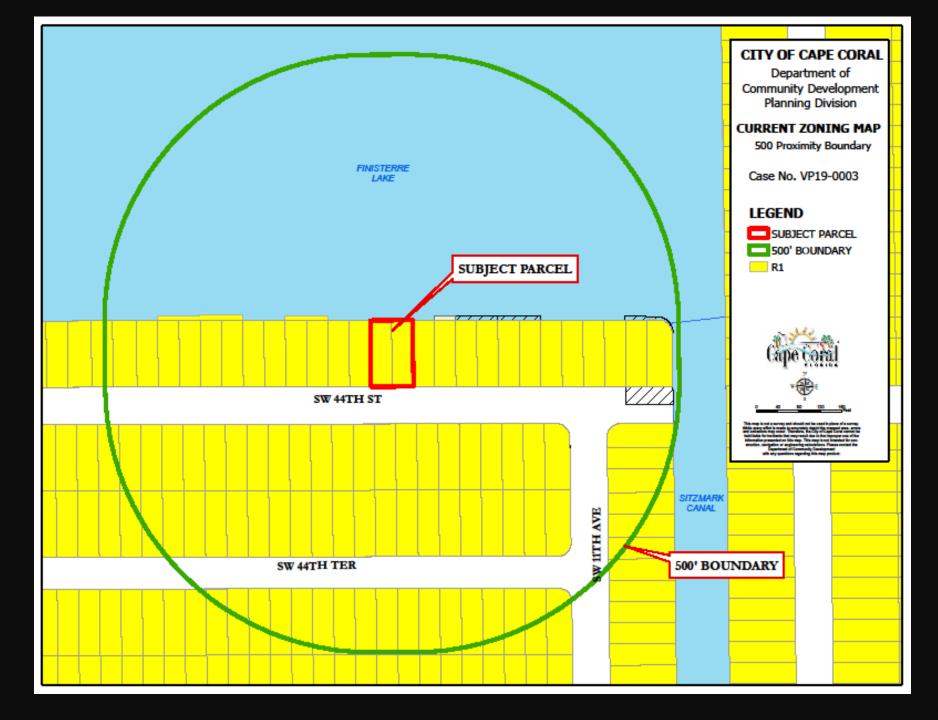
- 1. 619 sq. ft. of lake right-of-way (ROW) and all underlying easements
- 2. 408 sq. ft. of platted easements associated with the north property line of Lots 25 and 26, Block 3338.

# Background

- The site has 80 feet of water frontage along Finisterre Lake.
- A strip of lake ROW consisting of dry land exists between the rear or north property line and the seawall.
- The applicant seeks to vacate 619 sq. ft. of ROW to extend the site to the edge of the seawall.







#### SKETCH TO ACCOMPANY DESCRIPTION N A PARCEL OF LAND LYING IN SECTION 10, TOWNSHIP 45 SOUTH, RANGE 23 EAST, CITY OF CAPE CORAL, LEE COUNTY, FLORIDA. 30 60 PARCEL A FINISTERRE LAKE 6' DRAINAGE EASEMENT TO BE RESERVED BY Vacate R.O.W. CITY OF CAPE CORAL OVER EAST 6" OF PARCEL A 4' SEAWALL CAP AMALL CAP N89'59'00"E 80.00" --- S00'41'04"E N00'41'04"W -7.68619± SQUARE FEET 6' DE & PUE 589'54'00"W 80.00 B' DE & PUE NORTHEAST POB PLATTED LOT LINE CORNER NORTHWEST CORNER LOT 26 LOT 25 LOTS 26 LOTS 25 LOT 24 BLOCK 3338 LOT 27 BLOCK 3338 BLOCK 3338 BLOCK 3338 EXISTING 12"X18" 6" DE & PUE 12"X (B" ERCP - N89/54'00"E 80.00" (EEARING BASIS) 얺 8 SW 44TH STREET (70') N89'54'00'E 328.08'(P) 12"X18" AVENUE (70') R/W R/W BLOCK 3364 CAPE CORAL NOTES: UNIT 65 SUBJECT TO EASEMENTS, RESTRICTIONS. PB 21 PGS 151-164 RESERVATIONS AND RIGHT-OF-WAY (WRITTEN AND UNWRITTEN, RECORDED AND

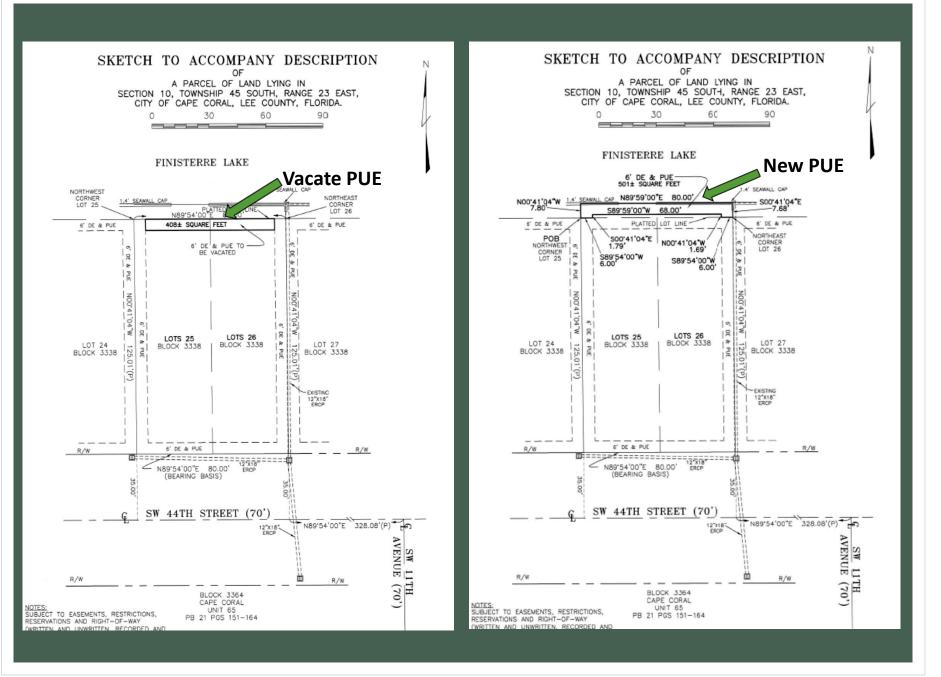
# **Analysis-Section 8.11 LUDR**

## Vacation of ROW

- This ROW is too narrow to provide a tangible benefit to the public.
- There is no apparent reason for the City to maintain this strip of land as ROW.
- This vacation will enlarge the site by over 600 sq. ft.

## **Vacation of Easements**

- Utilities are absent in all easements.
- Century Link, Comcast, and LCEC do not object.
- The owner will deed to the City a replacement easement to provide a continuous perimeter easement.



## Recommendation

Staff recommends approval with the conditions.

The Hearing Examiner recommends approval of the vacation with conditions. A hearing was held on October 1<sup>st</sup>.

## Correspondence

None

## **Conditions of Approval**

1. The vacation of the 619 sq. ft. of ROW and underlying easements shall be consistent with that shown in the sketch and accompanying legal description prepared by Bean, Whitaker, Lutz & Kareh, Inc., dated February March 26, 2019.

2. The vacation of the 408 sq. ft. of platted easements lying in Lots 25 and 26, Block 3338 shall be consistent with that shown in the sketch and accompanying legal description prepared by CES Inc., entitled "Easement to be Vacated Across Northerly Portion of Lots 25 and 26, Block 3338, 1117 SW 44th Street," dated August 07, 2019.

## **Conditions of Approval**

- 3. Within 60 days from the date of adoption of this vacation, the owner shall grant the City an easement for a six-foot wide public utility and drainage easement consistent with that shown in the sketch and accompanying legal description prepared by CES, Inc., entitled "1117 SW 44th Street, 6' Drainage & Public Utility Easement Adjoining Lots 25-26, Block 3338, Unit 65," dated August 07, 2019. This easement shall be approved by the City Development Services Manager and Property Broker prior to execution.
- 4. This resolution shall be recorded with the Lee County Clerk of Court by the City of Cape Coral. This resolution shall not be effectuated until the applicant provides the City with an easement deed as described in Condition #3 above, and reimburses the City for all recording fees associated with this resolution and the easement deed.

Item

B.(4)

Number:

•

Meeting Date:

11/4/2019

Item

**ORDINANCES/RESOLUTIONS -**

Type:

**Introductions** 

# AGENDA REQUEST FORM CITY OF CAPE CORAL



### TITLE:

Ordinance 51-19 Set Public Hearing Date for November 18, 2019

### **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:

WHAT THE ORDINANCE ACCOMPLISHES:

AN ORDINANCE AMENDING THE CITY OF CAPE CORAL LAND DEVELOPMENT CODE, ARTICLE 5, "DEVELOPMENT STANDARDS", CHAPTER 4, "MARINE IMPROVEMENTS", SECTION 5.4.7., "BOATHOUSES AND CANOPIES", AND 5.4.8., "BULKHEADS, SEAWALLS, AND RETAINING WALLS"; AND CREATING SECTIONS 5.4.9., "DECORATIVE HANDRAILS", AND 5.4.10., "CONSTRUCTION STANDARDS", PERTAINING TO MARINE IMPROVEMENTS; PROVIDING SEVERABILITY AND AN EFFECTIVE DATE.

### **LEGAL REVIEW:**

### **EXHIBITS**:

Memo Ordinance 51-19 Ordinance Summary

### PREPARED BY:

Division- Department- Attorney

### **SOURCE OF ADDITIONAL INFORMATION:**

### ATTACHMENTS:

DescriptionTypeDescriptionTypeDescriptionBackup MaterialDescriptionOrdinance 51-19DescriptionOrdinance 51-19DescriptionOrdinance 51-19DescriptionBackup Material

### **MEMORANDUM**

## CITY OF CAPE CORAL COMMUNITY DEVELOPMENT DEPARTMENT

TO: Planning and Zoning Commission

FROM: Robert H. Pederson, Planning Manager

DATE: October 17, 2019

SUBJECT: Marine Improvement Ordinance, Ordinance 51-19

### **Marine Improvement Ordinance**

Staff will present and discuss Ordinance 51-19 at the November 6, 2019 public meeting. The purpose of this ordinance is to re-establish four sections of the marine improvement regulations, most of which were in the former Land Use and Development Regulations but were inadvertently omitted during the transition to the Land Development Code.

This ordinance is proposed for adoption at the November 18, 2019 Council meeting.

As always, should you have any questions, please feel free to Wyatt Daltry at (239) 573-3160 or Mike Struve at (239) 242-3255.

### ORDINANCE 51 - 19

AN ORDINANCE AMENDING THE CITY OF CAPE CORAL LAND DEVELOPMENT CODE, ARTICLE 5, "DEVELOPMENT STANDARDS", CHAPTER 4, "MARINE IMPROVEMENTS", SECTION 5.4.7., "BOATHOUSES AND CANOPIES", AND 5.4.8., "BULKHEADS, SEAWALLS, AND RETAINING WALLS"; AND CREATING SECTIONS 5.4.9., "DECORATIVE HANDRAILS", AND 5.4.10., "CONSTRUCTION STANDARDS", PERTAINING TO MARINE IMPROVEMENTS; PROVIDING SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the City Council hereby finds that this ordinance is in the best interest of the public health, safety, and welfare.

NOW, THEREFORE, THE CITY OF CAPE CORAL, FLORIDA, HEREBY ORDAINS THIS ORDINANCE AS FOLLOWS:

SECTION 1. The City of Cape Coral Land Development Code, Article 5, Chapter 4, Section 5.4.7., is hereby amended to read as follows:

### Section. 5.4.7. Boathouses and canopies

- A. No overhead structure shall be constructed on any dock other than an approved boat canopy or sun shelter. Sun shelters shall be erected or installed on docks only in accordance with Section 5.2.10. of this article. Boat canopies are permitted to be erected or installed on marine improvements for the purpose of protecting a vessel from the elements only in accordance with the following:
  - B1. The support(s) and frame(s) of a boat canopy shall be constructed of a corrosion-resistant material. Boat canopy supports shall be arranged in an open design so as to allow visibility through the sides with openings no smaller than four feet in any dimension. No boat canopy support or frame shall be of a solid or opaque design so as to create a wall. No boat canopy shall have wooden framing or supports. No shutter roll-up design shall be permitted.
  - ©2. The canopy shall be fabric or a material which can be rolled and folded without damage. The canopy shall be attached to the boat canopy supports or frames in such a manner that it detaches in a wind load of 70 mph or greater.
  - D3. The boat canopy shall not extend horizontally more than 30 inches over or beyond any dock to which the canopy is attached, except to the rear of a boat slip where it may extend up to 48 inches past the end of the structure. Canopies attached to marine improvements that are built to the maximum projection, may extend up to 30 inches beyond the structure.
  - E4. No boat canopy shall exceed 40 feet in length or 18 feet in width.
  - F5. Boat canopies, their supports, and frames shall be maintained in good repair at all times. No canopy, canopy support, or frame shall be allowed to fall into disrepair or to become dilapidated, structurally dangerous, or unsafe. In the event a boat canopy, canopy support, or frame falls into disrepair, it shall be the responsibility of the owner of the waterfront parcel to remove the offending structure.
  - 66. Only one canopy may be permitted per parcel.
  - H7. No boat canopy, when measured at its highest point, shall extend more than 14 feet above the seawall cap, or if no seawall exists, above the decking of the marine improvement.
  - 8. The boat canopy shall be attached to the boat canopy side supports or frames so that at least 75% of the area of each side of the boat canopy structure is left open and uncovered.

SECTION 2. The City of Cape Coral Land Development Code, Article 5, Chapter 4, Section 5.4.8., is hereby amended to read as follows:

### Section. 5.4.8. Bulkheads, seawalls, and retaining walls.

- A. Mandatory seawalls required; saline or brackish water. All parcels having frontage or direct and immediate access to frontage on any saline, brackish, or tidally influenced canal or other body of water within or bordering the boundaries of the city is required to have constructed on it, at the owner's expense, a seawall bulkheading the entire frontage exposed to contact with the water. Seawalls shall be structurally maintained at owner's expense so as not to cause a nuisance or hazard to safety.
- B. Seawalls; fresh or non-saline water. All parcels having frontage or direct and immediate access to frontage on any freshwater or non-tidal canal or other body of water within or bordering the boundaries of the city are required to have constructed on it, at the owner's expense, a seawall bulkheading the entire frontage exposed to contact with the water or alternatives to vertical bulkheads as specified in the City of Cape Coral Engineering Design Standards. Seawalls or their alternative shall be structurally maintained at owner's expense so as not to cause a nuisance or hazard to safety. The provisions of this Section shall not apply to any parcels adjacent to or contiguous with any drainage ditch, canal, pond, or lake within any public or private golf course or public park.
- C. Bulkheads under SFWMD jurisdiction. The construction of bulkheads, in association with water management system lake construction under jurisdiction of SFWMD, shall be in compliance with SFWMD criteria.

Single-family residential and duplex parcels. Parcels bounded by bulkheads shall construct an infiltration trench adjacent to and along the entire length of the bulkhead.

SECTION 3. The City of Cape Coral Land Development Code, Article 5, Chapter 4, Section 5.4.9., is hereby created to read as follows:

### Section. 5.4.9. Decorative handrails.

- A. Handrails shall not exceed 42 inches in height (as measured from the deck of the structure). Pilings or posts used to support handrails may exceed 42 inches in height in accordance with § 3.16.8.G. 5.4.10.G. A minimum distance of 30 inches must be maintained between pilings or posts used to support handrails.
- B. Interior handrail members (pickets, balusters, and rungs) must be parallel to each other and may not intersect. A minimum of four inches of open space must be maintained between interior handrail members. The actual dimensions of any handrail member shall not exceed two inches by six inches. Alternative handrail designs may be approved at the discretion of the Building Official, upon finding the alternate design meets the intent of this section.

SECTION 4. The City of Cape Coral Land Development Code, Article 5, Chapter 4, Section 5.4.10., is hereby created to read as follows:

### Section. 5.4.10. Construction standards.

- All wooden pilings used in connection with marine improvements subject to the terms of this section shall be made of pressure treated wood. Such pilings shall conform to the specifications contained in ASTM (American Society for Testing of Material) D25-88 and shall be treated with preservatives meeting standards of AWPA (American Wood Preservers Association) Standard P-5. The minimum retention of preservative for such wooden pilings shall be two and one-half pounds per cubic foot (p.c.f.) of CCA in the zone zero to one and one-half inches from the surface of the piling and one and one-half pounds per cubic foot (p.c.f.) in the zone one and one-half to two inches from the surface of the piling.
- B. All pilings made of precast concrete and used in connection with marine improvements subject to the terms of this section shall have a minimum concrete strength of 3,000 pounds per square inch (psi) at 28 days and shall be at least eight inches square in cross section.
- C. All non-prestressed concrete pilings shall have at least four #5 epoxy-coated steel reinforcing bars the entire length of the piling and have at least two inches of concrete cover.

- D. All wooden pilings used for the support of a marine improvement or as framing for a marine improvement shall have a minimum classification of eight-inch butt diameter.
- E. All wooden pilings used for support of boat lifts or other structures supporting marine vessels shall conform to the specifications of the manufacturer of the boat lift or of such other structure supported by such wooden piling(s). However, in no event shall any wooden pilings used for support of boat lifts or other structures supporting marine vessels be less than eight inches in butt diameter.
- F. All wood that is located below mean high water or that is in contact with the water in any way shall be treated to two and one-half per cubic foot (p.c.f.) CCA. All wood that is located above mean high water shall be treated to four-tenths per cubic foot (p.c.f.) CCA, except that decking may be treated to a minimum of twenty-five-one-hundredths per cubic foot (p.c.f.) CCA.
- G. The elevation of pilings shall not exceed ten feet above the seawall cap or, if no seawall exists, 13 feet above mean water level.
- H. The elevation of the decking of a marine improvement shall not exceed two feet above the seawall cap, or if no seawall exists, five feet above mean water level. For marine improvements located in the Caloosahatchee River, and for marine improvements, located in canals, within 300 feet of the platted shoreline of the Caloosahatchee River, the elevation of the decking shall not exceed four feet above the seawall cap, or if no seawall exists, seven feet above mean water level.
- I. All pilings and/or mooring posts shall be offset a minimum of two and one-half feet from any storm drain outfall pipe. Such measurement shall be made from the outside edge of the outfall pipe to the center of the piling or mooring post.
- J. The minimum nominal dimensions of stringers and headers shall be two inches by eight inches. Stringers shall be supported by through bolts to pilings or by headers through-bolted to pilings with machine bolts or carriage bolts. Such machine bolts or carriage bolts shall have a diameter of not less than one-half inch. Machine bolts also shall have a suitable washer under both head and nut while carriage bolts shall have a suitable washer under the nut only. Headers shall be used below center stringers for support.
- K. Cross-bracing shall be either through-bolted with machine bolts or carriage bolts with a minimum diameter of one-half inch or fastened with lag bolts with a minimum diameter of one-half inch and a minimum length of six inches used in conjunction with a suitable washer under the head only.
- L. All fasteners shall be either stainless steel or hot dipped galvanized steel or of a substance which, in terms of corrosion-resistance, is at least equal to stainless steel or hot dipped galvanized steel. The Building Official shall determine whether a proposed fastener is equivalent to either stainless steel or hot dipped galvanized steel in terms of corrosion-resistance.
- M. All manufactured, re-manufactured, or modified boat lifting devices and associated material or structural supplements shall be certified by a Florida registered professional engineer. The capacity of the boat lift shall be affixed to the lift by the manufacturer and shall be affixed in a position located as close as practicable to the lift controls.
- N. Except as otherwise provided herein, all pilings within six feet of the seawall face shall be driven a minimum of four feet into the submerged bottom of the waterway. Except as otherwise provided herein, pilings more than six feet from the seawall face shall be driven a minimum of six feet into the submerged bottom of the waterway. If pilings cannot be set to the depth provided herein, then the use and installation of cross bracing and/or tie backs shall be required to ensure the structural integrity of the structure. All pilings, whether wooden or concrete, shall be installed using equipment that is suitable to accomplish the task effectively. However, all freestanding mooring posts or other pilings shall be driven a minimum of eight feet into the submerged bottom of the waterway.
- O. Pilings shall be spaced in relation to stringer lumber size. However, when a single stringer of nominal dimensions less than or equal to two inches by eight inches is used, the space between any two consecutive pilings shall not exceed ten feet and eight inches (or 128)

inches) when measured from the center of one piling to the center of the next consecutive piling. Any stringer splices shall occur within three feet of pilings. Scabs shall be not less than six feet in length and shall overlap the splice by not less than three feet and, if possible, bolted to the piling. Scabs shall not be used past the next to last piling in a row of pilings. Scabs shall be fastened using not less than six 20 penny, hot dipped galvanized steel nails per side. Stringers used for decking shall be spaced not more than 30 inches apart when measured from the center of one stringer to the center of the next consecutive stringer.

- P. The minimum nominal thickness of all wooden decking shall be two inches. Decking shall be either nailed into place by means of not less than 12d nails or screwed into place by means of not less than three-inch screws. The fastener pattern for all wooden decking shall be arranged so as not to cause a continuous split in excess of 18 inches in length. Spacing between wooden decking shall not exceed one-half inch on docks projecting into canals or one inch on docks projecting into the Caloosahatchee River at the time of installation.
- Q. Crossbracing shall be provided on every two closest adjacent pilings where water depth is more than eight feet from mean high water. Such cross bracing shall be oriented between 30 degrees and 45 degrees to the vertical. The actual dimension of any crossbracing shall be not less than two inches by six inches.
- R. All docks permitted under this section that project from a parcel with a seawall shall have a ladder extending from the dock into the waterway. No ladder extending from a dock into a waterway shall be made of wood.
  - 1. If one or more metal ladders are used in conjunction with a marine improvement, such ladders shall be made of stainless steel, anodized aluminum, or an equally corrosion-resistant material to be approved by the Building Official.
  - 2. If one or more plastic ladders are used in conjunction with a marine improvement, such ladders shall be constructed of a stabilized polymer plastic material resistant to degradation when exposed to the daily stress of sunlight, heat, and water.
  - 3. If a non-extendable ladder is used in conjunction with a marine improvement, such ladder shall be required to either be located so as to reach at least three feet under the surface of the water at low tide or to the bottom of the waterway, whichever is less.
  - 4. If an extendable ladder is used in conjunction with a marine improvement, such ladder shall be required to have the ability to extend to a point at least three feet under the surface of the water at low tide or so as to reach to the bottom of the waterway, whichever is less. Extendable ladders shall be of a type that is capable of being pulled down by a person in the water without the use of tools.
- S. Amber reflectors or amber reflective material with at least four square inches of reflective surface shall be placed on all freestanding mooring posts or other freestanding pilings as well as on the outside end pilings of all docks which project into a waterway. For purposes of this section, marine improvements which are "U"-shaped, "V"-shaped, "J"-shaped, or which otherwise have more than one section of the marine improvement projecting into the waterway shall have such reflectors or reflective material located on the outside end pilings of each section of the marine improvement which projects into the waterway. Such reflectors shall be located so as to be visible to vessels approaching in the waterway from any direction.
- T. This section shall control the regulation, construction, and maintenance of marine improvements within the City of Cape Coral. If any part of this section conflicts with any other codes adopted by the city, the most restrictive provision shall apply. Furthermore, all such marine improvements shall conform to all requirements of the National Fire Code, this section, and other applicable law.

SECTION 5. Severability. In the event that any portion or Section of this ordinance is determined to be invalid, illegal or unconstitutional by a court of competent jurisdiction, such decision shall in no manner affect the remaining portions or Sections of this ordinance which shall remain in full force and effect.

SECTION 6. Effective Date. This ordinance shall by the Cape Coral City Council.	become effective immediately after its adoption
ADOPTED BY THE COUNCIL OF THE CITSESSION THIS DAY OF	
	JOE COVIELLO, MAYOR
VOTE OF MAYOR AND COUNCILMEMBERS:	
COVIELLO	NELSON
GUNTER	DISTRICT 5 WILLIAMS
STOUT	COSDEN
ATTESTED TO AND FILED IN MY OFFICE 2019.	THIS DAY OF,
	KIMBERLY BRUNS CITY CLERK
$\frown$ $\land$	
APPROVED AS TO FORM:	
Jal.	
JOHN E. NACLERIO, III	
ASSISTANT CITY ATTORNEY ord/Marine Improvements	
10/15/19	

### Planning Division Staff Summary – Marine Improvement Ord. (ORD 51-19)

**Review Date:** October 21, 2019

**Prepared by:** Wyatt Daltry, AICP, Planning Team Coordinator

### **Background**

The purpose of this ordinance is to re-establish four sections of the marine improvement regulations, most of which were in the former Land Use and Development Regulations but were inadvertently omitted during the transition to the Land Development Code, which was adopted August 5, 2019.

### **Proposal**

Sections 5.4.7 through 5.4.10 are proposed to be revised or adopted into the Marine Improvement section of the Land Development Code. These sections include boat canopies; bulkheads, seawalls, and retaining walls; decorative handrails; and construction standards. A brief discussion of each section will be evaluated in the next section.

### **Evaluation of Proposed Language**

Section. 5.4.7. Boat canopies

This section currently exists in the Land Development Code but is titled "Boathouses and Canopies." As boathouses are not permitted in Cape Coral, changing the title was necessary. Additional changes to this section included a numbering change (from "B" to "2"), and the insertion of section 5.4.7.A.8, which states:

"8. The boat canopy shall be attached to the boat canopy side supports or frames so that at least 75% of the area of each side of the boat canopy structure is left open and uncovered."

The above section is omitted language from the former Land Use and Development Regulations and is central to maintaining unimpeded canal views.

Section. 5.4.8. Bulkheads, seawalls, and retaining walls.

This section also currently exists in the Land Development Code. Changes to this section include former language that was omitted which clearly indicate the owner's responsibility to construct and maintain seawalls.

"A. Mandatory seawalls required; saline or brackish water. All parcels having frontage or direct and immediate access to frontage on any saline, brackish, or tidally influenced canal or other body of water within or bordering the boundaries of the city is required to have constructed on it, at the owner's expense, a seawall bulkheading the entire frontage exposed to contact with the water. Seawalls shall be structurally maintained at owner's expense so as not to cause a nuisance or hazard to safety.

B. Seawalls; fresh or non-saline water. All parcels having frontage or direct and immediate access to frontage on any freshwater or non-tidal canal or other body of water within or bordering the boundaries of the city are required to have constructed on it, at the owner's expense, a seawall bulkheading the entire frontage exposed to contact with the water or alternatives to vertical bulkheads as specified in the City of Cape Coral Engineering Design Standards. Seawalls or their alternative shall be structurally maintained at owner's expense so as not to cause a nuisance or hazard to safety. The provisions of this Section shall not apply to any parcels adjacent to or contiguous with any drainage ditch, canal, pond, or lake within any public or private golf course or public park."

Lastly, the City proposes to delete existing language from this section.

"C. Bulkheads under SFWMD jurisdiction. The construction of bulkheads, in association with water management system lake construction under jurisdiction of SFWMD, shall be incompliance with SFWMD criteria.

Single family residential and duplex parcels. Parcels bounded by bulkheads shall construct an infiltration trench adjacent to and along the entire length of the bulkhead."

### Former Land Use and Development Regulation language

The following two sections were in the Land Use and Development Regulations but were omitted during the transition to the Land Development Code.

Section. 5.4.9. Decorative handrails.

This section provides construction and height standards for decorative handrails, which cannot exceed 42 inches in height, as measured from the deck of the structure.

Section. 5.4.10. Construction standards.

This section provides construction standards for marine improvements, notably dock pilings and decking.

**Contact Information:** 

Wyatt Daltry, AICP, CFM Planning Team Coordinator

wdaltry@capecoral.net (239) 573-3160 (phone)

Item

B.(5)

Number: Meeting

Date:

11/4/2019

ltem

ORDINANCES/RESOLUTIONS -

Type:

Introductions

# AGENDA REQUEST FORM CITY OF CAPE CORAL



### TITLE:

Ordinance 53-19 Set Public Hearing Date for November 18, 2019

### **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?

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

### SUMMARY EXPLANATION AND BACKGROUND:

An ordinance amending City of Cape Coral Ordinance 64-18, as amended by Ordinance 15-19, which adopted the City of Cape Coral Operating Budget, Revenues and Expenditures, and Capital Budget for Fiscal Year 2019, by increasing the total Revenues and Expenditures by a total of \$67,164,731.

### **LEGAL REVIEW:**

### **EXHIBITS**:

Ordinance 53-19 Summary of FY2019 Budget Amendment #2 Staff presentation

#### PREPARED BY:

Division- Department-

### **SOURCE OF ADDITIONAL INFORMATION:**

Victoria Bateman, Finance Director

ATTACHMENTS:

### Description

- □ Ordinance 53-19
- Summary of FY2019 Budget Amendment #2
- Staff Presentation

### Туре

Ordinance

Backup Material

Backup Material

### ORDINANCE 53 - 19

AN ORDINANCE AMENDING CITY OF CAPE CORAL ORDINANCE 64-18, AS AMENDED BY ORDINANCE 15-19, WHICH ADOPTED THE CITY OF CAPE CORAL OPERATING BUDGET, REVENUES AND EXPENDITURES, AND CAPITAL BUDGET FOR FISCAL YEAR 2019, BY INCREASING THE TOTAL REVENUES AND EXPENDITURES BY A TOTAL OF \$67,164,731, AS DETAILED IN EXHIBIT "B," ATTACHED HERETO; PROVIDING SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the City of Cape Coral, pursuant to Section 200.065, Florida Statutes, adopted its Operating Budget, Revenues and Expenditures, and Capital Budget for Fiscal Year 2019 by approving Ordinance 64-18 on September 20, 2018; and

WHEREAS, the City of Cape Coral, pursuant to Section 166.241(3), Florida Statutes, amended its Operating Budget, Revenues and Expenditures, and Capital Budget for the Fiscal Year 2019 by approving Ordinance 15-19 on April 15, 2019, said amended budget being as set forth in Exhibit "A," which is attached hereto and incorporated herein by reference; and

WHEREAS, the City Council desires to amend its Operating Budget, Revenues and Expenditures, and Capital Budget for the Fiscal Year 2019 as authorized by Section 166.241(3), Florida Statutes.

NOW, THEREFORE, THE CITY OF CAPE CORAL, FLORIDA, HEREBY ORDAINS THIS ORDINANCE AS FOLLOWS:

SECTION 1. City of Cape Coral Ordinance 64-18, as amended by Ordinance 15-19, which adopted the City of Cape Coral Operating Budget, Revenues and Expenditures, and Capital Budget for the Fiscal Year 2019, is hereby amended as detailed in Exhibit "B," which is attached hereto and incorporated herein by reference.

SECTION 2. Severability. In the event that any portion or Section of this ordinance is determined to be invalid, illegal or unconstitutional by a court of competent jurisdiction, such decision shall in no manner affect the remaining portions or Sections of this ordinance which shall remain in full force and effect.

SECTION 3. Effective Date. This ordinance shall become effective immediately after its adoption by the Cape Coral City Council.

ADOPTED BY THE COUNCIL OF THE CI SESSION THIS DAY OF	
	JOE COVIELLO, MAYOR
VOTE OF MAYOR AND COUNCILMEMBERS	:
COVIELLO GUNTER CARIOSCIA STOUT	NELSON WELSH WILLIAMS COSDEN
ATTESTED TO AND FILED IN MY OFFICE 2019.	E THIS DAY OF
	KIMBERLY BRUNS CITY CLERK

APPROVED AS TO FORM:

DOLORES D. MENENDEZ CITY ATTORNEY

Ord/Budget Amendment #2 FY2019

ATTACHMENT A TO ORDINANCE 53-19						
	AMENDED	D.4.#0		5.4.40		AMENDED
	BUDGET #1 ORD 15-19	BA #2 INCREASE	REF #1	BA #2 (DECREASE)	REF #2	BUDGET #2 ORD 53-19
				(=======		
GENERAL FUND						
SOURCES  Balances Brought Forward	\$ 38,156,203					\$ 38,156,203
Revenues:	φ 30,130,203					φ 30,130,203
Ad Valorem Taxes	93,468,184					93,468,184
Sales & Use Taxes	13,618,760					13,618,760
Licenses, Permits, Franchise, Impact Fees & Special Assessments	30,293,734	7,000	D47			30,293,734
Charges for Service	1,620,824	7,000 1,146,778	B17 B17			2,773,102
		1,140,776	ы	(1,500)	B17	
Internal Service Charges	5,580,016	587,200	В	(1,000)	5.7	6,167,216
Intergovernmental	26,820,401			(3,362)	J10	36,523,335
		42,300	J18			
		3,764	J28			
		2,020 17,219	J29 J30			
		153,480	J31	(153,480)	B13	
		71,300	B2	(,)		
				(91,728)	J34	
		5,000	B12			
Fire 0 Forfaiture	470 407	9,656,421	B17			470 407
Fines & Forfeitures Miscellaneous	476,467 3,318,960	8,200	В3			476,467 2,567,469
Modulation	0,010,000	27,500	B11			2,007,400
		29,500	B14			
		13,427	B14			
		100,000	B15			
		33,896	B17			
		7,014 28,400	B17 B17			
		6,450	B17			
		900	B17			
		140,000	B17			
				(1,146,778)	B17	
Interfund Transfers	8,110,774	33,000	B17			8,215,086
mentana mansiers	0,110,774	16,400	B17			0,210,000
		10,000	B17			
		7,650	B17			
		2,262	B17			
		3,000	B17 B17			
Debt Proceeds	-	32,000	БΙΊ			_
			_		_	
Total General Fund Sources	\$ 221,464,323	\$ 12,192,081	=	\$ (1,396,848)	=	\$ 232,259,556
<u>USES</u>						
City Council	\$ 841,826					\$ 841,826
City Attorney	1,633,026					1,633,026
City Auditor	833,094		5.45			833,094
City Clerk	1,645,083 2,741,798	7,000	B17			1,652,083
City Manager DCD	5,025,009	16,400	B17			2,741,798 5,041,409
Finance	3,615,014	10,100	5			3,615,014
Fire	32,272,675	50,000	J5	(50,000)	J5	33,762,533
		153,480	J31	(153,480)	B13	
		464,430	B5			
		5,000 42,927	B12 B14			
		977,500	B17			
		1	B17			
Human Resources	1,703,075					1,703,075
ITS	7,765,436					7,765,436
Parks & Rec	14,356,584			(3,362)	J10	15,433,282
		71,300	B2	, ,		
		24,959	B8			
		236,848	B10	(440,000)	D47	
				(143,000)	B17	

AMENDED	AMENDED
BUDGET #1 BA #2 BA #2	BUDGET #2
ORD 15-19 INCREASE REF #1 (DECREASE) REF #2 43,325 B17 (43,325) B17	ORD 53-19
246,953 B17 (45,525) B17	
393,000 B17	
250,000 B17	
<del></del>	
Police 41,357,455 42,300 J18	41,343,358
3,764 J28	
2,020 J29	
17,219 J30	
(91,728) J34	
27,500 B11	
(15,172) B17	
Public Works 13,581,401	13,581,401
Government Services Expenditures 51,359,851	54,106,398
142,940 J4	54,100,596
101,445 J12	
300,000 J21	
403,040 J23	
8,200 B3	
100,000 B15	
142,999 B17	
1,188,191 B17	
57,036 B17	
900 B17	
20,000 B17	
281,796 B17	
Fund Balance Committed 4,544,000	10 200 424
Committed 4,544,000 4,000,000 B17	18,200,421
9,656,421 B17	
Unassigned Fund Balance 38,188,996	30,005,402
(142,940) J4	00,000,102
(101,445) J12	
(300,000) J21	
(403,040) J23	
(464,430) B5	
(24,959) B8	
(236,848) B10	
(246,953) B17	
(393,000) B17	
(250,000) B17	
(4,000,000) B17	
(9,656,421) B17	
8,036,442 B17	
Appropriations & Fund Balance General Fund \$ 221,464,323 \$ 27,515,336 \$ (16,720,103)	\$ 232,259,556

ATTACHMENT A TO ORDINANCE 53-19						
	AMENDED BUDGET #1 ORD 15-19	BA #2 INCREASE	REF #1	BA #2 (DECREASE)	REF #2	AMENDED BUDGET #2 ORD 53-19
SPECIAL REVENUE FUNDS ADDITIONAL FIVE CENT GAS TAX FUND				- ,		
SOURCES Balances Brought Forward Revenues:	\$ 12,145,409					\$ 12,145,409
Sales & Use Taxes Intergovernmental	3,920,262					3,920,262
Miscellaneous Interfund Transfers						-
Total Additional Five Cent Gas Tax Fund Sources	\$ 16,065,671	\$ -	- =	\$ -	=	\$ 16,065,671
<u>USES</u> Personnel, Operating, Capital Expenditures	\$ -					\$ -
Debt Service Transfers Out	150,000	357,053	J3			507,053
Fund Balance Appropriations & Fund Balance Additional Five Cent Gas Tax Fund	15,915,671 \$ 16,065,671	\$ 357,053	-	(357,053) \$ (357,053)	J3 _	15,558,618 \$ 16,065,671
SIX CENT GAS TAX FUND		· ·	=	<del></del>	=	· · ·
SOURCES Balances Brought Forward	\$ 14,157,272					\$ 14,157,272
Revenues: Sales & Use Taxes	5,379,196					5,379,196
Intergovernmental Miscellaneous	-					-
Interfund Transfers	-		_		_	-
Total Six Cent Gas Tax Fund Sources	\$ 19,536,468	<u> </u>	=	\$ -	=	\$ 19,536,468
<u>USES</u> Personnel, Operating, Capital Expenditures	\$ -					\$ -
Debt Service Transfers Out	12,279,813	511,459	J13			15,331,707
		1,784,002 756,433	J15 J36			
Fund Balance	7,256,655	7 00, 100	000			4,204,761
				(511,459) (1,784,002) (756,433)	J13 J15 J36	
Appropriations & Fund Balance Six Cent Gas Tax Fund	\$ 19,536,468	\$ 3,051,894	-	\$ (3,051,894)	_	\$ 19,536,468
ROAD IMPACT FUND			=		=	
SOURCES Balances Brought Forward	\$ 5,983,377					\$ 5,983,377
Revenues: Intergovernmental	743,343					743,343
Licenses, Permits, Franchise, Impact Fees & Special Assessments Miscellaneous Interfund Transfers	5,656,815 7,062					5,656,815 7,062 -
Total Road Impact Fund Sources	\$ 12,390,597	\$ -	- =	\$ -	-	\$ 12,390,597
<u>USES</u> Personnel, Operating, Capital Expenditures Debt Service	\$ -	\$ 69,000	B18m			\$ 69,000
Transfers Out Fund Balance	6,927,829 5,462,768	32,000	B18m	(101,000)	B18m	6,959,829 5,361,768
Appropriations & Fund Balance Road Impact Fee Fund	\$ 12,390,597	\$ 101,000	<u>-</u>	\$ (101,000)		\$ 12,390,597
POLICE PROTECTION IMPACT FEES			-		=	
SOURCES Balances Brought Forward	\$ 4,687,552					\$ 4,687,552

ATTACHMENT A TO ORDINANCE 53-19	В	MENDED UDGET #1 ORD 15-19	ı	BA #2 NCREASE	REF #1	BA #2 (DECREASE)	REF #2	В	MENDED JDGET #2 RD 53-19
Revenues: Licenses, Permits, Franchise, Impact Fees & Special Assessments Miscellaneous Interfund Transfers		1,091,606 12,357							1,091,606 12,357
Total Police Protection Impact Fee Fund Sources	\$	5,791,515	\$			\$ -		\$	5,791,515
USES Personnel, Operating, Capital Expenditures Debt Service Transfers Out	\$	590,465 -	\$	650,000	В6			\$	1,240,465
Fund Balance		5,201,050				(650,000)	В6		4,551,050
Appropriations & Fund Balance Police Protection Impact Fee Fund	\$	5,791,515	\$	650,000		\$ (650,000)		\$	5,791,515
ALS IMPACT FEES SOURCES Balances Brought Forward	\$	276,498						\$	276,498
Revenues: Licenses, Permits, Franchise, Impact Fees & Special Assessments Miscellaneous Interfund Transfers		64,321 955 -							64,321 955 -
Total ALS Fund Sources	\$	341,774	\$	-		\$ -	:	\$	341,774
<u>USES</u> Personnel, Operating, Capital Expenditures Debt Service	\$	112,570 -						\$	112,570 -
Transfers Out Fund Balance		229,204							- 229,204
Appropriations & Fund Balance ALS Fund	\$	341,774	\$	-		\$ -		\$	341,774
PARK IMPACT FEE FUNDS SOURCES									
Balances Brought Forward Revenues:	\$	1,592,475						\$	1,592,475
Licenses, Permits, Franchise, Impact Fees & Special Assessments Miscellaneous Interfund Transfers		2,011,460							2,011,460
Total Park Impact Fee Funds Sources	\$	3,603,935	\$	-		\$ -	•	\$	3,603,935
<u>USES</u> Personnel, Operating, Capital Expenditures Debt Service	\$	30,172						\$	30,172
Transfers Out Fund Balance		2,725,805 847,958							2,725,805 847,958
Appropriations & Fund Balance Park Impact Fee Funds	\$	3,603,935	\$			\$ -		\$	3,603,935
FIRE IMPACT CAPITAL IMPROVEMENT FUND SOURCES		0.700.444						•	0.700.444
Balances Brought Forward Revenues:	\$	2,763,411		200.000	D40-			\$	2,763,411
Licenses, Permits, Franchise, Impact Fees & Special Assessments Miscellaneous Interfund Transfers		1,052,128 6,931 -		300,000	B18e				1,352,128 6,931 -
Total Fire Impact Capital Improvement Fund Sources	\$	3,822,470	\$	300,000		\$ -	•	\$	4,122,470
USES Personnel, Operating, Capital Expenditures Debt Service	\$	21,043	\$	27,000	B18e			\$	48,043
Transfers Out Fund Balance		339,863 3,461,564		273,000	B18e				339,863 3,734,564
Appropriations & Fund Balance Fire Impact Capital Improvement Fund	\$	3,822,470	\$	300,000		\$ -		\$	4,122,470

ATTACHMENT A TO ORDINANCE 53-19	_	MENDED								IENDED
	В	MENDED JDGET #1 RD 15-19		BA #2 CREASE	REF #1	BA #2 F #1 (DECREASE)		В		MENDED DGET #2 RD 53-19
DO THE DICHT THING										
DO THE RIGHT THING SOURCES										
Balances Brought Forward	\$	17,359							\$	17,359
Revenues:		9.000		0.000	D10b					17 000
Miscellaneous Interfund Transfers		8,000		9,800	B18h					17,800
Total Do The Right Thing Fund Sources	\$	25,359	\$	9,800		\$	<u> </u>	:	\$	35,159
<u>USES</u>										
Personnel, Operating, Capital Expenditures Debt Service	\$	8,000	\$	10,500	B18h				\$	18,500
Transfers Out		-								-
Fund Balance		17,359					(700)	B18h		16,659
Appropriations & Fund Balance Do The Right Thing Fund	\$	25,359	\$	10,500		\$	(700)		\$	35,159
			<del></del>	,		7	(1.00)	:		
CRIMINAL JUSTICE EDUCATION (Police Training) SOURCES										
Balances Brought Forward	\$	38,787							\$	38,787
Revenues:		40.000								40.000
Fines & Forfeitures Miscellaneous		19,000								19,000
Wiscondification										
Total Police Confiscation-State Fund Sources	\$	57,787	\$	-		\$		•	\$	57,787
<u>USES</u>										
Personnel, Operating, Capital Expenditures	\$	57,787							\$	57,787
Debt Service		-								-
Transfers Out Fund Balance		-								-
, and Salariso										
Appropriations & Fund Balance Criminal Justice Education Fund	\$	57,787	\$	-		\$		:	\$	57,787
POLICE CONFISCATION - STATE										
SOURCES										
Balances Brought Forward Revenues:	\$	453,890							\$	453,890
Miscellaneous		100		7,500	B18g					7,600
Interfund Transfers		-								<u>-</u>
Total Police Confiscation-State Fund Sources	\$	453,990	\$	7,500		\$			\$	461,490
<u>USES</u>										
Personnel, Operating, Capital Expenditures	\$	19,575	\$	7,500	B18g				\$	27,075
Debt Service		-								-
Transfers Out Fund Balance		38,683								38,683 395,732
Fullu Balance		395,732								393,732
Appropriations & Fund Balance Police Confiscation - State Fund	\$	453,990	\$	7,500		\$	_	•	\$	461,490
POLICE CONFISCATION - FEDERAL										
Balances Brought Forward	\$	524,853							\$	524,853
Revenues:										
Miscellaneous Interfund Transfers		300								300
monard Transitio										
Total Police Confiscation-Federal Fund Sources	\$	525,153	\$	-		\$		:	\$	525,153
USES										
Personnel, Operating, Capital Expenditures	\$	313,631							\$	313,631
Debt Service		-								-
Transfers Out Fund Balance		- 211,522								- 211,522
****										
Appropriations & Fund Balance Police Confiscation - Federal Fund	\$	525,153	\$	-		\$		•	\$	525,153

ALARM FEE FUND

SOURCES

ATTACHMENT A TO ORDINANCE 53-19	В	MENDED UDGET #1 ORD 15-19	BA #2 NCREASE	REF #1	(DE	BA #2 ECREASE)	REF #2	В	MENDED UDGET #2 PRD 53-19
Balances Brought Forward	\$	-						\$	-
Revenues: Charges for Service		119,000				(70,000)	B18f		49,000
Miscellaneous Interfund Transfers		-	57,036	B18f					57,036
Total Alarm Fee Fund Sources	\$	119,000	\$ 57,036		\$	(70,000)		\$	106,036
<u>USES</u> Personnel, Operating, Capital Expenditures	\$	99,336			\$	(800)	B18f	æ	98,536
Debt Service	Ψ	-			Ψ	(600)	D 101	Ψ	-
Transfers Out Fund Balance		7,500 12,164				(12,164)	B18f		7,500 -
Appropriations & Fund Balance Alarm Fee Fund	\$	119,000	\$ -		\$	(12,964)		\$	106,036
ALL HAZARDS FUND									
SOURCES Balances Brought Forward	\$	1,318,873						\$	1,318,873
Revenues: Ad Valorem Taxes		920,137				(70,000)	B18d		850,137
Intergovernmental Miscellaneous		-							-
Interfund Transfers		-	29,000	B18d					29,000
Total All Hazards Fund Sources	\$	2,239,010	\$ 29,000		\$	(70,000)		\$	2,198,010
<u>USES</u>		1 1 1 0 0 0 0			•	(005,000)	D40.1	•	005.000
Personnel, Operating, Capital Expenditures Debt Service	\$	1,140,900			\$	(205,000)	B18d	Ф	935,900
Transfers Out Fund Balance		93,600 1,004,510	33,000 131,000	B18d B18d					126,600 1,135,510
Appropriations & Fund Balance All Hazards Fund	\$	2,239,010	\$ 164,000		\$	(205,000)		\$	2,198,010
DEL PRADO PARKING LOT MAINTENANCE									
SOURCES Balances Brought Forward	\$	127,136						\$	127,136
Revenues: Licenses, Permits, Franchise, Impact Fees & Special Assessments		36,388							36,388
Miscellaneous Interfund Transfers		-							-
Total Del Prado Mall Maintenance Fund Sources	\$	163,524	\$ 		\$			\$	163,524
<u>USES</u> Personnel, Operating, Capital Expenditures	\$	36,388						\$	36,388
Debt Service	Ψ	-						Ψ	-
Transfers Out Fund Balance		127,136							127,136
Appropriations & Fund Balance Del Prado Mall Maintenance Fund	\$	163,524	\$ 		\$			\$	163,524
LOT MOWING FUND									
SOURCES Balances Brought Forward	\$	944,433						\$	944,433
Revenues: Charges for Service		3,401,135							3,401,135
Miscellaneous		51,000							51,000
Fines & Forfeitures Interfund Transfers		-							-
Total Lot Mowing Fund Sources	\$	4,396,568	\$ -		\$			\$	4,396,568
USES	•	2 960 001						e	2 000 004
Personnel, Operating, Capital Expenditures Debt Service	\$	3,869,904						\$	3,869,904
Transfers Out Fund Balance		526,664							- 526,664

ATTACHMENT A TO ORDINANCE 53-19											
		MENDED		D A #2		DA #2				MENDED	
		UDGET #1 ORD 15-19	I	BA #2 ICREASE	REF #1	BA #2 (DECREA	SE)	E) REF #2		UDGET #2 )RD 53-19	
Assessment of the Control Delegation Laboratory Country											
Appropriations & Fund Balance Lot Mowing Fund	\$	4,396,568	\$			\$	<u> </u>	=	\$	4,396,568	
BUILDING DIVISION FUND											
SOURCES Balances Brought Forward	\$	9,607,414							\$	9,607,414	
Revenues:	Ť	0,001,							•		
Licenses, Permits, Franchise, Impact Fees & Special Assessments Charges for Service		6,103,405 291,776		1,103,000	B18c					7,206,405 291,776	
Fines & Forfeitures		43,731								43,731	
Miscellaneous Interfund Transfers		2,730								2,730	
interiorio Transfers		-								-	
Total Building Division Sources	\$	16,049,056	\$	1,103,000		\$		-	\$	17,152,056	
USES											
Personnel. Operating. Capital Expenditures	\$	5,680,221	\$	303,000	B18c				\$	5,983,221	
Debt Service Transfers Out		3,385,826								3,385,826	
Fund Balance		6,983,009		800,000	B18c					7,783,009	
Appropriations & Fund Balance Building Division Fund	\$	16,049,056	\$	1,103,000		\$	_	-	\$	17,152,056	
COMMUNITY DEDEVEL ORMENT TRUCT FUND								-			
COMMUNITY REDEVELOPMENT TRUST FUND SOURCES											
Balances Brought Forward	\$	128,807							\$	128,807	
Revenues: Ad Valorem Taxes		999,177								999,177	
Charges for Service		-								-	
Miscellaneous Interfund Transfers		5,700 1,383,254		281,796	B18I					5,700 1,665,050	
		1,000,201		201,100						.,000,000	
Total Community Redevelopment Trust Fund Sources	\$	2,516,938	\$	281,796		\$	<u> </u>	=	\$	2,798,734	
<u>USES</u>											
Personnel, Operating, Capital Expenditures  Debt Service	\$	511,230							\$	511,230	
Transfers Out		2,005,708								2,005,708	
Fund Balance		-		281,796	B18I					281,796	
Appropriations & Fund Balance Community Redevelopment Trust Fund	\$	2,516,938	\$	281,796		\$	_	-	\$	2,798,734	
CITY CENTRUM BUSINESS PARK FUND											
SOURCES											
Balances Brought Forward	\$	-							\$	-	
Revenues: Intergovernmental		-								-	
Miscellaneous		-		20.000	B18a					-	
Interfund Transfers		90,559		20,000	ьтоа					110,559	
Total City Centrum Business Park Fund Sources	\$	90,559	\$	20,000		\$		-	\$	110,559	
<u>USES</u>											
Personnel, Operating, Capital Expenditures	\$	90,559	\$	20,000	B18a				\$	110,559	
Debt Service Transfers Out		-								-	
Fund Balance		-								-	
Appropriations & Fund Balance City Centrum Business Park Fund	\$	90,559	\$	20,000		\$		-	\$	110,559	
		00,000	Ψ	20,000		Ψ		=	<u> </u>	1.10,000	
SEAWALL ASSESSMENTS SOURCES											
Balances Brought Forward	\$	-							\$	-	
Revenues:											
Licenses, Permits, Franchise, Impact Fees & Special Assessments Fines & Forfeitures										-	
Miscellaneous				100	B18b					100	
Interfund Transfers											
Total Seawall Assessment Funds Sources	\$	-	\$	100		\$	_	-	\$	100	

ATTACHMENT A TO ORDINANCE 53-19									
	В	AMENDED UDGET #1 ORD 15-19	IN	BA #2 ICREASE	REF #1	BA #2 (DECREASE)	REF #2	AMENDED BUDGET #2 ORD 53-19	
						(=====			
USES			•	400	DAOL			r 400	
Personnel, Operating, Capital Expenditures Debt Service			\$	100	B18b			\$ 100	
Transfers Out								-	
Fund Balance								-	
Appropriations & Fund Balance Seawall Assessment Funds	\$	-	\$	100		\$ -	-	\$ 100	
SUN SPLASH WATERPARK FUND									
SOURCES									
Balances Brought Forward	\$	-						\$ -	
Revenues:									
Intergovernmental Charges for Service		2,627,997				(393,000)	B18j	2,234,997	
Miscellaneous		10,026		18,474	B10	(555,000)	D loj	28,500	
Interfund Transfers		402,831		236,848	B10			1,032,679	
				393,000	B18j				
Debt Proceeds		-						-	
Total Sun Splash Waterpark Fund Sources	\$	3,040,854	\$	648,322		\$ (393,000)	-	\$ 3,296,176	
							_		
USES Personnel, Operating, Capital Expenditures	\$	2,447,697	¢	255 222	B10			\$ 2,703,019	
Debt Service	Ф	2,447,097	\$	255,322	БІО			\$ 2,703,019	
Transfers Out		_						-	
Fund Balance		593,157						593,157	
	_						_		
Appropriations & Fund Balance Sun Splash Waterpark Fund	\$	3,040,854	\$	255,322		\$ -	=	\$ 3,296,176	
PARK & RECREATION PROGRAMS FUND									
SOURCES									
Balances Brought Forward	\$	-						\$ -	
Revenue: Intergovernmental		625,703						625,703	
Charges for Service		3,794,988				(270,500)	B18k	3,524,488	
Fines & Forfeitures		11,800				( ,,,,,,		11,800	
Miscellaneous		248,988						248,988	
Interfund Transfers		5,684,813		24,959	B8			5,978,047	
				18,275 250,000	B18k B18k				
Debt Proceeds		-		200,000	Diok			-	
							-		
Total P&R Programs Fund Sources	\$	10,366,292	\$	293,234		\$ (270,500)	=	\$ 10,389,026	
USES									
Personnel, Operating, Capital Expenditures	\$	10,366,292		24,959	B8			\$ 10,386,026	
Dalet Camilia						(5,225)	B18k		
Debt Service Transfers Out		-		3,000	B18k			3,000	
Fund Balance		-		3,000	DIOK			-	
							-		
Appropriations & Fund Balance Park Programs Fund	\$	10,366,292	\$	27,959		\$ (5,225)	=	\$ 10,389,026	
GOLF COURSE FUND									
SOURCES									
Balances Brought Forward	\$	-						\$ -	
Revenues:		0.000.404				(200, 200)	D40:	0.400.004	
Charges for Service Miscellaneous		2,696,181 20,000		10,379	B18i	(209,200) (20,000)	B18i B18i	2,486,981 10,379	
Interfund Transfers		353,661		246,953	B18i	(20,000)	2101	600,614	
							_		
Total Golf Course Fund Sources	\$	3,069,842	\$	257,332		\$ (229,200)	=	\$ 3,097,974	
<u>USES</u>									
Personnel, Operating, Capital Expenditures	\$	3,069,842	\$	15,882	B18i			\$ 3,085,724	
Debt Service		-						-	
Transfers Out		-				12,250	B18i	12,250	
Fund Balance		-						-	

ATTACHMENT A TO ORDINANCE 53-19	В	AMENDED UDGET #1 ORD 15-19	II	BA #2 NCREASE	BA #2 REF #1 (DECREASE)		REF #2	AMENDED BUDGET #2 ORD 53-19	
Appropriations & Fund Balance Golf Course Fund	\$	3,069,842	\$	15,882		\$	12,250	\$	3,097,974
COMMUNITY DEVELOPMENT BLOCK GRANT FUND (CDBG) SOURCES Balances Brought Forward	\$	-						\$	
Revenues: Intergovernmental Miscellaneous Interfund Transfers		940,159 179,092		338,796 339,398	J24 J24				1,278,955 518,490
Total Community Development Block Grant Fund Sources	\$	1,119,251	\$	678,194		\$		\$	1,797,445
USES Personnel, Operating, Capital Expenditures	\$	1,064,469	\$	338,796 339,398	J24 J24			\$	1,742,663
Debt Service Transfers Out Fund Balance		54,782 -							54,782
Appropriations & Fund Balance Community Development Block Grant Fund	\$	1,119,251	\$	678,194	:	\$		\$	1,797,445
NEIGHBORHOOD STABLIZATION (NSP/HUD) FUND SOURCES Balances Brought Forward Revenues:	\$	-						\$	
Intergovernmental Miscellaneous Interfund Transfers		-		274,191	J26				274,19 <sup>-</sup>
Total Neighborhood Stabilization Fund (NSP/HUD) Sources	\$	-	\$	274,191		\$	-	\$	274,19
USES Personnel, Operating, Capital Expenditures Debt Service Transfers Out	\$	-	\$	274,191	J26			\$	274,19°
Fund Balance  Appropriations & Fund Balance Neighborhood Stabilization Fund (NSP/HU	D ¢	-	\$	274,191					274,19°
LOCAL HOUSING ASSISTANCE PROGRAM TRUST FUND (S.H.I.P) SOURCES	<u> </u>	-	Ψ	274,191	:	Ψ	<u> </u>	<u>.</u>	214,19
Balances Brought Forward Revenues:	\$	-						\$	
Intergovernmental Miscellaneous		79,853		75,319 38,270 33,966 6,154 8,475 1,260,586	J25 J25 J25 J25 J25 J25 J24				1,502,623
Interfund Transfers		-		1,200,000	024				
Total Local Housing (S.H.I.P.) Fund Sources	\$	79,853	\$	1,422,770	i	\$	-	\$	1,502,623
<u>USES</u> Personnel, Operating, Capital Expenditures	\$	79,853	\$	75,319 38,270 33,966 6,154 8,475	J25 J25 J25 J25 J25			\$	1,502,623
Debt Service Transfers Out Fund Balance		-		1,260,586	J24				
Appropriations & Fund Balance Local Housing Assistance Program Trust Fu	ın \$	79,853	\$	1,422,770		\$		\$	1,502,623

ATTACHMENT A TO ORDINANCE 53-19								******
	В	AMENDED SUDGET #1 ORD 15-19		BA #2 NCREASE	RFF #1	BA #2 (DECREASE)	REF #2	AMENDED BUDGET #2 ORD 53-19
RESIDENTIAL CONSTRUCTION MITIGATION FUND		JAE 10 10	-	HORLAGE	1121 #1	(BEGREAGE)	1121 112	0115 00 10
SOURCES Balances Brought Forward	\$	-						\$ -
Revenues: Intergovernmental		_						_
Miscellaneous		-		6,676	J27			6,676
Interfund Transfers		-						-
Total Residential Construction Mitigation Fund Sources	\$	-	\$	6,676	· :	\$ -	=	\$ 6,676
<u>USES</u>								
Personnel, Operating, Capital Expenditures Debt Service	\$	-	\$	6,676	J27			\$ 6,676
Transfers Out		-						-
Fund Balance		-						-
Appropriations & Fund Balance Residential Construction Mitigation Fund	\$	-	\$	6,676		\$ -	=	\$ 6,676
DEBT SERVICE FUND								
SOURCES Balances Brought Forward	\$	4,424,232						\$ 4,424,232
Revenues:								
Miscellaneous Debt Proceeds		3,444,028		10,200,000	В1			3,444,028 10,200,000
Interfund Transfers		18,077,817		4,794,335	B19			22,872,152
				929,893	B20	(929,893)	B20	
Total Debt Service Fund Sources	\$	25,946,077	\$	15,924,228		\$ (929,893)	=	\$ 40,940,412
<u>USES</u>	_							
Personnel, Operating, Capital Expenditures Debt Service	\$	1,000 21,520,845	\$	161,860	В1			\$ 1,000 24,577,587
				2,894,882	B19			
Transfers Out		-		929,893 5,363,759	B20 B1	(929,893)	B20	7,263,212
				1,899,453	B19			
Fund Balance		4,424,232		4,674,381	B1			9,098,613
Appropriations & Fund Balance Debt Service Fund	\$	25,946,077	\$	15,924,228	•	\$ (929,893)	=	\$ 40,940,412
CAPITAL PROJECTS FUNDS								
ACADEMIC VILLAGE CAPITAL PROJECT FUND								
SOURCES Balances Brought Forward	\$	-						\$ -
Revenues:								
Miscellaneous Interfund Transfers		90,000		300,000	J21			793,040
		,		403,040	J23			
Debt Proceeds		-						-
Total Academic Village Capital Project Fund Sources	\$	90,000	\$	703,040		\$ -	=	\$ 793,040
USES 10 0 11 15 11	•	00.000	•	000 000	10.4			. 700.040
Personnel, Operating, Capital Expenditures	\$	90,000	\$	300,000 403,040	J21 J23			\$ 793,040
Debt Service		-						-
Transfers Out Fund Balance		-						-
	•	00.000	r	702.040		•		¢ 702.040
Appropriations & Fund Balance Academic Village Capital Fund	\$	90,000	\$	703,040	:	<u>\$ -</u>	=	\$ 793,040
COMPUTER SYSTEM CAPITAL PROJECT FUND SOURCES								
Balances Brought Forward	\$	-						\$ -
Revenues:		44 400						44 400
Miscellaneous Interfund Transfers		41,488 5,216,760						41,488 5,216,760
Debt Proceeds		-						=

TTACHMENT A TO ORDINANCE 53-19		AMENDED UDGET #1 DRD 15-19	II	BA #2 BA #2 INCREASE REF #1 (DECREASE)				AMENDED BUDGET #2 REF #2 ORD 53-19			
Total Computer System Capital Project Fund Sources	\$	5,258,248	\$	-		\$		-	\$	5,258,248	
<u>USES</u> Personnel, Operating, Capital Expenditures Debt Service Transfers Out	\$	5,258,248							\$	5,258,248	
Fund Balance		-								-	
Appropriations & Fund Balance Computer Capital Fund	\$	5,258,248	\$	-		\$		-	\$	5,258,248	
CRA CAPITAL PROJECTS FUND SOURCES Balances Brought Forward	\$	-							\$	-	
Revenues: Intergovernmental		_								-	
Miscellaneous		-		7,927	J37					7,927	
Interfund Transfers  Debt Proceeds		1,102,076		101,445 2,256,109	J12 J33	(	(2,256,109)	J33		1,203,521	
Dept Floceeds								_			
Total CRA Project Fund Sources	\$	1,102,076	\$	2,365,481	i	\$ (	(2,256,109)	=	\$	1,211,448	
<u>USES</u> Personnel, Operating, Capital Expenditures	\$	1,102,076	\$	101,445 7,927	J12 J37				\$	1,211,448	
Debt Service		-								-	
Transfers Out Fund Balance		-								-	
Appropriations & Fund Balance CRA Capital Projects	\$	1,102,076	\$	109,372	· :	\$		=	\$	1,211,448	
FIRE STATION CONSTRUCTION CAPITAL PROJECT FUNDS											
SOURCES Balances Brought Forward	\$	-				\$ (	(1,142,989)	J32	\$	(1,142,989)	
Revenues: Intergovernmental		-								-	
Miscellaneous Interfund Transfers		-		E0 000	15					- E0 000	
Debt Proceeds		-		50,000	J5					50,000	
Total Fire Station Capital Project Fund Sources	\$	-	\$	50,000		\$	(1,142,989)	=	\$	(1,092,989)	
<u>USES</u> Personnel, Operating, Capital Expenditures	\$	_		50,000	J5	\$ (	(1,142,989)	J32	\$	(1,092,989)	
Debt Service	•	-		00,000	00	Ψ ,	(1,142,000)	002	Ψ	-	
Transfers Out Fund Balance		-								- -	
Appropriations & Fund Balance Fire Station Construction Cap Fund	\$		\$	50,000		\$ (	(1,142,989)	-	\$	(1,092,989)	
P&R CAPITAL PROJECTS FUND					ı		<u> </u>	=		<u>, , , , , , , , , , , , , , , , , , , </u>	
SOURCES Balances Brought Forward	\$	-							\$	-	
Revenues:		440.000								440.000	
Intergovernmental Miscellaneous		143,000 14,324								143,000 14,324	
Interfund Transfers		143,000		5,363,759	J1					5,506,759	
Debt Proceeds		-								-	
Total P&R Project Fund Sources	\$	300,324	\$	5,363,759	•	\$	_	-	\$	5,664,083	
USES											
Personnel, Operating, Capital Expenditures	\$	300,324		5,363,759	J1				\$	5,664,083	
Debt Service Transfers Out		200,000 (200,000)								200,000 (200,000)	
Fund Balance		(_50,000)								-	
Appropriations & Fund Balance P&R Capital Park	\$	300,324	\$	5,363,759		\$	-	-	\$	5,664,083	

ATTACHMENT A TO ORDINANCE 53-19	AMENDED BUDGET #1 ORD 15-19	BA#2 INCREASE	REF #1	BA #2 (DECREASE)	AMENDED BUDGET #2 REF #2 ORD 53-19
TRANSPORTATION CAPITAL PROJECTS FUND SOURCES					
Balances Brought Forward	\$ -				\$ -
Revenues: Intergovernmental	-	5,297,641	J14		5,297,641
Miscellaneous	-	4,523	J36		4,523
Interfund Transfers	6,574,526	142,940 511,459	J4 J13		9,769,360
		1,784,002 756,433	J15 J36		
Debt Proceeds	-				-
Total Transportation Capital Project Fund Sources	\$ 6,574,526	\$ 8,496,998	 - :	\$ -	\$ 15,071,524
<u>USES</u> Personnel, Operating, Capital Expenditures	\$ 6,574,526	142,940 511,459	J4 J13		\$ 12,176,642
		5,297,641	J13		
		1,784,002	J15		
		756,433 4,523	J36 J36		
		,-		(2,894,882)	J35
Debt Service Transfers Out Fund Balance	- - -	2,894,882	J35		- 2,894,882
Appropriations & Fund Balance Transportation Capital Fund	\$ 6,574,526	\$ 11,391,880	- ·	\$ (2,894,882)	\$ 15,071,524
PUBLIC WORKS CAPITAL PROJECT FUND SOURCES Balances Brought Forward					
Revenues:					\$ -
Miscellaneous Interfund Transfers Debt Proceeds		525,123	J3		525,123 -
Total Public Works Capital Project Fund Sources	\$ -	\$ 525,123	- :	\$ -	\$ 525,123
USES Personnel, Operating, Capital Expenditures Debt Service Transfers Out Fund Balance		525,123	J3		\$ - 525,123 - -
Appropriations & Fund Balance Public Works Capital Fund	\$ -	\$ 525,123	- -	\$ -	\$ 525,123

ATTACHMENT A TO ORDINANCE 53-19						
	AMENDED BUDGET #1 ORD 15-19	BA #2 INCREASE	RFF #1	BA #2 (DECREASE)	REF #2	AMENDED BUDGET #2 ORD 53-19
ENTERPRISE FUNDS				(220112102)		
WATER & SEWER UTILITY FUND SOURCES						
Balances Brought Forward	\$ 101,480,887					\$ 101,480,887
Revenues:						
Licenses, Permits, Franchise, Impact Fees & Special Assessments	30,198,539					30,198,539
Charges for Service Internal Service Charges	84,531,354 671,703					84,531,354 671,703
Intergovernmental	1,115,000	3,000,000	J22			4,115,000
Fines & Forfeitures	773,574					773,574
Miscellaneous Debt Proceeds	834,919 88,015,484	7,744	B21a			842,663 88,015,484
Interfund Transfers	20,034,564	3,850	J2			41,650,100
		563,750	J6			
		2,338,090	J7			
		1,498,534 1,193,026	J8 J9			
		175,052	J11			
		8,305	J13			
		248,050 248,050	J15 J17			
		1,109,847	J17			
		9,735	J20			
		4,112	B21a			
		20,000	B21a B21a			
		16,400 27,935	B21a			
		4,600	B21a			
		996,200	B21a			
		13,150,000	J38			
Total Water & Sewer Utility Fund Sources	\$ 327,656,024	\$ 24,623,280	- ·	\$ -	- =	\$ 352,279,304 \$ 352,262,904
USES IN CONTRACTOR IN	<b>A</b> 450 040 504	0.050	10			A 400 075 000
Personnel, Operating, Capital Expenditures	\$ 150,643,531	3,850 563,750	J2 J6			\$ 163,975,038
		2,338,090	J7			
		1,498,534	J8			
		1,193,026 175,052	J9 J11			
		8,305	J13			
		248,050	J15			
		248,050	J17			
		1,109,847 9,735	J19 J20			
		3,000,000	J22			
		132,474	B4			
Debt Service	45,800,675	2,802,744	B21a			45,800,675
Transfers Out	22,036,184	3,850	J2			43,592,473
		563,750	J6			
		2,338,090	J7			
		1,498,534 1,193,026	J8 J9			
		175,052	J11			
		8,305	J13			
		248,050 248,050	J15 J17			
		1,109,847	J19			
		9,735	J20			
		13,150,000	B21a			
Fund Balance	109,175,634	1,010,000	B21a	(3,850)	J2	98,911,118
. and Salarioo	100,170,004			(563,750)	J6	55,511,110
				(2,338,090)	J7	
				(1,498,534)	J8	
				(1,193,026) (175,052)	J9 J11	
				(8,305)	J13	

ATTACHMENT A TO ORDINANCE 53-19								
	В	AMENDED BUDGET #1 ORD 15-19	BA #2 NCREASE	REF #1	BA:		REF #2	AMENDED BUDGET #2 ORD 53-19
			13,150,000 4,112 20,000 16,400 27,935 4,600	J38 B21a B21a B21a B21a B21a	(24 (24 (1,10	48,050) 48,050) 09,847) (9,735) 32,474)	J15 J17 J19 J20 B4	
						08,800) 50,000)	B21a B21a	
Appropriations & Fund Balance Water & Sewer Utility Fund	\$	327,656,024	\$ 48,110,843	=	\$ (23,48	87,563)		\$ 352,279,304
STORMWATER UTILITY FUND SOURCES								
Balances Brought Forward Revenues:	\$	9,258,817						\$ 9,258,817
Licenses, Permits, Franchise, Impact Fees & Special Assessments Intergovernmental Charges for Service Fines & Forfeitures		3,660 - 18,515,133 1,664	310,000	J16				3,660 310,000 18,515,133 1,664
Miscellaneous Interfund Transfers Debt Proceeds		108,862 5,351,096	310,000 22,788	J16 B21b				108,862 5,683,884
Total Stormwater Utility Fund Sources	\$	33,239,232	\$ 642,788	-	\$			\$ 33,882,020
LIGEO				=				
<u>USES</u> Personnel, Operating, Capital Expenditures	\$	20,728,984	\$ 310,000 310,000	J16 J16				\$ 21,348,984
Debt Service Transfers Out		443,000 5,668,846	168,070 310,000	J3 J16				443,000 6,146,916
Fund Balance		6,398,402	22,788	J16 B21b		68,070) 10,000)	J3 J16	5,943,120
Appropriations & Fund Balance Stormwater Utility Fund	\$	33,239,232	\$ 1,120,858	- =	\$ (4	78,070)		\$ 33,882,020
YACHT BASIN FUND SOURCES								
Balances Brought Forward Revenues:	\$	968,321						\$ 968,321
Charges for Service Miscellaneous Interfund Transfers		671,237 1,200						671,237 1,200 -
Total Yacht Basin Fund Sources	\$	1,640,758	\$ -	- =	\$	_		\$ 1,640,758
<u>USES</u> Personnel, Operating, Capital Expenditures	\$	486,590	\$ 15,000 15,000 38,000 14,000	B7 B9 B16 B21c				\$ 568,590
Debt Service Transfers Out Fund Balance		115,000 1,039,168			(;	15,000) 15,000) 38,000) 14,000)	B7 B9 B16 B21c	- 115,000 957,168
Appropriations & Fund Balance Yacht Basin Fund	\$	1,640,758	\$ 82,000	- =	\$ (8	82,000)		\$ 1,640,758

ATTACHMENT A TO ORDINANCE 53-19	В	MENDED UDGET #1 ORD 15-19	BA #2 INCREASE			AMENDED BUDGET #2 ORD 53-19
INTERNAL SERVICE FUNDS (ISF) WORKERS COMP INSURANCE FUND SOLIDEES		WD 19-19	INOINEAGE	NEI #1 (DECREASE)	REF #2	OVD 99-19
SOURCES Balances Brought Forward	\$	3,196,139				\$ 3,196,139
Revenues: Internal Service Charges		4,231,245				4,231,245
Miscellaneous Interfund Transfers		-				-
Total Workers Compensation Insurance Fund Sources	\$	7,427,384	\$ -	\$ -	- -	\$ 7,427,384
<u>USES</u> Personnel, Operating, Capital Expenditures	\$	3,416,360				\$ 3,416,360
Debt Service		-				-
Transfers Out Fund Balance		4,011,024				4,011,024
Appropriations & Fund Balance Workers Compensation Insurance Fund	\$	7,427,384	\$ -	\$ -	- -	\$ 7,427,384
PROPERTY LIABILITY INSURANCE FUND SOURCES						
Balances Brought Forward Revenues:	\$	2,645,668				\$ 2,645,668
Charges for Service Internal Service Charges		3,592,588				3,592,588
Miscellaneous		-				-
Interfund Transfers		-				-
Total Property Liability Insurance Fund Sources	\$	6,238,256	\$ -	\$ -	=	\$ 6,238,256
<u>USES</u> Personnel, Operating, Capital Expenditures Debt Service	\$	3,868,110				\$ 3,868,110
Transfers Out Fund Balance		- 2,370,146				2,370,146
Appropriations & Fund Balance Property Liability Insurance Fund	\$	6,238,256	\$ -	\$ -	=	\$ 6,238,256
FACILITIES INTERNAL SERVICE SOURCES						
Balances Brought Forward Revenues:	\$	-				\$ -
Internal Service Charges Miscellaneous		5,716,654				5,716,654
Interfund Transfers		-				-
Total Facilities Internal Service Fund Sources	\$	5,716,654	\$ -	\$ -	- -	\$ 5,716,654
USES Personnel, Operating, Capital Expenditures	\$	5,716,654				\$ 5,716,654
Debt Service Transfers Out		-				-
Fund Balance		-				-
Appropriations & Fund Balance Facilities Internal Service Fund	\$	5,716,654	\$ -	\$ -	=	\$ 5,716,654
FLEET INTERNAL SERVICE SOURCES						
Balances Brought Forward Revenues:	\$	-				\$ -
Internal Service Charges		4,833,343				4,833,343
Miscellaneous Interfund Transfers		-				-
Total Fleet Internal Service Fund Sources	\$	4,833,343	\$ -	\$ -	- -	\$ 4,833,343

ATTACHMENT A TO ORDINANCE 53-19								
	AMENDED BUDGET #1			BA #2		BA #2		AMENDED BUDGET #2
		ORD 15-19		INCREASE	RFF #1	(DECREASE)	REF #2	ORD 53-19
USES		OKD 10-13		INORLAGE	IXE1 #1	(DEGREAGE)	IXLI #Z	ORD 33-13
Personnel, Operating, Capital Expenditures	\$	4,833,343						\$ 4,833,343
Debt Service		-						-
Transfers Out		-						-
Fund Balance		-						-
							_	
Appropriations & Fund Balance Fleet Internal Service Fund	\$	4,833,343	\$	-		\$ -		\$ 4,833,343
SELF INSURED HEALTH PLAN INTERNAL SERVICE SOURCES								
Balances Brought Forward	\$	3,828,945						\$ 3,828,945
Revenues:								
Internal Service Charges		24,111,819				(3,500,000)	B22	20,611,819
Miscellaneous		400,000						400,000
Interfund Transfers		-						-
T. 10 KI 111 W DI 14 10 : 5 10	_		_			<b>*</b> (0.500.000)	-	<b>*</b> • • • • • • • • • • • • • • • • • • •
Total Self Insured Health Plan Internal Service Fund Sources	\$	28,340,764	\$			\$ (3,500,000)	-	\$ 24,840,764
USES								
Personnel, Operating, Capital Expenditures	\$	21,140,174						\$ 21,140,174
Debt Service	•							-
Transfers Out		_						_
Fund Balance		7,200,590				(3,500,000)	B22	3,700,590
						( , , ,		
Appropriations & Fund Balance Self Insured Health Plan Int Serv Fund	\$	28,340,764	\$	-		\$ (3,500,000)		\$ 24,840,764
							-	
CHARTER SCHOOL OPERATING FUND								
SOURCES	_							
Balances Brought Forward	\$	9,650,349				\$ (422,571)	B23	\$ 9,227,778
Revenues:		24,175,012		1,403,018	B23	(167.216)	B23	25,410,714
Intergovernmental		647,300		98,123	B23	(167,316)	DZS	745,423
Charges for Service Miscellaneous		•		236,287	B23			745,423 448,014
Miscellarieous		211,727		230,267	623			446,014
Total Charter School Operating Fund Sources	\$	34,684,388	\$	1,737,428		\$ (589,887)	-	\$ 35,831,929
. •				<u> </u>		,, /	=	
USES								
Personnel, Operating, Capital Expenditures	\$	27,077,997				\$ (643,817)	B23	\$ 26,434,180
Debt Service		305,359		7,188	B23			312,547
Other		-						-
Fund Balance		7,301,032		1,784,170	B23			9,085,202
Appropriations & Fund Dalamas Charter School Operating Fund	_	24 004 200	Φ.	4 704 050		¢ (C40.047)	-	A 25 024 020
Appropriations & Fund Balance Charter School Operating Fund	\$	34,684,388	\$	1,791,358		\$ (643,817)	-	\$ 35,831,929
TOTAL FY 2019 BUDGET	\$	816,377,843	\$	121,415,634		\$ (54,250,903)		\$ 883,542,574
						•		
TOTAL FY 2019 REVENUE (SOURCES) BUDGET		816,377,843		78,013,157		\$ (10,848,426)		\$ 883,542,574
TOTAL FY 2019 EXPENDITURE (USES) BUDGET	\$	816,377,843	\$	1∠1,415,634		\$ (54,250,903)		\$ 883,542,574

#### CITY OF CAPE CORAL FY 2019 AMENDED BUDGET - BY FUND ATTACHMENT A TO ORDINANCE 53-19

AMENDED					AMENDED
BUDGET #1	BA #2		BA #2		BUDGET #2
ORD 15-19	INCREASE	REF #1	(DECREASE)	REF #2	ORD 53-19

FUND TYPE SUMMARY	Amended	BA #1 INCREASE	BA #1 (DECREASE)	Amended
General Fund	\$ 221,464,323	\$ 12,192,081	\$ (1,396,848)	\$ 232,259,556
Special Revenue	105,865,466	5,388,951	(1,032,700)	110,221,717
Debt Service	25,946,077	15,924,228	(929,893)	40,940,412
Capital Project	13,325,174	17,504,401	(3,399,098)	27,430,477
Enterprise	397,220,402	27,003,496	(589,887)	423,634,011
Internal Service	52,556,401	-	(3,500,000)	49,056,401
Total	\$ 816,377,843	\$ 78,013,157	\$ (10,848,426)	\$ 883,542,574

#### **CAPITAL PROJECTS AND MULTI-YEAR BUDGETS**

#### **Items Previously Approved by City Council**

#### City Council Approved - February 4, 2019

J1	Capital Projects Fund - P&R GO Bond - Increase in Buc	lget
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City Council approved Resolution 18-19 Purchase of Capital Equipment, Capital Improvements and product/Goods for the City's Parks and Recreation General **Obligation Bond** 

Capital Projects Fund

Parks GO Bond Admin	
Increase Sources: Transfer in from Debt Service Fund	106,759
Increase Uses: Capital Outlay - Park Improvement	106,759
NW Softball Complex	
Increase Sources: Transfer in from Debt Service Fund	550,000
Increase Uses: Capital Outlay - Park Improvement	550,000
Horton Neighborhood Park	
Increase Sources: Transfer in from Debt Service Fund	262,000
Increase Uses: Capital Outlay - Park Improvement	262,000
Guifrida Park	
Increase Sources: Transfer in from Debt Service Fund	470,000
Increase Uses: Capital Outlay - Park Improvement	470,000

Del Prado Linear Park	
Increase Sources: Transfer in from Debt Service Fund	500,000
Increase Uses: Capital Outlay - Park Improvement	500,000

Pelican Baseball Park

Increase Sources: Transfer in from Debt Service Fund	500,000
Increase Uses: Capital Outlay - Park Improvement	500,000

Basin 4 Freshwater Boat Ramp

Increase Sources: Transfer in from Debt Service Fund	500,000
Increase Uses: Capital Outlay - Park Improvement	500,000
Pagin 2 Freehuster Pagt Page	

Basin 3 Freshwater Boat Ramp

Increase Sources: Transfer in from Debt Service Fund	500,000
Increase Uses: Capital Outlay - Park Improvement	500,000

Koza Saldino Field

Increase Sources: Transfer in from Debt Service Fund	300,000
Increase Uses: Capital Outlay - Park Improvement	300,000
Inner Verdey, Mercerial	

Jason Verdow Memorial

Increase Sources: Transfer in from Debt Service Fund	260,000
Increase Uses: Capital Outlay - Park Improvement	260,000

Jim Jeffers

Increase Sources: Transfer in from Debt Service Fund	85,000
Increase Uses: Capital Outlay - Park Improvement	85,000

Joe Stonas

de dionas	
Increase Sources: Transfer in from Debt Service Fund	85,000
Increase Uses: Capital Outlay - Park Improvement	85,000

Rotary Park Increase Sources: Transfer in from Debt Service Fund 85,000 Increase Uses: Capital Outlay - Park Improvement 85,000 Youth Center

Increase Sources: Transfer in from Debt Service Fund 85,000 1

Refere	nce Description	Amount
	Increase Uses: Capital Outlay - Park Improvement	85,000
	Camelot Park	00,000
	Increase Sources: Transfer in from Debt Service Fund	85,000
	Increase Uses: Capital Outlay - Park Improvement	85,000
	Jaycee Park	,
	Increase Sources: Transfer in from Debt Service Fund	85,000
	Increase Uses: Capital Outlay - Park Improvement	85,000
	Storm Football	
	Increase Sources: Transfer in from Debt Service Fund	235,000
	Increase Uses: Capital Outlay - Park Improvement	235,000
	Pelican Soccer	
	Increase Sources: Transfer in from Debt Service Fund	100,000
	Increase Uses: Capital Outlay - Park Improvement	100,000
	Burton Park	
	Increase Sources: Transfer in from Debt Service Fund	185,000
	Increase Uses: Capital Outlay - Park Improvement	185,000
	BMX Park	
	Increase Sources: Transfer in from Debt Service Fund	185,000
	Increase Uses: Capital Outlay - Park Improvement	185,000
	Parks WIFI	000 000
	Increase Sources: Transfer in from Debt Service Fund	200,000
	Increase Uses: Capital Outlay - Park Improvement	200,000
J2	Enterprise Capital Project - W&S Fund - No Change in Budget City Council approved Resolution 1-19 Spot Paving resurfacing of local roads and locations throughout Cape, through, UCD-12 Road Resurfacing Adjustment for W&S Capital contribution with 10% controlled contingency, \$3,850 for manhole and valve risers funded by 100% W&S User Fees.	
	Decrease Uses: Fund Balance	(3,850)
	Increase Uses: Transfer Out	3,850
	Capital Project - W&S Capital Projects Fund - Increase in Budget	•
	Increase Sources: Transfer In	3,850
	Increase Uses: Capital Outlay	3,850
J3	Capital Projects Fund - Public Works - Increase in Budget	
	City Council approved Resolution 35-19 for construction of Sign Shop total project cost \$994,499 funded by General Fund, Five Cent Gas Tax and Stormwater	
	Decrease Uses: Fund Balance	(357,053)
	Increase Uses: Transfer Out	357,053
	Increase Sources: Transfer In	357,053
	Increase Uses: Capital Outlay	357,053
	Decrease Uses: Fund Balance	(168,070)
	Increase Uses: Transfer Out	168,070
	Increase Sources: Transfer In	168,070
	Increase Uses: Capital Outlay	168,070
J4	Capital Projects Fund - Public Works - Increase in Budget	

Amount

Reference Description Amount

	City Council approved Resolution 37-19 Tree Replacement of Del Prado Extension.	
	General Fund Contribution with 10% controlled contingency at \$142,940	
	Decrease Uses: Fund Balance	(142,940)
	Increase Uses: Transfer Out	142,940
	Increase Sources: Transfer In	142,940
	Increase Uses: Capital Outlay	142,940
		,
J5	Capital Projects Fund - Fire - Station #2 - Increase in Budget	
	City Council approved Resolution 38-19 Construction Manager at Risk for Phase 1	
	Decrease Uses: Operating	(50,000)
	Increase Uses: Transfer Out	50,000
	Increase Sources: Transfer In	50,000
	Increase Uses: Capital Outlay	50,000
City Coun	cil Approved - March 18, 2019	
J6	Enterprise Fund - W&S Fund - No Change in Budget	
00	City Council approved Resolution 47-19 Palm Tree Control Systems upgrade with 10%	
	controlled contingency at \$563,750 funded by 100% W&S User Fees.	
	Decrease Uses: Fund Balance	(563,750)
	Increase Uses: Transfer Out	563,750
	Enterprise Capital Project - W&S Capital Projects Fund - Increase in Budget	500 750
	Increase Sources: Transfer In	563,750
	Increase Uses: Capital Outlay	563,750
J7	Enterprise Capital Project Fund - W&S Capital Projects Fund - Increase in Budget	
	City Council approved Resolution 48-19 42 inch force main replacement with waste	
	activated sludge main and fiber optic conduits with 10% controlled contingency at	
	\$2,338,088 funded by, ADM-43 42" Force main Interconnect (100% Sewer CFEC), ADM-	
	62 Fiber Optics (33.3% WSI CFEC), and ADM-65 FM MOV/MPS System and	
	Communication (100% Sewer CFEC).	
	Increase Sources: Transfer In	779,363
	Increase Sources: Transfer In	779,363
	Increase Sources: Transfer In	259,788
	Increase Sources: Transfer In	259,788
	Increase Sources: Transfer In	259,788
	Increase Uses: Capital	779,363
	Increase Uses: Capital	779,363
	Increase Uses: Capital	779,364
	Increase Uses: Fund Balance	(779,363)
	Increase Uses: Fund Balance	(779,363)
	Increase Uses: Fund Balance	(259,788)
	Increase Uses: Fund Balance	(259,788)
	Increase Uses: Fund Balance Increase Uses: Transfer Out	(259,788) 770,363
	Increase Uses: Transfer Out Increase Uses: Transfer Out	779,363
	Increase Uses: Transfer Out Increase Uses: Transfer Out	779,363 259,788
	Increase Uses: Transfer Out	259,766 259,788
	morease oses. Hansier Out	239,766
		3

Increase Uses: Transfer Out	259,788
Enterprise Capital Project Fund - W&S Capital Projects Fund - Increase in Budget City Council approved Resolution 50-19 Galvanized Pipe Replacement Phase2A and Galvanized Pipe Replacement Phase 2B with 10% controlled contingency at \$1,498,534 funded by 100% Water CIAC.	
Decrease Uses: Fund Balance	(1,498,534)
Increase Uses: Transfer Out	1,498,534
Increase Sources: Transfer In	749,267
Increase Sources: Transfer In	749,267
Increase Uses: Capital Outlay	749,267
Increase Uses: Capital Outlay	749,267
Enterprise Capital Project Fund - W&S Capital Projects Fund - Increase in Budget City Council approved Resolution 52-19, IRR-3 SW 5MG Storage tank & Pump w 10% controlled contingency at \$1,193,026 funded by 100% Irrigation CFEC.	
	(1,193,026)
Increase Uses: Transfer Out	1,193,026
	1,193,026
Increase Uses: Capital Outlay	1,193,026
General Fund - Parks & Recreation - Increase in Budget	
City Council approved acceptance of FY 2019-2020 Lee County Tourist Development Grant Resolution 55-19 Total Grant \$211,300) Beach and Shoreline Grant for Beach Park Facility Maintenance for the Yacht Club Community Park Beach, Four Mile Cove Ecological Park, Sirenia Vista Park, and the Glover Bight Boardwalk (\$140,000), and for the purchase of a vehicle (\$35,000) and two utility carts (\$36,300) for use at all four parks. Adjust budget to grant awarded	
Decrease Sources: Local Grant	(3,362)
Decrease Uses: Payroll	(3,362)
uncil Approved - April 1, 2019	
Enterprise Fund - W&S Fund - No Change in Budget City Council approved Resolution 56-19 ADM-15 Potable Water Infrastructure FY18 Concrete slabs for SW wellfield with 10% controlled contingency at \$175,052 funded by 75% Water CIAC and 25% W&S User Fees.	
Decrease Uses: Fund Balance Decrease Uses: Fund Balance Increase Uses: Transfer Out Increase Uses: Transfer Out	(131,289) (43,763) 131,289 43,763
	funded by 100% Water CIAC. Decrease Uses: Fund Balance Increase Uses: Transfer Out Increase Sources: Transfer In Increase Sources: Transfer In Increase Sources: Transfer In Increase Uses: Capital Outlay  Enterprise Capital Project Fund - W&S Capital Projects Fund - Increase in Budget City Council approved Resolution 52-19, IRR-3 SW 5MG Storage tank & Pump w 10% controlled contingency at \$1,193,026 funded by 100% Irrigation CFEC. Decrease Uses: Fund Balance Increase Uses: Transfer Out Increase Uses: Capital Outlay  General Fund - Parks & Recreation - Increase in Budget  City Council approved acceptance of FY 2019-2020 Lee County Tourist Development Grant Resolution 55-19 Total Grant \$211,300) Beach and Shoreline Grant for Beach Park Facility Maintenance for the Yacht Club Community Park Beach, Four Mile Cove Ecological Park, Sirenia Vista Park, and the Glover Bight Boardwalk (\$140,000), and for the purchase of a vehicle (\$35,000) and two utility carts (\$36,300) for use at all four parks. Adjust budget to grant awarded Decrease Sources: Local Grant Decrease Uses: Payroll  uncil Approved - April 1, 2019 Enterprise Fund - W&S Fund - No Change in Budget City Council approved Resolution 56-19 ADM-15 Potable Water Infrastructure FY18 Concrete slabs for SW wellfield with 10% controlled contingency at \$175,052 funded by 75% Water CIAC and 25% W&S User Fees. Decrease Uses: Fund Balance Increase Uses: Transfer Out

### J12 Capital Projects Fund - CRA Capital Projects Fund - Increase in Budget General Fund - Government Service - No Change in Budget

City Council approved Resolution 64-19 for SE 47th Terrace License Plate Reader. Increase Sources: Transfer in from General Fund

101,445

Reference Description Amount

Increase Uses: Capital Equipment	101,445
Decrease Uses: Fund Balance	(101,445)
Increase Uses: Transfer out	101,445

#### City Council Approved - May 6, 2019

## J13 Capital Projects Fund - Public Works - Increase in Budget Enterprise Fund - Utilities Capital Projects - Increase in Budget Special Revenue - Six Cent Gas Tax - No Change in Budget

City Council approved Resolution 68-19 Coronado Parkway Resurfacing UCD-12 Road Resurfacing Adjustment W&S Capital contribution with 10% controlled contingency for \$8,305 for manhole and valve risers funded by 100% W&S User Fees.

Decrease Uses: Fund Balance	(511,459)
Increase Uses: Transfer Out	511,459
Increase Sources: Transfer In	511,459
Increase Uses: Capital Outlay	511,459
Decrease Uses: Fund Balance	(8,305)
Increase Uses: Transfer Out	8,305
Increase Sources: Transfer In	8,305
Increase Uses: Capital Outlay	8,305

#### City Council Approved - May 13, 2019

#### J14 Capital Projects Fund - Public Works - Increase in Budget

City Council Approved Resolution 102-19 Shared-Use Non-motorized (SUN) Trail Network Agreement between the State of Florida Department of Transportation (FDOT) and the City of Cape Coral; SUN Trail Construction Phase 1 (Burnt Store Road to Nelson Road).

Increase Sources: Grant 5,297,641
Increase Uses: Capital Outlay 5,297,641

#### City Council Approved - June 3, 2019

#### J15 Capital Projects Fund - Public Works - Increase in Budget

City Council approved Resolution 105-19 FY2019 Local Road Resurfacing Phase II, milling, resurfacing, and select structural repairs on streets in Cape Coral in the area bordered by Del Prado Blvd on the west, the Caloosahatchee River on the east, Everest Parkway on the north and the Moody Canal on the south, in the amount of \$1,849,000 with a 10% city controlled contingency of \$184,900 for a total project cost of \$2,033,900; Authorize the use of Fund Balance/Fund Balance from the Transportation Capital Project (6-cents gas tax) and the W&S Capital Project Fund Balance. Dollar Value: \$2,033,900; (General Fund -\$1,785,850/Water & Sewer-\$248,050 Fund balance Fund Balance)

#### Special Revenue - Six Cent Gas Tax - No Change in Budget

Decrease Uses: Fund Balance	(1,784,002)
Increase Uses: Transfer Out	1,784,002
Capital Projects Fund - Public Works - Increase in Budget	
Increase Sources: Transfer In	1,784,002
Increase Uses: Capital Outlay	1,784,002

Refere	nce Description	Amount
	Enterprise Fund - Water & Sewer Fund - No Change in Budget	
	Decrease Uses: Fund Balance	(248,050
	Increase Uses: Transfer Out	248,050
	Enterprise Fund - Utilities Capital Projects - Increase in Budget	
	Increase Sources: Transfer In	248,050
	Increase Uses: Capital Outlay	248,050
City Co	ouncil Approved - June 10, 2019	
J16	Enterprise Fund - Public Works Stormwater - Increase in Budget	
	City Council approved Resolution 111-19 UEP North 2 FDEP Total Maximum Daily Load	
	(TMDL) Grant to assist with the offsetting North 2 UEP Stormwater Improvement costs	
	and will enhance water quality in the City's canal system and Pine Island Sound;	
	Department: Public Works (UEP); FDEP Grant Dollar Value: \$310,000; (Matching	
	Stormwater Fund: \$310,000)	
	Increase Sources: Intergovernmental Revenue	310,000
	Increase Uses: Capital Outlay	310,000
	Decrease Uses: Fund Balance	(310,000)
	Increase Uses: Transfer Out	310,000
	Increase Sources: Transfer In	310,000
	Increase Uses: Capital Outlay	310,000
J17	Enterprise Fund - Utilities Capital Projects - Increase in Budget	
	City Council approved Resolution 113-19 Southwest Reverse Osmosis (RO) Water	

City Council approved Resolution 113-19 Southwest Reverse Osmosis (RO) Water Treatment Plant (WTP) Roadway Repaving Project to replace approximately of 5,831 square yards (SY) of existing asphalt pavement for parking lot and drainage improvements, in the amount of \$351,692 with a City controlled contingency of 10%, \$35,169 for a total \$386,861 dollars; Authorize use of Fund Balance/unassigned fund balance; and authorize City Manager or designee to execute the contract, amendments, change orders required to complete the work. Department: Utilities Dollar Value: \$386,861 (W&S- Fund Balance/unassigned fund balance)

#### Enterprise Fund - W&S Fund - No Change in Budget

Enterprise Fund - W&S Capital Projects Fund-Increase in Budget	
Increase Uses: Transfer Out	248,050
Decrease Uses: Fund Balance	(248,050)

Increase Sources: Transfer In

248,050
Increase Uses: Capital Outlay

248,050

#### J18 General Fund - Police Grant - Increase in Budget

City Council Approved Resolution 132-19 Acceptance of Edward Byrne Memorial Justice Assistance Grant (JAG) Program- Countywide funding to purchase crime analyst software and training

Increase Sources: 42,300
Increase Uses: Operating 42,300

#### City Council Approved - June 22, 2019

#### J19 Enterprise Fund - Utilities - No change in budget

**Reference Description** Amount

> City Council approved Resolution 148-19 Everest Water Reclamation Facility (WRF) -Clarifier 1, 2 & 4 Duct Bank Replacement Project that consist of construction modifications to the existing Duct Bank and electrical service serving clarifiers 1, 2 and 4 at the Everest WRF, in the amount of \$1,328,550 with a City controlled contingency of 10% (\$132.855) for a total amount of \$1.461.405 Department: Utilities: Dollar Value: \$1,461,405; (Water and Sewer unassigned Fund Balance)

#### Enterprise Fund - W&S Fund - No Change in Budget

Enterprise Fund - W&S Capital Projects Fund-Increase in Budget	
Increase Uses: Transfer Out	1,109,847
Decrease Uses: Fund Balance	(1,109,847)

#### Enterprise Fund - W&S Capital Projects Fund- Increase in Budget

Increase Sources: Transfer In	1,109,847
Increase Uses: Capital Outlay	1,109,847

#### City Council Approved - June 29, 2019

J20 Enterprise Fund - Utilities - Increase in Budget

> City Council approved Resolution 152-19 FY2019 Alley Resurfacing completing the milling, resurfacing and select structural repairs on five (5) previously paved alleys located throughout the City, at the bid amount of \$189,000 with a 10% City controlled contingency of \$18,900 for a total of \$207,900; Authorize the use of Fund Balance/Fund Balance from the W&S Capital Project Fund Balance for the Utilities. Department: Public Works Dollar Value: \$207,900 (Transportation Capital Fund -\$198,165/ Water & Sewer Fund Balance Fund Balance-\$9,735)

#### Enterprise Fund - Utilities - Increase in Budget

Enterprise i and Canties morease in Baaget	
Decrease Uses: Fund Balance	(9,735)
Increase Uses: Transfer Out	9,735
Enterprise Fund - W&S Capital Projects Fund- Increase in Budget	
Increase Sources: Transfer In	9,735
Increase Uses: Capital Outlay	9,735

#### City Council Approved - August 12, 2019

J21 Capital Projects Fund - Governmental Academic Village - Increase in budget

General Fund - Government Services - No change in budget

Resolution 271-19 Appropriation of Economic Development Reserve Funds in an amount of \$300,000 for wetland mitigation, maintenance and other related work at the city's property on the corner of Kismet Parkway and Del Prado Boulevard (otherwise known as Academic Village); Department: City Manager/EDO Division; (Economic

Development Reserve Fund) Decrease Uses: Fund Balance (300,000)Increase Uses: Transfer Out 300,000 Increase Sources: Transfer In 300.000 Increase Uses: Operating 300,000

#### City Council Approved - August 19, 2019

Enterprise Fund - Utilities - Increase in Budget J22

Reference Description Amount

City Council approved Resolution 280-19 Authorizing and directing the Mayor to execute Amendment No. 2 to Agreement No. LP36011 Between Florida Department of Environmental Protection and City of Cape Coral, providing for \$3,000,000 in additional funding and a revision in the scope of work and an Extension of the Agreement for the "Cape Coral Reclaimed Water Transmission Main Caloosahatchee River Crossing Project"; Department: Utilities; Additional Grant Value: \$3,000,000

Increase Sources: Grant 3,000,000
Increase Uses: Capital Outlay 3,000,000

#### **Other Adjustments**

J24c

#### J23 General Fund - No change in Budget

#### Capital Projects Fund - Academic Village increase in Budget

Final payment to LPI Wetland Mitigation Bank. Payment was budget in FY 2020

however, payment made in FY 2019 to begin work in FY 2019

Decrease Uses: Fund Balance (403,040)
Increase Uses: Transfer Out 403,040
Increase Sources: Transfer In 403,040
Increase Uses: Capital Outlay 403,040

#### J24 Special Revenue - Community Development Block Grant (CDBG) Fund - Increase in Budget

City Council accepted the Community Development Block Grant (CDBG) Entitlement

J24a Program for the 2018-2019 One Year Action Plan.

Increase Sources: Intergovernmental Federal Grant Revenue 338,796
Increase Uses: Operating Expenditures 338,796

Funding available to sponsor the City of Cape Coral's Local Housing Assistance Program for the State fiscal years 2016-2019. Limits are provided by US HUD and

**J24b** published by the Florida Housing Finance Corporation.

Increase Sources: Miscellaneous Revenue 1,260,586
Increase Uses: Operating Expenditures - Direct Program 1,260,586

To record recaptured funds that have resulted from the sale of properties that the City bought, rehabilitated, and then resold. The funds are reinvested back into the program.

Increase Sources: Miscellaneous Revenue339,398Increase Uses: Operating Expenditures - Grant Administration67,879Increase Uses: Operating Expenditures - Direct Program271,519

#### J25 Special Revenue - State Housing Initiative Partnership Grant (SHIP) - Increase in Budget

To record recaptured funds that have resulted from the sale of properties that the City bought, rehabilitated and then resold. The funds are reinvested back into the program.

Increase Sources: Miscellaneous Revenue75,319Increase Uses: Operating Expenditures - Grant Administration3,582Increase Uses: Operating Expenditures - Direct Program71,737

=	
nce Description	Amount

J25b	To record recaptured funds that have resulted from the sale of properties that the City bought, rehabilitated and then resold. The funds are reinvested back into the program. Increase Sources: Miscellaneous Revenue Increase Uses: Operating Expenditures - Grant Administration Increase Uses: Operating Expenditures - Direct Program	38,270 1,913 36,357
J25c	To record recaptured funds that have resulted from the sale of properties that the City bought, rehabilitated and then resold. The funds are reinvested back into the program. Increase Sources: Miscellaneous Revenue Increase Uses: Operating Expenditures - Grant Administration Increase Uses: Operating Expenditures - Direct Program	33,966 1,698 32,268
J25d	To record recaptured funds that have resulted from the sale of properties that the City bought, rehabilitated and then resold. The funds are reinvested back into the program. Increase Sources: Miscellaneous Revenue Increase Uses: Operating Expenditures - Grant Administration Increase Uses: Operating Expenditures - Direct Program	6,154 308 5,846
J25e	To record recaptured funds that have resulted from the sale of properties that the City bought, rehabilitated and then resold. The funds are reinvested back into the program. Increase Sources: Miscellaneous Revenue Increase Uses: Operating Expenditures - Grant Administration Increase Uses: Operating Expenditures - Direct Program	8,475 424 8,051
J26	Special Revenue - HUD Neighborhood Stabilization Program - Increase in Budget  To record recaptured funds that have resulted from the sale of properties that the City bought, rehabilitated and then resold. The funds are reinvested back into the program. Increase Sources: Miscellaneous Revenue Increase Uses: Operating Expenditures - Grant Administration Increase Uses: Operating Expenditures - Direct Program	274,191 27,420 246,771
J27	Special Revenue - Residential Construction Mitigation Program - Increase in Budget  To record recaptured funds that have resulted from the sale of properties that the City bought, rehabilitated and then resold. The funds are reinvested back into the program. Increase Sources: Miscellaneous Revenue Increase Uses: Operating Expenditures - Direct Program	6,676 6,676
J28	General Fund - Police Grant - Increase in Budget Awarded BVP Grant to reimburse bullet proof vests. 50% City Match. Increase Sources: Intergovernmental Federal Grant Revenue Increase Uses: Operating Expenditures	3,764 3,764
J29	General Fund - Police Grant - Increase in Budget	

	nce Description	Amount
	Awarded 2019 Drug Recognition Expert (DRE) Call-Out reimbursement for overtime	
	related to conducting a qualified drug influence evaluation.	
	Increase Sources: Intergovernmental Federal Grant Revenue	2,020
	Increase Uses: Personnel Expenditures	2,020
J30	General Fund - Police Grant - Increase in Budget	
	Awarded Edward Byrne Memorial Justice Assistance Grant (JAG) Program for FY16/17, to purchase portable radios.	
	Increase Sources: Intergovernmental Federal Grant Revenue	17,219
	Increase Uses: Operating Expenditures	17,219
J31	General Fund - Fire Grant - Increase in Budget	
	City Council approved Resolution 164-17 for a Hearing Impaired Smoke Alarm Program. Reclassify program from general ledger to grant ledger	
	Decrease Sources: Grant Revenue	153,480
	Decrease Uses: Operating	153,480
J32	Capital Projects Fund - Fire - Decrease in Budget	
	Reconciling Fire Capital Projects from prior years	
	Decrease Sources: Reserves	(1,142,989)
	Decrease Uses: Capital Outlay	(1,142,989)
J33	Capital Projects Fund - Governmental - No Change in Budget	
	Adjusting FY 2019 Budget Amendment #1 Transfer In to correct business unit	
	Decrease Uses: Transfer In	(2,256,109)
	Increase Uses: Transfer In	2,256,109
J34	General Fund - Police Grant - Decrease in Budget	
	FY 2019 Grant Budget was recognized in FY 2018, removing duplicate	
	Decrease Sources: Grant	(91,728)
	Decrease Uses: Payroll	(91,728)
J35	Capital Project Fund - Public Works	
	Santa Barbara Capital Project funding 2015 Special Obligation Refinance Revenue Bond	
	Decrease Uses: Capital	(2,894,882)
	Increase Uses: Transfer Out	2,894,882
J36	Transportation Capital Projects	
	Additional lanes Old Burnt Store Tropicana Nelson for UEP N2 UEP approved in Resolution 131-17	
	Increase Sources: Transfer In	756,433
	Increase Uses: Capital Outlay	756,433
	Increases Uses: Transfer Out	756,433
	Decrease Uses: Reserves	(756,433)
	Sidewalk Recovery of damages Inland Marine Arrow Sign	
	Increase Sources: Insurance Claim	4,523
	Increase Uses: Equipment	4,523
J37	Governmental Capital Projects	
		10

Referer	ice Description	Amount
	Capture insurance revenue received: SE 47th Terrace Damage, Mastec Directional Drilling	
	Increase Sources: Misc.	7,927
	Increase Uses: Capital Outlay	7,927
J38	Enterprise Fund - Water and Sewer Capital Projects - Increase in Budget	
	Increase Sources: Transfer In from Water & Sewer Operation & CFEC Fees Increase Uses: Reserves	13,150,000 13,150,000
	SUBTOTAL CAPITAL PROJECT & MULTI-YEAR BUDGETS CHANGES	
	Sources	40,777,116
	Uses	40,777,116
	OPERATING BUDGET	
	reviously Approved by City Council uncil Approved November 19, 2018	
B1	Debt Service Fund - Increase in Budget	
	City Council approved Resolution 18-19 Purchase of Capital Equipment, Capital	
	Improvements and product/Goods for the City's Parks and Recreation General Obligation Bond	
	Increase Sources: Debt Proceeds	10,200,000
	Increase Uses: Debt Payment	161,860
	Increase Uses: Transfer Out	5,363,759
	Increase Uses: Fund Balance	4,674,381
-	uncil Approved - March 18, 2019	
B2	General Fund -Parks & Recreation - Increase in Budget	
	City Council approved acceptance of FY 2019-2020 Lee County Tourist Development Grant Resolution 55-19 Total Grant \$211,300) Beach and Shoreline Grant for Beach Park Facility Maintenance for the Yacht Club Community Park Beach, Four Mile Cove Ecological Park, Sirenia Vista Park, and the Glover Bight Boardwalk (\$140,000), and for the purchase of a vehicle (\$35,000) and two utility carts (\$36,300) for use at all four parks. Adjust budget to grant awarded	
	Increase Sources: Local Grant	71,300
	Increase Uses: Capital Outlay	71,300
•	uncil Approved May 6, 2019	
B3	General Fund - Government Services - Increase in Budget	
	City Council approved Resolution 92-19, 5.6.2019 Cape Coral Community Foundation	
	donation of \$8,200 for bike racks in South Cape(Bike/Pedestrian) Increase Sources: Donations	8,200
	Increase Uses: Operating	8,200
B4	Enterprise Fund - Utilities - No change in Budget City Council approved Resolution 67-19 Purchase of Capital Vehicle, Crane Truck Dollar value of \$132,474	
	Decrease Uses: Fund Balance	(132,474
	Increase Uses: Capital	132,474

**Reference Description Amount** 

#### City Council Approved May 13, 2019

#### **B5** General Fund - Fire - Increase in Budget

City Council approved Resolution 97-19 to add six additional Full Time Equivalent

Firefighters.

Increase Uses: Personnel Expenditures 464.430 Decrease Uses: Fund Balance (464,430)

#### City Council Approved June 3, 2019

#### Special Revenue Fund - Police Impact Fee - No change in Budget **B6**

Resolution 108-19 Approve the use of Police Impact Fee Fund Balance to fund the Design of the Police Department Gun Range at an estimated total dollar value of \$650,000. The corresponding contract will be brought forward, for approval, at a later Council meeting after the procurement is completed; Department: Police Department;

Estimated Dollar Value \$650,000; (Impact Fee Reserve Fund)

Decrease Uses: Fund Balance (650.000)Increase Uses: Operating 650,000

#### **B7** Enterprise Revenue Fund - P&R Yacht Basin - No change in Budget

Resolution 110-19 Approve the use of \$15,000 from the Yacht Basin Enterprise Fund for the inspection of 580 linear feet of seawall at the Cape Coral Yacht Club (north and east of the boat ramp parking) and the review of a report/inspection of 585 feet of seawall east of the Harbor Master's office; Department: Public Works; Dollar Value \$15,000;

(Yacht Basin Enterprise Fund

Decrease Uses: Fund Balance (15,000)Increase Uses: Operating 15,000

#### City Council Approved July 22, 2019

**B8** General Fund - Parks and Recreation - No change in budget

> Special Revenue - Parks and Recreation Art Studio - Increase in Budget Resolution 140-19 Approve the use of General Fund Fund Balance to fund the construction of the Jean Inman Sculpture Pavilion, at an estimated total dollar value of \$24,959; Department: Parks and Recreation; Estimated Dollar value \$24,959; (General Fund Fund Balance)

Decrease Uses: Reserve (24,959)Increase Uses: Transfer Out 24,959 Increase Sources: Transfer In 24,959 Increase Uses: Capital Outlay 24,959

#### Other Adjustments

#### **B9 Enterprise Fund - Yacht Basin - No Change in Budget**

City Council approved Resolution 107-18 Funding for Yacht Club Pool Gatehouse and Yacht Club Beach Pavilion from Yacht Basin Fund Balance. Adjustment to the carryover amount.

Decrease Uses: Fund Balance (15,000)Increase Uses: Operating 15,000

#### **B10** Special Revenue - Waterpark - Increase in Budget

Reference Description Amount

	Waterpark received reimbursement for painting of Pirates Cove \$18,474	
	Waterpark received reimbursement from W&S overpayment \$236,848 in FY 2018	
	Budget posted in FY 2018 BA#2 to cover insurance claim of \$229,566. Reimbursing	
	Waterpark from General Fund amount paid for insurance.	
	Reimbursement to be used for repairs, maintenance and Lazy River	
	Increase in Sources: Reimbursement	18,474
	Increase in Sources: Transfer in	236,848
	Increase in Uses: Operating	255,322
	General Fund - No Change in Budget P&R & Fund Balance	
	Budget was posted in FY 2018 Actual positing was in FY 2019. General Fund will subsidize	
	Decrease in Uses: Fund Balance	(236,848)
	Increase in Uses: Transfer Out	236,848
B11	General Fund - Police - Increase in Budget	
	Proceeds from auction of WCIND boat received in FY 2018. Funds to be used for	
	replacement of boat/equipment	
	Increase Sources: Auction Proceeds	27,500
	Increase Uses: Capital Outlay	27,500
B12	General Fund - Fire - Increase in Budget	
	Fire received an Annual CERT grant for FY 2019, contract dated December 10, 2018	
	Increase Sources: Grant Revenge	5,000
	Increase Uses Operation	5,000
B13	General Fund - Fire - Decrease in Budget	
	City Council approved Resolution 164-17 for a Hearing Impaired Smoke Alarm Program.	
	Reclassify program from general ledger to grant ledger	
	Decrease Sources: Grant Revenue	(153,480)
	Decrease Uses: Operating	(153,480)
B14	General Fund - Fire - Increase in Budget	
	Fire received insurance check to replace a SUV that was involved in an accident.	
	Auction proceeds will be used to make up the difference.	
	Increase Sources: Insurance	29,500
	Increase Sources: Auction Proceeds	13,427
	Increase Uses: Capital Outlay	42,927
B15	General Fund - Government Services Wellness - Increase in Budget	
	Administrative agreement with Blue Cross Blue Shield of Florida has been modified	
	effective January 1, 2019. Florida Blue agrees to pay Wellness contribution \$150,000	
	annually. This is a \$100,000 increase	
	Increase in Sources: Miscellaneous Revenue	100,000
	Increase in Uses: Operating	100,000
B16	Enterprise Fund - Yacht Basin - No Change in Budget	
	Resolution 107-18 funding for the Yacht Club Pool, Gatehouse and the Yacht Club	
	Beach Pavilion Roof. \$38,000 was not carried forward in Budget Amendment #1.	
	Decrease Uses: Reserves	(38,000)

Increase Uses: P&R - Transfer out

Reference Description Amount

Reference Description	Amount
Increase Uses: Operating	38,000
Miscellaneous Adjustments to Correct Budget Overages	
B17 General Fund	
General Fund Revenue- Increase in Budget	
Increase Sources: Charge for Service (Passport)	7,000
Decrease Sources: Charge for Service (Fire)	(1,500)
Increase Sources: Intergovernmental (Hurricane Irma)	9,656,421
Increase Sources: Internal Service Charge (Charter School)	587,200
Increase Sources: Miscellaneous (Donation Bike Ped)	900
Increase Sources: Miscellaneous (Algae Bloom)	140,000
Increase Sources: Miscellaneous (Hurricane Irma)	33,896
Increase Sources: Miscellaneous ( Police Explorer)	28,400
Increase Sources: Miscellaneous ( Police Project Lifesaver)	6,450
Increase Sources: Miscellaneous (Police Recovery Insurance)	7,014
Increase Sources: Interfund Transfer Sale of Asset	33,000
Increase Sources: Interfund Transfer Sale of Asset	16,400
Increase Sources: Interfund Transfer Sale of Asset	7,650
Increase Sources: Interfund Transfer Sale of Asset	2,262
Increase Sources: Interfund Transfer Sale of Asset	3,000
Increase Sources: Interfund Transfer Sale of Asset Increase Sources: Transfer In Road Impact	10,000 32,000
General Fund Reallocated Funds Between Various Department to Cover Budg Government Services	et Overages
Increase Uses: Reserves	(6,546,644)
Increase Uses: Reserves Disaster Reserves	4,000,000
Increase Uses: Reserves Hurricane Irma	9,656,421
Increase Uses: Government Services - (Payroll UAAL, Charter School, Hurricane Irr	
Algae Bloom, Transfer out to City Centrum, Academic Village)	1,208,191
Increase in Uses: Government Services Operating Bike Ped	900
Increase Uses: Transfer Out to CRA	281,796
Increase Uses: Transfer Out to False Alarm	57,036
Increase Uses: Transfer Out to City Centrum	20,000
Increase Uses: City Clerk- Passport Revenue and Operating	7,000
Increase Uses: DCD - Auction proceeds to purchase vehicle from Utilities	16,400
Increase Uses: Fire - Payroll, Operating and Capital	977,500
Decrease Uses: Police - Operating	(15,172)
Increase Uses: Police - Transfer out	4,112
Increase Uses: Police - Transfer out	29,000
Decrease Uses: PW - Capital Outlay	(24,135)
Increase Uses: PW - Transfer out	27,935
Increase Uses: PW - Transfer out	(3,800)
Decrease Uses: P&R - Payroll, Operating & Capital	(43,325)
Increase Uses: P&R - Transfer out	2,262
Increase Uses: P&R - Transfer out	18,275
Increase Uses: P&R - Transfer out	22,788
Increase Uses: P&R - Transfer out	246,953
DOD TO COL	240,000

393,000

#### FY 2019 Budget Amendment #2 Attachment B to Ordinance 53-19

Referen	ce Description	Amount
	Increase Uses: P&R - Transfer out	250,000
B18	Special Revenue	
B18a	City Centrum - Increase in Budget	
	Increase Sources: Transfer in	20,000
	Increase Uses: Operating	20,000
B18b	Seawall Assessment - Increase in Budget	
	Increase Sources: Miscellaneous	100
	Increase Uses: Operating	100
B18c	Building - Increase in Budget	
	Increase Sources Permits	1,103,000
	Increase Uses: Payroll, Operating, Capital, Transfer out, Reserves	1,103,000
B18d	All Hazards - Decrease in Budget	
	Decrease Sources: Ad Valorem	(70,000)
	Decrease Sources: Transfer in	29,000
	Decrease Uses: Payroll, Operating Capital	(205,000)
	Increase Uses: Transfer out	33,000
	Increase Uses: Reserves	131,000
B18e	Fire Impact - Increase in Budget	
	Increase Sources: Impact Fees	300,000
	Increase Uses: Capital Outlay	27,000
	Increase Uses: Reserves	273,000
B18f	Alarm Fee - Decrease in Budget	
	Decrease Sources: Charge for Service	(70,000)
	Decrease Sources: Transfer in	57,036
	Decrease Uses: Payroll, Operating Capital	(800)
	Increase Uses: Reserves	(12,164)
B18g	Police Confiscation State - Increase in Budget	
	Increase Sources: Fines	7,500
	Increase Uses: Operating	7,500
B18h	Police Do The Right Thing - Increase in Budget	
	Increase Sources: Miscellaneous	9,800
	Increase Uses: Operating	10,500
	Increase Uses: Reserves	(700)
B18i	P&R Golf Course - Increase in Budget	
	Decrease Sources: Charges for Service - Cart Rental	(192,500)
	Decrease Sources: Charges for Service - Greens Fee	(16,700)
	Decrease Sources: Misc. Donations	(20,000)
	Increase Sources: Misc. Auction Proceeds	10,379
	Increase Uses: Payroll	26,700
	Decrease Uses: Capital Outlay	(10,818)
	Increase Uses: Transfer Out	12,250 15
		13

Referen	ce Description	Amount
	Increase Sources: Transfer in General Fund	246,953
B18j	P&R Waterpark - No Change in Budget	
	Decrease Sources: Charges for Service	(393,000)
	Increase Sources: Transfer in General Fund	393,000
B18k	P&R Programs - Increase in Budget	
	Decrease Sources: Charges for Service	(270,500)
	Increase Sources: Interfund Transfer Sale of Asset	18,275
	Increase Sources: Transfer in General Fund	250,000
	Decrease Uses: Capital	(5,225)
	Increase Uses: Transfer out Sale of Asset	3,000
B18I	Community Redevelopment Area (CRA) - Increase in Budget	
	Increase Sources: Transfer in	281,796
	Increase Uses: Reserves	281,796
B18m	Road Impact Fees - No Change in Budget	
	Decrease Uses: Reserves	(101,000)
	Increase Uses: Operating	69,000
	Increase Uses: Transfer out	32,000
B19	Capital Project to Debt	
	Santa Barbara Capital Project funding 2015 Special Obligation Refinance Revenue Bon	d
	Increase Sources: Transfer in	2,894,882
	Increase Uses: Debt	2,894,882
	Increase Uses: Transfer out	1,899,453
	Descries Uses: Reserves	(1,899,453)
	Increase Sources: Transfer in	1,899,453
	Increase Uses: Debt	1,899,453
	Issuance of 2018 Special Obligation Debt for construction of Fire Station and CRA	
	Streetscape. Adjusting correct business units	(0.00, 0.00)
	Decrease Sources: Transfer in	(929,893)
	Decrease Uses: Debt	(929,893)
	Increase Sources: Transfer in	929,893
	Increase Sources: Debt	929,893
B21	Enterprise Fund Utilities	
B21a	Increase Sources: Misc. Insurance Recovery	7 744
	Increase Sources: Misc. Miscrafice Recovery Increase Sources: Transfer in from General Fund Police Capital Asset	7,744
	Increase Sources: Transfer in from Special Revenue Building Capital Asset	4,112 20,000
	Increase Sources: Transfer in Horn Special Nevertice Building Capital Asset	16,400
	Increase Sources: Transfer in General Fund Public Works Capital Asset	
	Increase Sources: Transfer in General Fund Fublic Works Capital Asset	27,935 4,600
	Increase Sources: Transfer In Special Revenue Golf Course Capital Asset	996,200
	Increase Uses: Payroll, Operating and Capital	2,802,744
	Increase Uses: Fransfer Out - W&S Capital Projects	13,150,000
	Increase Uses: Transfer Out	10,000
		16,000

Reference	ce Description	Amount
	Increase Uses: Transfer Out	16,400
	Increase Uses: Transfer Out	20,000
	Increase Uses: Transfer Out	980,000
	Increase Uses: Reserves	4,112
	Increase Uses: Reserves	20,000
	Increase Uses: Reserves	27,935
	Increase Uses: Reserves	(16,400)
	Increase Uses: Reserves	4,600
	Decrease Uses: Reserves	(2,808,800)
	Decrease Uses: Reserves	(7,744)
	Decrease Uses: Reserves	(13,150,000)
B21b	Stormwater - Increase in Budget	
	Increase Sources: Transfer In - Sale of Asset	22,788
	Increase Uses: Reserves	22,788
B21c	Yacht Basin - No Change in Budget	
	Decrease Uses: Reserves	(14,000)
	Increase Uses: Operating	14,000
B22	Internal Service Fund	
	Self Insurance - Decrease in Budget	
	Decrease Sources: Internal Service Charge	(3,500,000)
	Decrease Uses: Reserves	(3,500,000)
B23	Charter School Operating Fund - Increase in Budget	
	The Charter School Governing Board approved their adopted operating budget of \$32,402,716. Budget Amendment #1 had an increase of \$2,281,672. BA#2 increases the amended budget by \$1,147,541 to \$35,831,929.	
	Increase Sources: Balance Brought Forward	(422,571)
	Increase Sources: Intergovernmental FEFP	1,403,018
	Increase Sources: Intergovernmental Capital Outlay	(167,316)
	Increase Sources: Intergovernmental Other Internal Service Fund	-
	Increase Sources: Charges for Service	98,123
	Increase Sources: Miscellaneous Revenue	236,287
	Decrease Uses: Payroll	(335,810)
	Increase Uses: Operating	(306,181)
	Increase Uses: Capital Outlay	(1,826)
	Increase Uses: Debt Service	7,188
	Increase Uses: Fund Balance	1,784,170
	SUBTOTAL OPERATING BUDGET CHANGES	
	Sources	26,387,615
	Uses	26,387,615
	TOTAL DUDGET AMENDMENT #0	
	TOTAL BUDGET AMENDMENT #2	67 464 704
	Sources Uses	67,164,731 67,164,731
	U3C3	01,104,131

	GENERAL FUND	SPECIAL REVENUE	DEBT SERVICE	CAPITAL PROJECT	ENTERPRISE FUNDS	INTERNAL SERVICE	Т	OTAL ALL FUNDS
SOURCE OF FUNDS								
Estimated Revenue								
Taxes								
	\$ -	\$ (70,000) \$	- 9	-	\$ -	\$	- \$	(70,000)
Subtotal Taxes	<u>-</u>	(70,000)	<u>-</u>	<u>-</u>	-		-	(70,000)
Sales and Use Taxes								
Outstand Color and the Tours	<u> </u>	-	-	-	<u> </u>			<u>-</u>
Subtotal Sales and Use Taxes	-	-	-	-	-		-	-
Licenses, Permits, Franchise, & Special Assessments								
Special Revenue Fund Building additional permits (B18)	-	1,103,000	-	-	-		-	1,103,000
Special Revenue Fund Fire Impact Miscellaneous adjustments additional permits (B18)	- -	300,000	-	-	-		-	300,000
Subtotal Licenses, Permits, Franchise, & Special Assessments	-	1,403,000	-	-	-		-	1,403,000
Charges for Service								
General Fund Miscellaneous Adjustment - Charge for Service Passport (B17)	7,000	-	_	-	_		-	7,000
General Fund Miscellaneous Adjustment - Fire Safety (B17)	(1,500)	-	-	-	-		-	(1,500)
Special Revenue Fund Alarm Fee Miscellaneous adjustment fees under projection General Fund Transfe	-	(70,000)	-	-	-		-	(70,000)
Special Revenue Fund: P&R Golf Course adjust to cover budget overages (B18)	-	(209,200)	-	-	-		-	(209,200)
Special Revenue Fund: P&R Waterpark adjust to cover budget overages (B18)	-	(393,000)	-	-	-		-	(393,000)
Special Revenue Fund: P&R P&R Programs adjust to cover budget overages (B18)	-	(270,500)	-	-	-		-	(270,500)
Charter School Fund (B24)	-	-	-	-	98,123		-	98,123
Subtotal Charges for Service	5,500	(942,700)	-	-	98,123		-	(839,077)
Intergovernmental Revenues								
General Fund P&R - Lee County Tourist Development (TDC) Grant adjust to awarded (J10)	(3,362)	-	-	-	-		-	(3,362)
Capital Projects Fund Public Works- Shared-Use Non-Motorized (SUN) Trail and State of Florida (FDOT	-	-	_	5,297,641	_		-	5,297,641
Enterprise Funds - Stormwater Capital Projects Grant & Match UEP North (J16)	-	-	_	-	310,000		-	310,000
General Fund Police - Edward Byrne Memorial Justice Assistance (JAG) Grant (J18)	42,300	-	-	-	-		-	42,300
Enterprise Funds - W&S Capital Project Florida Department of Environmental Protection Grant Reclaime	-	=	-	-	3,000,000		-	3,000,000
Special Revenue Fund CDBG Fund - Recaptured Funds for redistribution (J24)	-	1,938,780	-	-	-		-	1,938,780
General Fund Police - BVP Grant for bullet proof vest (J28)	3,764	-	-	-	-		-	3,764
General Fund Police - 2019 Drug Recognition Expert (DRE) Grant (J29)	2,020	-	-	-	-		-	2,020
General Fund Police - Edward Byrne Memorial Justice Assistance (JAG) Grant (J30)	17,219	=	-	-	-		-	17,219
General Fund Fire - Hearing Impaired Smoke Alarm Program Grant (J31)	153,480	-	-	-	-		-	153,480
General Fund Police - Grant was recognized in FY 2018 adjust to award (J34)	(91,728)	-	-	-	-		-	(91,728)
General Fund P&R - Lee County Tourist Development Grant (TDC) purchase of vehicle (B2)	71,300	-	-	-	-		-	71,300
General Fund Fire - Annual CERT Grant for FY 2019 (B12)	5,000	-	-	-	-		-	5,000
General Fund Fire - Hearing Impaired Smoke Alarm Program Grant (B13)	(153,480)	-	-	-	-		-	(153,480)
General Fund Miscellaneous Adjustment - Hurricane Irma (B17) Charter School Fund (B24)	9,656,421 -	- -	-	-	1,235,702		-	9,656,421 1,235,702
Subtotal Intergovernmental Revenues	9,702,934	1,938,780	-	5,297,641	4,545,702		-	21,485,057
Fines & Forfeitures								
Special Revenue Fund Police Confiscation State - Miscellaneous Adjustment - (B18)	-	7,500	-	-	-		-	7,500
Subtotal Fines & Forfeitures	-	7,500	-	-	-		-	7,500

	GENERAL	SPECIAL	DEBT	CAPITAL	ENTERPRISE	INTERNAL	TOTAL ALL
	FUND	REVENUE	SERVICE	PROJECT	FUNDS	SERVICE	FUNDS
Special Revenue Fund State Housing Initiative Partnership Grant (SHIP) Fund - Recaptured Funds (J25)	-	162,184	-			-	162,184
Special Revenue Fund HUD Neighborhood Stabilization Fund - Recaptured Funds (J26)	-	274,191	-	-	-	-	274,191
Special Revenue Fund Residential Construction Mitigation Program (RCMP) Fund - Recaptured Funds (	-	6,676	-	-	-	-	6,676
General Fund Governmental Capital Projects - SE 47 Terrace Damage Insurance reimbursement (J37)	-	_	-	7,927	-	-	7,927
Enterprise Fund W&S Capital Projects - SE 47 Terrace Damage Insurance reimbursement (B21)	-	_	-	-	7,744	-	7,744
General Fund Government Services - Bike/Pedestrian donation (B3)	8,200	-	-	-	-	-	8,200
General Fund & Special Revenue Waterpark - Vendor reimbursement and General Fund Transfer repair:	-	18,474	-	-	-	-	18,474
General Fund Police - Auction proceeds from WCIND boat (B11)	27,500	-	-	-	-	-	27,500
General Fund Fire - Auction and Insurance proceed to replace SUV (B14)	29,500	_	_	_	_	_	29,500
General Fund Fire - Auction and Insurance proceed to replace SUV (B14)	13.427	_	_	_	_	_	13,427
General Fund Government Services - BCBS of Florida Wellness Program (B15)	100,000	_	_	_	_	_	100,000
General Fund Miscellaneous Adjustment - Donation Bike/Ped) (B17)	900	_	_	_	-	_	900
General Fund Miscellaneous Adjustment - Algae Bloom (B17)	140,000	_	_	_	_	_	140,000
General Fund Miscellaneous Adjustment - Hurricane Irma (B17)	33,896	_	_	_	_	_	33,896
General Fund Miscellaneous Adjustment - Police Explorer (B17)	28,400	_	_	_	_		28,400
General Fund Miscellaneous Adjustment - Police Explorer (B17)	6,450	<del>-</del>	_	-	-	-	6,450
	7,014	-	-	-	-	-	
General Fund Miscellaneous Adjustment - Police Recovery Insurance (B17)	7,014	400	-	-	-	-	7,014
Special Revenue Fund Seawall Fund - Miscellaneous Adjustment (B18)	-	100	-	-	-	-	100
Special Revenue Fund Police Dot the Right Thing Fund - Miscellaneous Adjustment (B18)	-	9,800	-	-	-	-	9,800
Special Revenue Fund: P&R Golf Course adjust to cover budget overages (B18)	-	(9,621)	-		-	-	(9,621
Capital Projects Fund PW Sidewalks Miscellaneous Adjustments (B19)	-	-	-	4,523	-	-	4,523
Charter School Fund (B24)	-	-	-	-	236,287	-	236,287
ototal Miscellaneous Revenue	395,287	461,804	<u> </u>	12,450	244,031	<u>-</u>	- 1,113,572
	030,201	401,004		12,400	244,001		1,110,072
censes & Permits	-	-	-	-	-	-	-
ternal Service Charges Internal Service Fund Self Insurance Miscellaneous adjustments (B23)						(3,500,000)	(3,500,000
	587,200	-	-	-	-	(3,300,000)	587,200
General Fund Miscellaneous Adjustment - Charter School Bus Maintenance (B17)	567,200	-	-	-	-	-	567,200
btotal Internal Service Charges	587,200	-	-	-	-	(3,500,000)	(2,912,800)
tal Estimated Revenue	10,690,921	2,798,384		5,310,091	4,887,856	(3,500,000)	20,187,252
ansfers In							
Capital Projects Fund - P&R Park GO Bond (J1)	-	-	-	5,363,759	-	-	5,363,759
Enterprise Funds - W&S Capital Projects Spot Paving (J2)	-	-	-	-	3,850	-	3,850
Special Revenue Five Cent Gas Tax - Capital Projects Fund Sign Shop (J3)	-	-	-	357,053	-	-	357,053
Enterprise Funds Stormwater - Capital Projects Fund Sign Shop (J3)	-	-	-	168,070	-	-	168,070
General Fund Government Service - Public Works Capital Projects Fund Tree Replacement Del Prado E	-	-	-	142,940	-	-	142,940
General Fund Fire - Fire Station #2 Construction Manager at Risk Phase 1 (J5)	-	-	-	50,000	-	-	50,000
Enterprise Funds - W&S Capital Projects Palm Tree Control System Upgrade (J6)	_	_	_	· -	563.750	_	563,750
Enterprise Funds - W&S Capital Projects Force main replacement (J7)	_	_	_	_	2.338.090	_	2,338,090
Enterprise Funds - W&S Capital Projects Galvanized Pipe replacement (J8)	_	_	_	_	1,498,534	_	1,498,534
Enterprise Funds - W&S Capital Projects IRR-3 SW 5MG Storage tank & Pump (J9)	_	_	_	_	1,193,026	_	1,193,026
General Fund Government Service - SE 47th Terrace License Plate Reader (J12)	_	_	_	101,445	1,133,020		101,445
Enterprise Funds - W&S Capital ProjectsADM-15 Portable Water Infrastructure (J11)	-	<del>-</del>	_	101,443	175,052	-	175,052
	-	-	-	-	175,052	-	
Special Revenue Six Cent Gas Tax - Capital Projects Road Resurfacing (J13)	-	-	-	511,459		-	511,459
Enterprise Funds - W&S Capital Projects Road Resurfacing (J13)	-	-	-	-	8,305	-	8,305
Enterprise Fund: Stormwater Operations transferring for Drainage Improvement in UEP N2 (J17)	-	-	-	-	-	-	-
Special Revenue Six Cent Gas Tax - Capital Projects Road Resurfacing Phase II (J15)	-	-	-	1,784,002	-	-	1,784,002
Enterprise Funds - W&S Capital Projects Road Resurfacing Phase II (J15)	-	-	-	-	248,050	-	248,050
Enterprise Funds - Stormwater Capital Projects Grant & Match UEP North (J16)	-	-	-	-	310,000	-	310,000
Enterprise Funds - W&S Capital Projects SW RO Plant Roadway Resurface (J17)	-	-	-	-	248,050	-	248,050

#### SUMMARY OF FY 2019 BUDGET AMENDMENT #2 CHANGES AS PER ORDINANCE 53-19

	GENERAL FUND	SPECIAL REVENUE	DEBT SERVICE	CAPITAL PROJECT	ENTERPRISE FUNDS	INTERNAL SERVICE	TOTAL ALL FUNDS
Establish Clarks Wee Carled Decises Water Declaration Facility Clarks and Duck Declaration					4 400 047		4 400 04
Enterprise Funds - W&S Capital Projects Water Reclamation Facility Clarifier and Duck Replacement (J' Enterprise Funds - W&S Capital Projects Alley Resurfacing (J20)	-	-	-	-	1,109,847 9,735	-	1,109,847 9,735
General Fund Government Service - Academic Village wetland maintenance (J21)	-	-	-	300,000	9,735	-	300,000
g ,	-	-	-	403.040	-	-	403.040
General Fund Government Service - Academic Village Wetland Mitigation (J23)	-	-	-	,	-	-	, -
General Fund Government Service - Capital Projects Fund adjust transfer in from BA#1 (J33)	-	-	-	(2,256,109)	-	-	(2,256,109
General Fund Government Service - Capital Projects Fund adjust transfer in from BA#1 (J33)	-	-	-	2,256,109	-	-	2,256,109
General Fund Public Works Capital Projects Santa Barbara funding 2018 Special Obligation Bond (J35)	-	-	-		-	-	
General Fund PW Capital Projects Six Cent Gas Tax - Additional lanes Old Burnt Store, Tropicana, Nels	-	-	-	756,433	-	-	756,433
Enterprise Fund W&S Capital Projects - W&S Operation and CFEC Fees (J38)	-		-	-	13,150,000	-	13,150,000
General Fund & Special Revenue Fund P&R - Art Studio Jean Inman Sculpture Pavilion (B8)	-	24,959	-	-	-	-	24,959
General Fund & Special Revenue Waterpark - Vendor reimbursement and General Fund Transfer repairs	-	236,848	-	-	-	-	236,848
General Fund Miscellaneous Adjustment - Interfund Sale of Asset (B17)	33,000	-	-	-	-	-	33,000
General Fund Miscellaneous Adjustment - Interfund Sale of Asset (B17)	7,650	-	-	-	-	-	7,650
General Fund Miscellaneous Adjustment - Interfund Sale of Asset (B17)	3,000	-	-	-	-	-	3,000
General Fund Miscellaneous Adjustment - Interfund Sale of Asset (B17)	2,262	-	-	-	-	-	2,262
General Fund Miscellaneous Adjustment - Interfund Sale of Asset (B17)	10,000	-	-	-	-	-	10,000
General Fund Miscellaneous Adjustment - Interfund Sale of Asset (B17)	16,400	-	-	-	-	-	16,400
General Fund Miscellaneous Adjustment - Government Services transfer to CRA (B17)	-	281,796	-	-	-	_	281,796
General Fund Miscellaneous Adjustment - Government Services transfer to City Centrum (B17)	-	20,000	-	-	-	-	20,000
Special Revenue Fund: All Hazards revenue & expenditures less than projections (B18)	-	29,000	_	-	-	_	29,000
Special Revenue Fund Alarm Fee Miscellaneous adjustment fees under projection General Fund Transfe	_	57,036	_	_	-	_	57,03
Special Revenue Fund: P&R Golf Course adjust to cover budget overages (B18)	_	246,953	_	_	_	_	246,95
Special Revenue Fund: P&R Waterpark adjust to cover budget overages (B18)	_	393,000	_	_	_	_	393,00
Special Revenue Fund: P&R Programs adjust to cover budget overages (B18)	_	250,000	_	_	_	_	250,000
Special Revenue Fund: Road Impact Fees Miscellaneous adjustments (B17)	32,000	200,000	_	_	_	_	32,00
General Fund P&R - Miscellaneous Adjustment - Interfund Sale of Asset (B17)	52,000	18,275	_			_	18,27
General Fund Public Works Capital Projects Santa Barbara funding 2018 Special Obligation Bond (B19)		10,270	2,894,882		_	_	2,894,882
General Fund: Debt Service 2015 Special Obligation Bond transfer from Capital Projects to pay down de	-	-	1,899,453	-	-	-	1,899,45
Debt Service Fund 2018 Special Obligation Debt for Fire Station and SE 47th Terrace funding (B20)	-	-		-	-	-	
. ,	-	-	(929,893)	-	-	-	(929,89
Debt Service Fund 2018 Special Obligation Debt for Fire Station and SE 47th Terrace funding (B20)	-	-	929,893	-	-	-	929,893
Enterprise Fund W&S - Miscellaneous adjustments (B21)	-	-	-	-	4,112	-	4,112
Enterprise Fund W&S - Miscellaneous adjustments (B21)	-	-	-	-	20,000	-	20,000
Enterprise Fund W&S - Miscellaneous adjustments (B21)	-	-	-	-	16,400	-	16,400
Enterprise Fund W&S - Miscellaneous adjustments (B21)	-	-	-	-	27,935	-	27,93
Enterprise Fund W&S - Miscellaneous adjustments (B21)	-	-	-	-	4,600	-	4,600
Enterprise Fund W&S - Miscellaneous adjustments (B21)	-	-	-	-	(3,800)	-	(3,800
Enterprise Fund W&S - Miscellaneous adjustments (B21)	-	-	-	-	1,000,000	-	1,000,000
Enterprise Fund Stormwater - Miscellaneous adjustments (B22)	-	-	-	-	22,788	-	22,788
Subtotal Transfers In	104,312	1,557,867	4,794,335	9,938,201	21,948,324	-	38,343,039
Note/Debt Proceeds							
General Fund P&R General Obligation Bond Resolution 18-19 (B1)	_	_	10,200,000	_	-	-	10,200,000
Charter School Fund (B24)	_	_	-	_	_	_	10,200,000
Onator Concort and (BE4)	_	-	-	_	_	_	
Subtotal Note/Debt Proceeds	-	-	10,200,000	-	-	-	10,200,000
Balances Brought Forward							
General Fund Fire - Capital Projects Fire Station prior year reconciliation (J32)	_	_	_	(1,142,989)	_	_	(1,142,98
Charter School Fund (B24)				(1,142,505)	(422,571)	_	(422,57
Onanto Control ( unu (D24)	-	-	-	-	(422,011)	-	(422,57
Subtotal Balances Forward	-	-	-	(1,142,989)	(422,571)	-	(1 EGE EG
Subtotal Balances Forward	-		-	(1,142,989)	(422,5/1)	-	(1,565,560

10,795,233

4,356,251

14,994,335

14,105,303

26,413,609

(3,500,000)

67,164,731

TOTAL SOURCES (REVENUES, TRANSFERS IN & BALANCES FORWARD)

	GENERAL FUND	SPECIAL REVENUE	DEBT SERVICE	CAPITAL PROJECT	ENTERPRISE FUNDS	INTERNAL SERVICE	TOTAL ALL FUNDS
Less Transfers In Net Budget Adjustment							(38,343,039) <b>28,821,692</b>
							20,021,032
USE OF FUNDS							
Estimated Expenditures: General Government							
Special Revenue Five Cent Gas Tax -Capital Projects Fund Sign Shop (J3)				357,053			357,053
Enterprise Funds Stormwater - Capital Projects Fund Sign Shop (J3)				168.070		-	168,070
General Fund Government Service - SE 47th Terrace License Plate Reader (J12)	_	<u>-</u>	_	100,070	-	_	101,445
General Fund Government Service - Academic Village wetland maintenance (J21)	_	_	_	300.000	_	_	300,000
General Fund Government Service - Academic Village Wetland Mitigation (J23)	_	_	_	403,040	_	_	403,040
General Fund P&R General Obligation Bond Resolution 18-19 (B1)	_	_	161,860	.00,0.0	_	_	161,860
General Fund Government Services - Bike/Pedestrian donation (B3)	8.200	_	-	-	_	_	8,200
General Fund Government Services - BCBS of Florida Wellness Program (B15)	100,000	-	-	-	-	_	100,000
General Fund Miscellaneous Adjustment - Government Services (B17)	1,209,091	-	-	-	-	_	1,209,091
General Fund Miscellaneous Adjustment - City Clerk (B17)	7,000	-	-	-	-	-	7,000
General Fund Miscellaneous Adjustment - Government Services transfer to City Centrum (B17)	-	20,000	-	-	-	-	20,000
Special Revenue Fund Seawall Fund - Miscellaneous Adjustment (B18)	-	100	-	-	-	-	100
	-	-	-	-	-	-	-
Subtotal General Government Expenditures	1,324,291	20,100	161,860	1,329,608	<u>-</u>	<del>-</del>	2,835,859
Public Safety							
General Fund Fire - Fire Station #2 Construction Manager at Risk Phase 1 (J5)	_	_	_	50,000	_	_	50,000
General Fund Fire - Fire Station #2 Construction Manager at Risk Phase 1 (J5)	(50,000)	_	_	-	_	_	(50,000)
General Fund Police - Edward Byrne Memorial Justice Assistance (JAG) Grant (J18)	42,300	_	_	-	_	_	42,300
General Fund Police - BVP Grant for bullet proof vest (J28)	3,764	-	-	-	-	_	3,764
General Fund Police - 2019 Drug Recognition Expert (DRE) Grant (J29)	2,020	-	-	-	-	_	2,020
General Fund Police - Edward Byrne Memorial Justice Assistance (JAG) Grant (J30)	17,219	-	-	-	-	-	17,219
General Fund Fire - Hearing Impaired Smoke Alarm Program Grant (J31)	153,480	-	-	-	-	-	153,480
General Fund Fire - Capital Projects Fire Station prior year reconciliation (J32)	-	-	-	(1,142,989)	-	-	(1,142,989)
General Fund Police - Grant was recognized in FY 2018 adjust to award (J34)	(91,728)	-	-	-	-	-	(91,728)
General Fund Fire - Six additional full-time equivalent Firefighters (B5)	464,430	-	-	-	-	-	464,430
Special Revenue Fund Police Impact Fees - Design of Gun Range (B6)	-	650,000	-	-	-	-	650,000
General Fund Police - Auction proceeds from WCIND boat (B11)	27,500	-	-	-	-	-	27,500
General Fund Fire - Annual CERT Grant for FY 2019 (B12)	5,000	-	-	-	-	-	5,000
General Fund Fire - Hearing Impaired Smoke Alarm Program Grant (B13)	(153,480)	-	-	-	-	-	(153,480)
General Fund Fire - Auction and Insurance proceed to replace SUV (B14)	42,927	-	-	-	-	-	42,927
General Fund Miscellaneous Adjustment - Fire (B17)	977,500	-	-	-	-	-	977,500
General Fund Miscellaneous Adjustment - Police (B17)	(15,172)	-	-	-	-	-	(15,172)
Special Revenue Fund Building additional permits (B18)	-	283,000	-	-	-	-	283,000
Special Revenue Fund: All Hazards revenue & expenditures less than projections (B18)	-	(205,000)	-	-	-	-	(205,000)
Special Revenue Fund Fire Impact Miscellaneous adjustments additional permits (B18)	-	27,000	-	-	-	-	27,000
Special Revenue Fund Alarm Fee Miscellaneous adjustment fees under projection General Fund Transfe	-	(800)	-	-	-	-	(800)
Special Revenue Fund Police Confiscation State - Miscellaneous Adjustment - (B18)	-	7,500	-	-	-	-	7,500
Special Revenue Fund Police Dot the Right Thing Fund - Miscellaneous Adjustment (B18)	-	10,500	-	-	-	-	10,500
Cubbatal Dublic Safaty Eva anditures	1 405 700	. 770 000	-	(4.000.000)	-		4 404 074
Subtotal Public Safety Expenditures	1,425,760	772,200	-	(1,092,989)	-	-	1,104,971
Physical Environment							
Enterprise Funds - W&S Capital Projects Spot Paving (J2)	-	-	-	-	3,850	-	3,850
Enterprise Funds - W&S Capital Projects Palm Tree Control System Upgrade (J6)	-	-	-	-	563,750	-	563,750
Enterprise Funds - W&S Capital Projects Force main replacement (J7)	-	-	-	-	2,338,090	-	2,338,090
Enterprise Funds - W&S Capital Projects Galvanized Pipe replacement (J8)	-	-	-	-	1,498,534	-	1,498,534

	GENERAL	GENERAL	GENERAL SPECIAL	DEBT CAPI	CAPITAL	APITAL ENTERPRISE	INTERNAL	TOTAL ALL
	FUND	REVENUE	SERVICE	PROJECT	FUNDS	SERVICE	FUNDS	
Enterprise Funds - W&S Capital Projects IRR-3 SW 5MG Storage tank & Pump (J9)	-	-	-	-	1,193,026	-	1,193,026	
Enterprise Funds - W&S Capital ProjectsADM-15 Portable Water Infrastructure (J11)	-	-	-	-	175,052	-	175,052	
Enterprise Funds - W&S Capital Projects Road Resurfacing (J13)	-	-	-	-	8,305	-	8,305	
Enterprise Funds - W&S Capital Projects Road Resurfacing Phase II (J15)	-	-	-	-	248,050	-	248,050	
Enterprise Funds - Stormwater Capital Projects Grant & Match UEP North (J16)	-	-	-	-	310,000	-	310,000	
Enterprise Funds - Stormwater Capital Projects Grant & Match UEP North (J16)	-	-	-	-	310,000	-	310,000	
Enterprise Funds - W&S Capital Projects SW RO Plant Roadway Resurface (J17)	-	-	-	-	248,050	-	248,050	
Enterprise Funds - W&S Capital Projects Water Reclamation Facility Clarifier and Duck Replacement (J	_	_	_	_	1,109,847	-	1,109,847	
Enterprise Funds - W&S Capital Projects Alley Resurfacing (J20)	_	_	_	_	9,735	-	9,735	
Enterprise Funds - W&S Capital Project Florida Department of Environmental Protection Grant Reclaime	_	_	_	_	3,000,000	_	3,000,000	
Enterprise Fund W&S Capital Projects - SE 47 Terrace Damage Insurance reimbursement (J37)	_	_	_	_	7,744	-	7,744	
Enterprise Fund W&S purchase of vehicle, crane truck (B4)	_	_	_	_	132,474	_	132,474	
Enterprise Fund W&S - Miscellaneous adjustments (B21)		_	_	_	2,802,744	_	2,802,744	
Enterprise Fund Stormwater - Miscellaneous adjustments (B22)		_	_		22,788	_	22,788	
Enterprise Fund Gloffiwater - Miscellaneous aujustments (D22)		-	-	-	22,700	-	22,700	
	-	-	-	-	-	-	-	
Subtotal Physical Environment Expenditures	-	-	-	-	13,982,039	=	13,982,039	
Transportation								
General Fund Government Service - Public Works Tree Replacement Del Prado Extension (J4)	_	_	_	142.940	_	_	142.940	
Special Revenue Six Cent Gas Tax - Capital Projects Road Resurfacing (J13)	_	_	_	511,459	_	_	511,459	
Capital Projects Fund Public Works- Shared-Use Non-Motorized (SUN) Trail and State of Florida (FDOT	-	-	-	5,297,641	-	-	5,297,641	
	-	-	-	1.784.002	-	-		
Special Revenue Six Cent Gas Tax - Capital Projects Road Resurfacing Phase II (J15)	-	-	-	, - ,	-	-	1,784,002	
General Fund Public Works Capital Projects Santa Barbara funding 2018 Special Obligation Bond (J35)	-	-	-	(2,894,882)	-	-	(2,894,882)	
General Fund PW Capital Projects Six Cent Gas Tax - Additional lanes Old Burnt Store, Tropicana, Nels	-	-	-	756,433	-	-	756,433	
General Fund Governmental Capital Projects - SE 47 Terrace Damage Insurance reimbursement (J37)	-		-	7,927	-	-	7,927	
Special Revenue Fund: Road Impact Fees Miscellaneous adjustments (B18)	-	69,000	-	-	-	-	69,000	
Capital Projects Fund PW Sidewalks Miscellaneous Adjustments (B19)	-	-	-	4,523	-	-	4,523	
	-	-	-	-	-	-	-	
Subtotal Transportation Expenditures	-	69,000		5,610,043	-	-	5,679,043	
				.,,.			-,,-	
Economic Environment								
Special Revenue Fund CDBG Fund - Recaptured Funds for redistribution (J24)	-	1,938,780	-	-	-	-	1,938,780	
Special Revenue Fund State Housing Initiative Partnership Grant (SHIP) Fund - Recaptured Funds (J25)	-	162,184	-	-	-	-	162,184	
Special Revenue Fund HUD Neighborhood Stabilization Fund - Recaptured Funds (J26)	-	274,191	-	-	-	-	274,191	
Special Revenue Fund Residential Construction Mitigation Program (RCMP) Fund - Recaptured Funds (	-	6,676	-	-	-	-	6,676	
	-	-	-	-	-	-	-	
	-	-	-	-	-	-		
Subtotal Economic Environment Expenditures	-	2,381,831	-	-	-	-	2,381,831	
Culture/Recreation								
Capital Projects Fund - P&R GO Bond (J1)	-	-	-	5,363,759	-	-	5,363,759	
General Fund P&R - Lee County Tourist Development (TDC) Grant adjust to awarded (J10)	(3,362)	-	-	-	-	-	(3,362)	
General Fund P&R - Lee County Tourist Development Grant (TDC) purchase of vehicle (B2)	71,300	_	_	_	_	_	71,300	
Enterprise Fund Yacht Basin - 580 linear feet of Seawall (B7)	, <u>-</u>	_	_	_	15,000	_	15,000	
General Fund & Special Revenue Fund P&R - Art Studio Jean Inman Sculpture Pavilion (B8)	_	24,959	_	_		_	24,959	
Enterprise Fund Yacht Basin - Yacht Club Resolution 107-18 (B9)		24,559	<u>-</u>	<u>-</u>	15,000	<u>-</u>	15,000	
General Fund & Special Revenue Waterpark - Vendor reimbursement and General Fund Transfer repairs		255,322			10,000		255,322	
· · · · · · · · · · · · · · · · · · ·	-	200,022	-	-	38,000	-		
Enterprise Fund Yacht Basin - Yacht Club Resolution 107-18 (B16)	-	45.000	-	-	38,000	-	38,000	
Special Revenue Fund: P&R Golf Course adjust to cover budget overages (B18)	-	15,882	-	-	-	-	15,882	
Special Revenue Fund: P&R Programs adjust to cover budget overages (B18)	-	(5,225)	-	-	-	-	(5,225)	
Enterprise Fund Yacht Basin - Miscellaneous adjustments (B22)		-	-	-	14,000	-	14,000	
Charter School Fund (B24)	-	-	-	-	(643,817)	-	(643,817)	
	-	-	-	-	-	-	-	

	GENERAL FUND	SPECIAL REVENUE	DEBT SERVICE	CAPITAL PROJECT	ENTERPRISE FUNDS	INTERNAL SERVICE	TOTAL ALL FUNDS
Subtotal Culture/Recreation Expenditures	67,938	290,938	-	5,363,759	(561,817)	-	5,160,818
Subtotal Culture/Recreation Experiultures	67,936	290,936	-	5,363,759	(561,617)	-	5,160,616
Debt Service							
General Fund Public Works Capital Projects Santa Barbara funding 2018 Special Obligation Bond (B19)	-	-	2,894,882	-	-	-	2,894,882
General Fund: Debt Service 2015 Special Obligation Bond transfer from Capital Projects to pay down de	-	-	1,899,453	-	-	-	1,899,453
Debt Service Fund 2018 Special Obligation Debt for Fire Station and SE 47th Terrace funding (B20)	-	-	(929,893)	-	-	-	(929,893)
Debt Service Fund 2018 Special Obligation Debt for Fire Station and SE 47th Terrace funding (B20)	-	-	929,893	-	-	-	929,893
Charter School Fund (B24)	-	-	=	-	7,188	-	7,188
Subtotal Debt Service	-	-	4,794,335	-	7,188	-	4,801,523
Internal Services							
	-	-	-	-	-	-	-
<u> </u>	-	-	-	-	-	-	-
Subtotal Internal Services	-	-	-	-	-	-	-
Total Expenditures	2,817,989	3,534,069	4,956,195	11,210,421	13,427,410	-	35,946,084
Transfers out							
Enterprise Funds - W&S Capital Projects Spot Paving (J2)	_	_	_	_	3,850	_	3,850
Special Revenue Five Cent Gas Tax - Sign Shop (J3)	_	357,053	_	_	-	_	357,053
Enterprise Funds Stormwater - Sign Shop (J3)	_	-	_	_	168,070	_	168,070
General Fund Government Service - Public Works Tree Replacement Del Prado Extension (J4)	142,940	_	_	_	-	_	142,940
General Fund Fire - Fire Station #2 Construction Manager at Risk Phase 1 (J5)	50,000	_	_	_	_	_	50,000
Enterprise Funds - W&S Capital Projects Palm Tree Control System Upgrade (J6)		_	_	_	563,750	_	563,750
Enterprise Funds - W&S Capital Projects Force main replacement (J7)	_	_	_	_	2,338,090	_	2,338,090
Enterprise Funds - W&S Capital Projects Galvanized Pipe replacement (J8)	_	_	_	_	1,498,534	_	1,498,534
Enterprise Funds - W&S Capital Projects IRR-3 SW 5MG Storage tank & Pump (J9)	_	_	_	_	1,193,026	_	1,193,026
Enterprise Funds - W&S Capital ProjectsADM-15 Portable Water Infrastructure (J11)	_	_	_	_	175,052	_	175,052
General Fund Government Service - SE 47th Terrace License Plate Reader (J12)	101,445	_	_	_	-	_	101,445
Special Revenue Six Cent Gas Tax - Capital Projects Road Resurfacing (J13)	-	511,459	_	_	_	_	511,459
Enterprise Funds - W&S Capital Projects Road Resurfacing (J13)	_	- ,	_	_	8,305	_	8,305
Special Revenue Six Cent Gas Tax - Capital Projects Road Resurfacing Phase II (J15)	_	1,784,002	_	_	-	_	1,784,002
Enterprise Funds - W&S Capital Projects Road Resurfacing Phase II (J15)	_	-,,,,,,,,	_	_	248,050	_	248,050
Enterprise Funds - Stormwater Capital Projects Grant & Match UEP North (J16)	_	_	_	_	310,000	_	310,000
Enterprise Funds - W&S Capital Projects SW RO Plant Roadway Resurface (J17)	_	_	_	_	248,050	_	248,050
Enterprise Funds - W&S Capital Projects Water Reclamation Facility Clarifier and Duck Replacement (J'	_	_	_	_	1,109,847	_	1,109,847
Enterprise Funds - W&S Capital Projects Alley Resurfacing (J20)	_	_	_	_	9,735	_	9,735
General Fund Government Service - Academic Village wetland maintenance (J21)	300,000	_	_	_	-	_	300,000
General Fund Government Service - Academic Village Wetland Mitigation (J23)	403,040	_	_	_	_	_	403,040
General Fund Public Works Capital Projects Santa Barbara funding 2018 Special Obligation Bond (J35)	-	_	_	2,894,882	_	_	2,894,882
General Fund PW Capital Projects Six Cent Gas Tax - Additional lanes Old Burnt Store, Tropicana, Nels	_	756,433	_	2,001,002	_	_	756,433
General Fund P&R General Obligation Bond Resolution 18-19 (B1)	_	-	5,363,759	_	_	_	5,363,759
Enterprise Fund W&S Capital Projects - W&S Operation and CFEC Fees (B21)	_	_	-	_	13,150,000	_	13,150,000
General Fund & Special Revenue Fund P&R - Art Studio Jean Inman Sculpture Pavilion (B8)	24,959	_	_	_	-	_	24,959
General Fund & Special Revenue Waterpark - Vendor reimbursement and General Fund Transfer repairs	236,848	_	_	_	_	_	236,848
General Fund Miscellaneous Adjustment - Government Services transfer to False Alarm (B17)	57,036	_	_	_	_	_	57,036
General Fund Miscellaneous Adjustment - Government Services transfer to CRA (B17)	281,796				_	_	281,796
General Fund Miscellaneous Adjustment - Police transfer to W&S (B17)	4,112	- -	-	-	-	-	4,112
General Fund Miscellaneous Adjustment - Police transfer to W&S (617)  General Fund Miscellaneous Adjustment - Police transfer to Special Revenue All Hazards (B17)	29,000	-	-	-	-	-	29,000
General Fund Miscellaneous Adjustment - Interfund Sale of Asset P&R to PW (B17)	2,262	-	-	-	-	-	2,262
General Fund Miscellaneous Adjustment - Interfund Sale of Asset P&R to PW (B17)  General Fund Miscellaneous Adjustment - DCD transfer to W&S (B17)	2,262 16,400	-	-	-	-	-	16,400
General Fund Miscellaneous Adjustment - Dob transfer to W&S (B17)  General Fund Miscellaneous Adjustment - Interfund Sale of Asset (B17)	27,935	-	-	-	-	-	27,935
General Fund Miscellaneous Adjustment - Interfund Sale of Asset (617)  General Fund Miscellaneous Adjustment - Interfund Sale of Asset (B17)	(3,800)	-	-	-	-	-	(3,800)

	GENERAL	GENERAL SPECIAL		AL DEBT	CAPITAL	ENTERPRISE	INTERNAL	TOTAL ALL
	FUND	REVENUE	SERVICE	PROJECT	FUNDS	SERVICE	FUNDS	
General Fund Miscellaneous Adjustment - Government Services transfer to City Centrum (B17)	20,000	-	-	-			20,000	
General Fund P&R - Miscellaneous Adjustment - Interfund Sale of Asset (B17)	18,275	-	-	-	-	_	18,275	
General Fund P&R - Miscellaneous Adjustment - Interfund Sale of Asset (B17)	22,788						22,788	
General Fund Miscellaneous Adjustment - P&R transfer out to Golf Course (B17)	246,953	-	-	-	-	-	246,953	
General Fund Miscellaneous Adjustment - P&R transfer out to Waterpark (B17)	393,000	-	-	-	-	-	393,000	
General Fund Miscellaneous Adjustment - P&R transfer out to Programs (B17)	250,000	-	-	-	-	-	250,000	
Special Revenue Fund: All Hazards revenue & expenditures less than projections (B18)	-	33,000	-	-	-	-	33,000	
Special Revenue Fund: P&R Golf Course adjust to cover budget overages (B18)	-	7,650	-	-	-	_	7,650	
Special Revenue Fund: P&R Golf Course adjust to cover budget overages (B18)	-	4,600	-	-	-	-	4,600	
Special Revenue Fund: P&R Programs adjust to cover budget overages (B18)	-	3,000	-	-	-	-	3,000	
Special Revenue Fund: Road Impact Fees Miscellaneous adjustments (B18)	-	32,000	-	-	-	-	32,000	
Special Revenue Fund Building additional permits (B18)	-	20,000	-	-	-	-	20,000	
General Fund: Debt Service 2015 Special Obligation Bond transfer from Capital Projects to pay down de	-	-	1,899,453	-	-	-	1,899,453	
Enterprise Fund W&S Miscellaneous adjustments (B21)	-	-	-	-	16,400	-	16,400	
Enterprise Fund W&S Miscellaneous adjustments (B21)	-	-	-	-	10,000	-	10,000	
Enterprise Fund - Miscellaneous Adjustment - Interfund Sale of Asset (B21)	-	-	-	-	20,000		20,000	
Enterprise Fund W&S Miscellaneous adjustments (B21)	-	-	-	-	980,000	-	980,000	
Subtotal Transfers Out	2,624,989	3,509,197	7,263,212	2,894,882	22,050,759	<u>-</u> -	38,343,039	
Fund Balance								
Enterprise Funds - W&S Capital Projects Spot Paving (J2)	-	-	-	-	(3,850)	-	(3,850)	
Special Revenue Five Cent Gas Tax - Sign Shop (J3)	-	(357,053)	-	-	-	-	(357,053)	
Enterprise Funds Stormwater - Sign Shop (J3)	-	-	-	-	(168,070)	-	(168,070)	
General Fund Government Service - Public Works Tree Replacement Del Prado Extension (J4)	(142,940)	-	_	-	-	_	(142,940)	
Enterprise Funds - W&S Capital Projects Palm Tree Control System Upgrade (J6)	-	-	-	-	(563,750)	-	(563,750)	
Enterprise Funds - W&S Capital Projects Force main replacement (J7)	-	-	-	-	(2,338,090)	-	(2,338,090)	
Enterprise Funds - W&S Capital Projects Galvanized Pipe replacement (J8)	-	-	-	-	(1,498,534)	-	(1,498,534)	
Enterprise Funds - W&S Capital Projects IRR-3 SW 5MG Storage tank & Pump (J9)	-	-	-	-	(1,193,026)	-	(1,193,026)	
Enterprise Funds - W&S Capital ProjectsADM-15 Portable Water Infrastructure (J11)	-	-	-	-	(175,052)	-	(175,052)	
General Fund Government Service - SE 47th Terrace License Plate Reader (J12)	(101,445)	-	-	-		-	(101,445)	
Special Revenue Six Cent Gas Tax - Capital Projects Road Resurfacing (J13)	-	(511,459)	-	-	-	-	(511,459)	
Enterprise Funds - W&S Capital Projects Road Resurfacing (J13)	-	-	-	-	(8,305)	-	(8,305)	
Special Revenue Six Cent Gas Tax - Capital Projects Road Resurfacing Phase II (J15)	-	(1,784,002)	-	-	-	-	(1,784,002)	
Enterprise Funds - W&S Capital Projects Road Resurfacing Phase II (J15)	-	-	-	-	(248,050)	-	(248,050)	
Enterprise Funds - Stormwater Capital Projects Grant & Match UEP North (J16)	-	-	-	-	(310,000)	-	(310,000)	
Enterprise Funds - W&S Capital Projects SW RO Plant Roadway Resurface (J17)	-	-	-	-	(248,050)	-	(248,050)	
Enterprise Funds - W&S Capital Projects Water Reclamation Facility Clarifier and Duck Replacement (J'	-	-	-	-	(1,109,847)	-	(1,109,847)	
Enterprise Funds - W&S Capital Projects Alley Resurfacing (J20)	-	-	-	-	(9,735)	-	(9,735)	
General Fund Government Service - Academic Village wetland maintenance (J21)	(300,000)	-	-	-	-	-	(300,000)	
General Fund Government Service - Academic Village Wetland Mitigation (J23)	(403,040)	-	-	-	-	-	(403,040)	
General Fund PW Capital Projects Six Cent Gas Tax - Additional lanes Old Burnt Store, Tropicana, Nels	-	(756,433)	-	-	-	-	(756,433)	
Enterprise Fund W&S Capital Projects - W&S Operation and CFEC Fees (J38)	-	-	-	-	13,150,000	-	13,150,000	
General Fund P&R General Obligation Bond Resolution 18-19 (B1)	-	-	4,674,381	-	-	-	4,674,381	
Enterprise Fund W&S Capital Projects - W&S Operation and CFEC Fees (B21)	-	-	-	-	(13,150,000)	-	(13,150,000)	
Enterprise Fund W&S purchase of vehicle, crane truck (B4)	-	-	-	-	(132,474)	-	(132,474)	
General Fund Fire - Six additional full-time equivalent Firefighters (B5)	(464,430)	-	-	-	-	-	(464,430)	
Special Revenue Fund Police Impact Fees - Design of Gun Range (B6)	-	(650,000)	-	-	-	-	(650,000)	
Enterprise Fund Yacht Basin - 580 linear feet of Seawall (B7)	-	-	-	-	(15,000)	-	(15,000)	
General Fund & Special Revenue Fund P&R - Art Studio Jean Inman Sculpture Pavilion (B8)	(24,959)	-	-	-	-	-	(24,959)	
Enterprise Fund Yacht Basin - Yacht Club Resolution 107-18 (B9)		-	-	-	(15,000)	-	(15,000)	
General Fund & Special Revenue Waterpark - Vendor reimbursement and General Fund Transfer repairs	(236,848)	-	-	-	-	-	(236,848)	
Enterprise Fund Yacht Basin - Yacht Club Resolution 107-18 (B16)	<u>-</u>	-	-	-	(38,000)	-	(38,000)	
General Fund Miscellaneous Adjustment - (B17)	7,025,917	-	-	-	=	-	7,025,917	
General Fund Miscellaneous Adjustment - Government Services transfer to CRA (B17)	-	281,796	-	-	-	-	281,796	

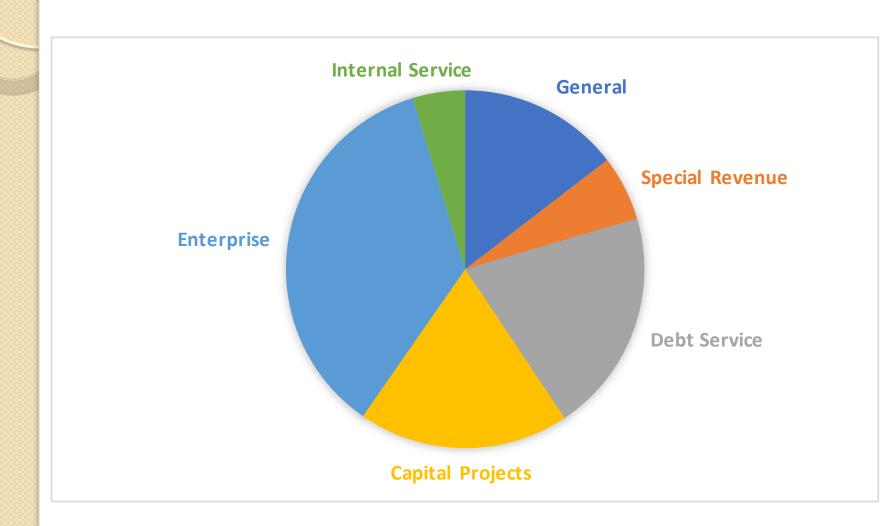
### CITY OF CAPE CORAL SUMMARY OF FY 2019 BUDGET AMENDMENT #2 CHANGES AS PER ORDINANCE 53-19

	GENERAL FUND	SPECIAL REVENUE	DEBT SERVICE	CAPITAL PROJECT	ENTERPRISE FUNDS	INTERNAL SERVICE	TOTAL ALL FUNDS
Special Revenue Fund Building additional permits (B18)	-	800,000	-		-	-	800,000
Special Revenue Fund: All Hazards revenue & expenditures less than projections (B18)	-	131,000	-	-	-	-	131,000
Special Revenue Fund Fire Impact Miscellaneous adjustments additional permits (B18)	-	273,000	-	-	-	-	273,000
Special Revenue Fund Alarm Fee Miscellaneous adjustment fees under projection General Fund Transfe	-	(12,164)	-	-	-	-	(12,164)
Special Revenue Fund Police Dot the Right Thing Fund - Miscellaneous Adjustment (B18)	-	(700)	-	-	-	-	(700)
Special Revenue Fund: Road Impact Fees Miscellaneous adjustments (B18)	-	(101,000)	-	-	-	-	(101,000)
General Fund: Debt Service 2015 Special Obligation Bond transfer from Capital Projects to pay down de	-	-	(1,899,453)	-	-	-	(1,899,453)
Enterprise Fund Yacht Basin - Miscellaneous adjustments (B22)		-	-	-	(14,000)	-	(14,000)
Internal Service Fund Self Insurance Miscellaneous adjustments (B23)	-	-	-	-	-	(3,500,000)	(3,500,000)
Charter School Fund (B24)	-	-	-	-	1,784,170	-	1,784,170
Enterprise Fund W&S Miscellaneous (B21)	-	-	-	-	(2,759,897)	-	(2,759,897)
Subtotal Fund Balance	5,352,255	(2,687,015)	2,774,928	<u>-</u>	(9,064,560)	(3,500,000)	(7,124,392)
TOTAL USES (APPROPRIATED EXPENDITURES, TRANSFERS, & FUND BALANCE)  Less Transfers Out  Net Budget Adjustment	10,795,233 \$	4,356,251 \$	14,994,335 \$	14,105,303	\$ 26,413,609 \$	(3,500,000) \$	67,164,731 (38,343,039) 6 28,821,692

Ordinance 53-19 Intro: Nov. 4, 2019 FY 2019 Budget Amendment #2 Public Hearing: Nov. 18, 2019

- Purpose: Amend FY 2019 Operating Budget as Amended on April 22, 2019 Ordinance 15-19
- City will typically have 2 budget amendments annually
- Amended Budget has NO impact on taxpayers
- BA #2 trues up Revenues and Expenditures, and accounts for any Council action items occurring after BA #1 each year.
- Summary
  - Amendment of \$67,164,731 or a 8.23% change from previously amended budget BA#1

### Distribution of Amendment by Fund Type





# Summary by Fund Type

	Adopted Budget ORD 64-18	Budget Amendment #1 ORD 15-19	Budget Amendment #2 ORD 53-19	BA #2 Increase / (Decrease)	Budget Percentage Change from Amended
General	211,642,492	221,464,323	232,259,556	10,795,233	4.87%
Special Revenue	96,180,720	105,865,466	110,221,717	4,356,251	4.11%
Debt Service	21,867,811	25,946,077	40,940,412	14,994,335	57.79%
Capital Projects	1,193,161	13,325,174	27,430,477	14,105,303	105.85%
Enterprise	390,484,360	397,220,402	423,634,011	26,413,609	6.65%
Internal Service	58,395,141	52,556,401	49,056,401	-3,500,000	-6.66%
Total	779,763,685	816,377,843	883,542,574	67,164,731	8.23%

# Budget Amendment #2 Highlights

#### **General Fund**

FEMA Revenue - Hurricane Irma \$9,656,421

#### **Special Revenue Fund**

Recognize increase in Building Permits and Fire Impact Fees - \$1,403,000

Recognize funding received for CDBG, HUD, SHIP

Transfer in to: Parks & Recreation \$1,151,760: Waterpark \* P&R Programs \* Golf Course;

Other \$340,832: Alarm Fees \* City Centrum \* Community Redevelopment Agency

#### **Debt Service Fund**

Debt Proceeds Parks GO Bond Phase 1 \$10,200,000

Transfer in from Capital Projects Fund Santa Barbara for Gas Tax Debt \$4,794,335

#### **Capital Projects Fund**

Debt Proceeds: Parks GO Bond Phase 1 \$5,297,647

Transfer in: Academic Village \$703,040 \* Sign Shop \$525,123 \* Transportation Projects (Road Resurfacing, Additional Lanes Old Burnt Store, Tropicana, Nelson for UEP N2) \$3,194,834

#### **Enterprise Fund**

Water & Sewer Operations Transfer to W & S Capital Projects \$21,546,289 Charter School increase in budget \$1,147,541

#### Internal Revenue Fund

Self Insurance Fund decrease Budget Revenue and Fund Balance, Proposed Budget had a 15% Increase in proposed rates

### SUMMARY OF FY 2019 BUDGET AMENDMENT #2 ALL FUNDS

FY 2019 Amended Budget Ord. 15-19 Additional Sources/Uses FY 2019 Amended Budget Ord. 53-19	\$ 816,377,843 67,164,731 \$ 883,542,574	
_	<del>- +</del>	•
WHERE THE MONEY COMES FROM Additional Sources		
Balances Forward		Φ (4 EGE EGO)
New Revenue		\$ (1,565,560)
Taxes	(70,000)	
Permits,Franchise,Impact, Spec Assmt	1,403,000	
Charges for Service	(839,077)	
Intergovernmental Funds (Grants/Shared	21,485,057	
Revenue)	21,403,037	
Fines & Forfeitures	7,500	
Miscellaneous	1,113,572	
Internal Service Charges	(2,912,800)	
Subtotal Revenue	(_,,_,_,,_,,	20,187,252
Other Financing Sources		
Interfund Transfers (In)	38,343,039	
Debt Proceeds	10,200,000	
Subtotal Other Financing Sources		48,543,039
Total Additional Sources Budget Amendment #2		\$67,164,731
HOW THE SOURCES ARE DISTRIBUTED		
Additional Uses		
Expenditures		
Personnel	2,460,245	
Operating	4,450,562	
Capital Outlay	23,920,790	
Debt Service	169,048	
Subtotal Expenditures		\$ 31,000,645
Other Financing Uses		
Interfund Transfers (Out)		38,343,039
Fund Balance		(2,178,953)
Total Additional Uses Budget Amendment #2		\$67,164,731

### SUMMARY OF FY 2019 BUDGET AMENDMENT #2 GENERAL FUND

FY 2019 Amended Budget Ord. 15-19 Additional Sources/Uses FY 2019 Amended Budget Ord. 53-19	\$ 220,327,686 10,795,233 231,122,919	
WHERE THE MONEY COMES FROM		
Additional Sources		
Balances Forward		\$ -
New Revenue		
Taxes	-	
Permits,Franchise,Impact,Spec Assmt	-	
Charges for Service	5,500	
Intergovernmental Funds (Grants/Shared Revenue)	9,702,934	
Fines & Forfeitures	-	
Miscellaneous	395,287	
Internal Service Charges	587,200	
Subtotal Revenue		10,690,921
Other Financing Sources		
Interfund Transfers (In)	104,312	
Debt Proceeds		
Subtotal Other Financing Sources		104,312
Total Additional Sources Budget Amendment #2		\$ 10,795,233
HOW THE SOURCES ARE DISTRIBUTED		
Additional Uses		
Expenditures		
Personnel	1,459,760	
Operating	772,607	
Capital Outlay	465,050	
Debt Service		
Subtotal Expenditures		\$ 2,697,417
Other Financing Uses		
Interfund Transfers (Out)		2,624,989
Fund Balance		
Committed	13,656,421	
Unassigned	(8,183,594)	
Subtotal Fund Balance		5,472,827
Total Additional Uses Budget Amendment #2	·	\$ 10,795,233

Item

B.(6)

Number:

Meeting

11/4/2019

Date:

**ORDINANCES/RESOLUTIONS -**

Type:

**Introductions** 

# AGENDA REQUEST FORM CITY OF CAPE CORAL



#### TITLE:

Ordinance 54-19 Set Public Hearing Date for November 18, 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?

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:

An ordinance authorizing the City Manager to sell municipal surplus real property described as Lots 12-14, Block 4287, Unit 61, Cape Coral Subdivision, pursuant to Section 2-155 of the City of Cape Coral Code of Ordinances; authorizing and directing the Mayor and City Clerk to execute a deed conveying the surplus real property to Enrique and Adriana Deleon.

#### **LEGAL REVIEW:**

#### **EXHIBITS**:

Ordinance 54-19 Aerial of 1825 NW 37th Avenue

#### **PREPARED BY:**

Division- Department-City
Attorney

#### SOURCE OF ADDITIONAL INFORMATION:

Dawn Andrews, Property Broker

ATTACHMENTS:

### Description

- o Ordinance 54-19
- Aerial of 1825 NW 37th Avenue

### Туре

Ordinance Backup Material

#### ORDINANCE 54 - 19

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO SELL MUNICIPAL SURPLUS REAL PROPERTY DESCRIBED AS LOTS 12, 13 AND 14, BLOCK 4287, UNIT 61, CAPE CORAL SUBDIVISION PURSUANT TO SECTION 2-155 OF THE CITY OF CAPE CORAL CODE OF ORDINANCES; AUTHORIZING AND DIRECTING THE MAYOR AND CLERK TO EXECUTE A DEED CONVEYING THE AFOREMENTIONED SURPLUS REAL PROPERTY TO ENRIQUE AND ADRIANA DELEON; PROVIDING SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the City of Cape Coral acquired a certain parcel of real property described as Lots 12, 13 and 14, Block 4287, Unit 61, Cape Coral Subdivision, located at 1825 NW 37<sup>th</sup> Avenue, which has been declared to be surplus real property pursuant to City Code of Ordinances Chapter 2, Article VII, Division 3, Section 2-155(a), by the City Council in Ordinance 73-18; and

WHEREAS, City Code of Ordinances Chapter 2, Article VII, Division 3, Section 2-155(c) indicates prior to the sale or other disposition of any city-owned real property, an appraisal shall be obtained; and

WHEREAS, the City has obtained a recent appraisal of the property; and

WHEREAS, City Code of Ordinances Chapter 2, Article VII, Division 3, Section 2-155(e) provides for eight methods in which the City may divest itself of City properties. The Ordinance further states "The property may be listed for sale in the multiple listing service (MLS) for a period of not less than 30 days. The city may accept the highest or best offer received during the listing period, provided that such offer is not less than 90% of the appraised value of said property"; and

WHEREAS, the City Council desires to convey the subject parcel as surplus real property pursuant to Section 2-155 of the City of Cape Coral Code of Ordinances; and

WHEREAS, Section 4.17 of the City Charter provides that the conveyance of any lands owned by the City shall be by ordinance.

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

Section 1. The City Manager is hereby authorized to sell the surplus real property described as Lots 12, 13 and 14, Block 4287, Unit 61 Cape Coral Subdivision as recorded in Plat Book 21, Pages 4 to 20, inclusive, in the Public Records of Lee County, Florida.

Section 2. The City Council hereby accepts the purchase contract offer, as attached hereto and made a part hereof as Exhibit "A", from Enrique and Adriana Deleon, to purchase 1825 NW 37<sup>th</sup> Avenue, legally described as Lots 12, 13 and 14, Block 4287, Unit 61 Cape Coral Subdivision as recorded in Plat Book 21, Pages 4 to 20, inclusive, in the Public Records of Lee County, Florida.

Section 3. The Mayor and City Clerk are hereby authorized to convey, by executing a warranty deed, the property described in Section 1 to Enrique and Adriana Deleon.

Section 4. Severability. In the event that any portion or Section of this ordinance is determined to be invalid, illegal or unconstitutional by a court of competent jurisdiction, such decision shall in no manner affect the remaining portions or Sections of this ordinance which shall remain in full force and effect.

Section 5. Effective Date. This ordinance shall become effective immediately after its adoption by the Cape Coral City Council.

ADOPTED BY THE CITY	COUNCIL OF THE	CITY OF CAPE CORAL A	T ITS REGULAR
COUNCIL SESSION THIS	S DAY OF	, 2019.	

JOE COVIELLO, MAYOR

VOTE OF MAYOR AND COUNCILMEM	BERS:	
COVIELLO GUNTER CARIOSCIA STOUT	NELSON WELSH WILLIAMS COSDEN	
ATTESTED TO AND FILED IN MY OF 2019.	FFICE THIS	DAY OF
APPROVED AS TO FORM:  JOHN E. NACLERIO III ASSISTANT CITY ATTORNEY Ord\Sale of Surplus Property-Deleon	KIMBERL CITY CLE	

## **Vacant Land Contract**

Serial#: 032167-800157-0475288



1•	1.	. Sale and Purchase: and Enrique & Adrian: (the "parties") agree to sell and buy on the ter	City of Cape Coral ("S	eller")
2•		and Enrique & Adrian	a Deleon (Husband and Wife) ("B	uyer")
3		(the "parties") agree to sell and buy on the ter	ms and conditions specified below the property ("Property")	
4		described as:		
5*			NW 37TH AVE CAPE CORAL FL 33993	
6*		Legal Description: CAPE CORAL UNIT 61 BL	LK 4287 PB 21 PG 9 LOTS 12 THRU 14	
7				
8				
9				
10		OFO 24 FIND 42 IDNO 22 -5	O 4 51 11 D 1 D 1 D 1 21 42 22 C4 04207	0120
11+			County, Florida. Real Property ID No.: 31-43-23-C4-04287	
12• 13		including all improvements existing on the Pro	operty and the following additional property:	
14•	2.	Purchase Price: (U.S. currency)	\$ <u>17,</u>	500.00
15		All deposits will be made payable to "Escrow	Agent" named below and held in escrow by:	
16•		Escrow Agent's Name: Escrow Agent's Contact Person:	City of Cape Coral	
17•		Escrow Agent's Contact Person:	Dawn Y Andrews	
18∗		Escrow Agent's Address: P.O Box 15	0027, Cape Coral, Florida 33915 - 0027	
9.		Escrow Agent's Phone:	239 - 574 - 0735	
20 <b>+</b>		Escrow Agent's Phone: Escrow Agent's Email:	Dandrews@capecoral.net	
21		(a) Initial deposit (\$0 if left blank) (Check if a	nnlicable)	
22*		accompanies offer	pplicable)	
23*		☐ will be delivered to Escrow Agent within	days (3 days if left blank)	
24+			\$ 1,0	00.00
25		(b) Additional deposit will be delivered to Esc	······································	
26*		within days (10 days if left blan		
27*		within days (3 days if left blank	) after expiration of Feasibility Study Period \$	
28•		(c) Total Financing (see Paragraph 5) (expres	ss as a dollar amount or percentage)	
9.		(d) Other: After Cou	ncil Acceptance \$ 4,	00.00
80		(e) Balance to close (not including Buyer's cl	losing costs, prepaid items, and prorations)	
11.		to be paid at closing by wire transfer or otl	her Collected funds \$ 12,5	500.00
2*			e determined based on a per unit cost instead of a fixed price.)	The
3*		unit used to determine the purchase price	is □ lot □ acre □ square foot □ other (specify):	
4•		prorating areas of less than a full unit. The	e purchase price will be \$ per unit based of certified to <b>Seller</b> and <b>Buyer</b> by a Florida licensed surveyor in	n a
5		calculation of total area of the Property as	certified to Seller and Buyer by a Florida licensed surveyor in	1
6			owing rights of way and other areas will be excluded from the	
7∗		calculation:		
8	3.	Time for Acceptance: Effective Date: Unles	ss this offer is signed by <b>Seller</b> and <b>Buyer</b> and an executed co	nv
9.		delivered to all parties on or before See A	Add Terms, this offer will be withdrawn and Buyer's depor	
0			of any counter offer will be 3 days after the date the counter of	
1		delivered. The "Effective Date" of this contr	act is the date on which the last one of the Seller and Buy	er
2		has signed or initialed and delivered this o		•
		•		
3*	4.		45 days from approval ("Closing Date"), unless specifically	
4		extended by other provisions of this contract.	The Closing Date will prevail over all other time periods includi	ng,
5		but not limited to, Financing and Feasibility St	udy periods. However, if the Closing Date occurs on a Saturda	ıy,
6		Sunday, or national legal holiday, it will extend	to 5:00 p.m. (where the Property is located) of the next busing	ess
7		day. In the event insurance underwriting is sus	spended on Closing Date and Buyer is unable to obtain prope	rty
8			to 5 days after the insurance underwriting suspension is lifted	
9			Buyer will immediately return all Seller provided documents	and
0		other items.		
		yer ( ) ( ) and Seller ( ) ( ) acknowledge		
	Buy	yer () ((\frac{1}{2}) and Seller () () acknowledge	e receipt of a copy of this page, which is 1 of 7 pages.	
	VAC	C 44 Douglar		

51	5.	Financing: (Check as applicable)
52*		(a) Buyer will pay cash for the Property with no financing contingency.
53+		(b) ☐ This contract is contingent on <b>Buyer</b> qualifying for and obtaining the commitment(s) or approval(s)
54+		specified below ("Financing") within days after Effective Date (Closing Date or 30 days after Effective Date, whichever occurs first, if left blank) ("Financing Period"). <b>Buyer</b> will apply for Financing within
55•		Date, whichever occurs first, if left blank) ("Financing Period"). <b>Buyer</b> will apply for Financing within
56		days after Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial,
57		and other information required by the lender. If Buyer, after using diligence and good faith, cannot obtain the
58		Financing within the Financing Period, either party may terminate this contract and Buyer's deposit(s) will be
59		returned.
60*		(1) New Financing: Buyer will secure a commitment for new third party financing for \$
61•		or% of the purchase price at (Check one)
62*		adjustable interest rate not exceeding% at origination (a fixed rate at the prevailing interest rate
63		based on <b>Buyer's</b> creditworthiness if neither choice is selected). <b>Buyer</b> will keep <b>Seller</b> and Broker fully
64		informed of the loan application status and progress and authorizes the lender or mortgage broker to
65		disclose all such information to <b>Seller</b> and Broker.
		(2) ☐ Seller Financing: Buyer will execute a ☐ first ☐ second purchase money note and mortgage to
66*		
67*		Seller in the amount of \$, bearing annual interest at% and payable as
68+		follows:
69		The mortgage, note, and any security agreement will be in a form acceptable to Seller and will follow
70		forms generally accepted in the county where the Property is located; will provide for a late payment fee
71		and acceleration at the mortgagee's option if Buyer defaults; will give Buyer the right to prepay without
72		penalty all or part of the principal at any time(s) with interest only to date of payment; will be due on
73		conveyance or sale; will provide for release of contiguous parcels, if applicable; and will require Buyer to
74		keep liability insurance on the Property, with Seller as additional named insured. Buyer authorizes Seller
75		to obtain credit, employment, and other necessary information to determine creditworthiness for the
76		financing. Seller will, within 10 days after Effective Date, give Buyer written notice of whether or not
77		Seller will make the loan.
78∗		(3) Mortgage Assumption: Buyer will take title subject to and assume and pay existing first mortgage to
79∗		
80 <b>+</b>		LN# in the approximate amount of \$ currently payable at
81•		\$ per month, including principal, interest,  axes and insurance, and having a
82•		☐ fixed ☐ other (describe)
83*		interest rate of% which □ will □ will not escalate upon assumption. Any variance in the
84		mortgage will be adjusted in the balance due at closing with no adjustment to purchase price. Buyer will
85*		purchase <b>Seller's</b> escrow account dollar for dollar. If the interest rate upon transfer exceeds% or
86*		the assumption/transfer fee exceeds \$, either party may elect to pay the excess,
87		failing which this contract will terminate; and Buyer's deposit(s) will be returned. If the lender disapproves
88		Buyer, this contract will terminate; and Buyer's deposit(s) will be returned.
00.	6	Assignability: (Check one) Buyer  may assign and thereby be released from any further liability under this
89*	U.	contract, $\square$ may assign but not be released from liability under this contract, or $\square$ may not assign this contract.
90•		Contract, I may assign but not be released from liability under this contract, or I may not assign this contract.
04.	7	Title: Saller has the legal canacity to and will convey marketable title to the Property by Catatutary warranty
91•	٠.	Title: Seller has the legal capacity to and will convey marketable title to the Property by ☐ statutory warranty
92*		deed 🗵 special warranty deed 🗆 other (specify), free of liens, easements,
93		and encumbrances of record or known to Seller, but subject to property taxes for the year of closing; covenants,
94		restrictions, and public utility easements of record; existing zoning and governmental regulations; and (list any
95 <b>*</b>		other matters to which title will be subject),
96		provided there exists at closing no violation of the foregoing.
97		(a) Title Evidence: The party who pays for the owner's title insurance policy will select the closing agent and
98		pay for the title search, including tax and lien search if performed, and all other fees charged by closing agent.
99		Seller will deliver to Buyer, at
100*		(Check one) ☑ Seller's ☐ Buyer's expense and
101•		(Check one) ⊠ within 30 days after Effective Date ☐ at least days before Closing Date,
102		(Check one)  (1)   (2) a title incurance commitment by a Florida licensed title incurar setting forth these matters to be
103*		(1) a title insurance commitment by a Florida licensed title insurer setting forth those matters to be
104		discharged by Seller at or before closing and, upon Buyer recording the deed, an owner's policy in the
105		amount of the purchase price for fee simple title subject only to the exceptions stated above. If <b>Buyer</b> is
106		paying for the owner's title insurance policy and Seller has an owner's policy, Seller will deliver a copy to
107		Buyer within 15 days after Effective Date.
	Buy	ver () () and Seller () () acknowledge receipt of a copy of this page, which is 2 of 7 pages.
	VAC	G-11 Rev 6/17 ©2017 Florida Realtors®

Serial#: 032167-800157-0475288

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Form
Simplicity

108*		(2)	☐ an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an
109		(2)	existing firm. However, if such an abstract is not available to <b>Seller</b> , then a prior owner's title policy
			acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy
110			
111			will include copies of all policy exceptions and an update in a format acceptable to <b>Buyer</b> from the policy
112			effective date and certified to Buyer or Buyer's closing agent together with copies of all documents
113			recited in the prior policy and in the update. If such an abstract or prior policy is not available to Seller,
114			then (1) above will be the title evidence.
115*		(b) Tit	le Examination: After receipt of the title evidence, Buyer will, within10 days (10 days if left blank)
116			no later than Closing Date, deliver written notice to Seller of title defects. Title will be deemed acceptable
117		to	Buyer if (i) Buyer fails to deliver proper notice of defects or (ii) Buyer delivers proper written notice and
118*		Se	ller cures the defects within days (30 days if left blank) ("Cure Period") after receipt of the notice. If
119		the	defects are cured within the Cure Period, closing will occur within 10 days after receipt by Buyer of notice
120			such cure. Seller may elect not to cure defects if Seller reasonably believes any defect cannot be cured
121			hin the Cure Period. If the defects are not cured within the Cure Period, <b>Buyer</b> will have 10 days after
122			eipt of notice of Seller's inability to cure the defects to elect whether to terminate this contract or accept
123			e subject to existing defects and close the transaction without reduction in purchase price.
124			rvey: Buyer may, at Buyer's expense, have the Property surveyed and must deliver written notice to
			ller, within 5 days after receiving survey but not later than 5 days before Closing Date, of any
125			
126			croachments on the Property, encroachments by the Property's improvements on other lands, or deed
127		res	triction or zoning violations. Any such encroachment or violation will be treated in the same manner as a
128			e defect and Seller's and Buyer's obligations will be determined in accordance with Paragraph 7(b).
129		(d) Ing	ress and Egress: Seller warrants that the Property presently has ingress and egress.
130	8.	Proper	ty Condition: Seller will deliver the Property to Buyer at closing in its present "as is" condition, with
131	٠.		ons resulting from <b>Buyer's</b> Inspections and casualty damage, if any, excepted. <b>Seller</b> will not engage in or
132			any activity that would materially alter the Property's condition without the <b>Buyer's</b> prior written consent.
133			spections: (Check (1) or (2))
			☐ Feasibility Study: Buyer will, at Buyer's expense and within days (30 days if left blank)
134*		(1)	
135			("Feasibility Study Period") after Effective Date and in <b>Buyer's</b> sole and absolute discretion, determine
136			whether the Property is suitable for <b>Buyer's</b> intended use. During the Feasibility Study Period, <b>Buyer</b>
137			may conduct a Phase 1 environmental assessment and any other tests, analyses, surveys, and
138			investigations ("Inspections") that Buyer deems necessary to determine to Buyer's satisfaction the
139			Property's engineering, architectural, and environmental properties; zoning and zoning restrictions;
140			subdivision statutes; soil and grade; availability of access to public roads, water, and other utilities;
141			consistency with local, state, and regional growth management plans; availability of permits, government
142			approvals, and licenses; and other inspections that <b>Buyer</b> deems appropriate. If the Property must be
143			rezoned, Buyer will obtain the rezoning from the appropriate government agencies. Seller will sign all
144			documents <b>Buyer</b> is required to file in connection with development or rezoning approvals. <b>Seller</b> gives
145			Buyer, its agents, contractors, and assigns, the right to enter the Property at any time during the
146			Feasibility Study Period for the purpose of conducting Inspections, provided, however, that <b>Buyer</b> , its
147			agents, contractors, and assigns enter the Property and conduct Inspections at their own risk. Buyer will
148			indemnify and hold Seller harmless from losses, damages, costs, claims, and expenses of any nature,
149			including attorneys' fees, expenses, and liability incurred in application for rezoning or related
150			proceedings, and from liability to any person, arising from the conduct of any and all Inspections or any
151			work authorized by Buyer. Buyer will not engage in any activity that could result in a construction lien
152			being filed against the Property without <b>Seller's</b> prior written consent. If this transaction does not close,
153			<b>Buyer</b> will, at <b>Buyer's</b> expense, (i) repair all damages to the Property resulting from the Inspections and
154			return the Property to the condition it was in before conducting the Inspections and (ii) release to Seller
155			all reports and other work generated as a result of the Inspections.
156			Before expiration of the Feasibility Study Period, Buyer must deliver written notice to Seller of Buyer's
157			determination of whether or not the Property is acceptable. Buyer's failure to comply with this notice
158			requirement will constitute acceptance of the Property as suitable for Buyer's intended use in its "as is"
159			condition. If the Property is unacceptable to <b>Buyer</b> and written notice of this fact is timely delivered to
160			Seller, this contract will be deemed terminated, and Buyer's deposit(s) will be returned.
161*		121	☑No Feasibility Study: Buyer is satisfied that the Property is suitable for Buyer's purposes, including
162		(-)	being satisfied that either public sewerage and water are available to the Property or the Property will be
163			approved for the installation of a well and/or private sewerage disposal system and that existing zoning
			- Library and management of a man analyst burnary appropriate alphabatic allocation and analyst appropriate

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Buyer (\_\_\_\_) and Seller (\_\_\_\_) (\_\_\_\_) acknowledge receipt of a copy of this page, which is 3 of 7 pages.

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and other pertinent regulations and restrictions, such as subdivision or deed restrictions, concurrency, 164 growth management, and environmental conditions, are acceptable to Buyer. This contract is not 165 contingent on Buyer conducting any further investigations. 166 167 168 169

- (b) Government Regulations: Changes in government regulations and levels of service which affect Buyer's intended use of the Property will not be grounds for terminating this contract if the Feasibility Study Period has expired or if Paragraph 8(a)(2) is selected.
- (c) Flood Zone: Buyer is advised to verify by survey, with the lender, and with appropriate government agencies which flood zone the Property is in, whether flood insurance is required, and what restrictions apply to improving the Property and rebuilding in the event of casualty.
- (d) Coastal Construction Control Line ("CCCL"): If any part of the Property lies seaward of the CCCL as defined in Section 161.053, Florida Statutes, Seller will provide Buyer with an affidavit or survey as required by law delineating the line's location on the Property, unless **Buyer** waives this requirement in writing. The Property being purchased may be subject to coastal erosion and to federal, state, or local regulations that govern coastal property, including delineation of the CCCL, rigid coastal protection structures, beach nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida Department of Environmental Protection, including whether there are significant erosion conditions associated with the shore line of the Property being purchased.
  - ☐ Buyer waives the right to receive a CCCL affidavit or survey.
- Closing Procedure; Costs: Closing will take place in the county where the Property is located and may be conducted by mail or electronic means. If title insurance insures Buyer for title defects arising between the title binder effective date and recording of Buyer's deed, closing agent will disburse at closing the net sale proceeds to Seller (in local cashier's check if Seller requests in writing at least 5 days before closing) and brokerage fees to Broker as per Paragraph 19. In addition to other expenses provided in this contract, Seller and Buyer will pay the costs indicated below.
  - (a) Seller Costs:

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Taxes on deed

Recording fees for documents needed to cure title

Title evidence (if applicable under Paragraph 7)

Other:

(b) Buyer Costs:

Taxes and recording fees on notes and mortgages

Recording fees on the deed and financing statements

Loan expenses

Title evidence (if applicable under Paragraph 7)

Lender's title policy at the simultaneous issue rate

Inspections

Survey

Insurance

Other:

- (c) Prorations: The following items will be made current and prorated as of the day before Closing Date: real estate taxes (including special benefit tax liens imposed by a CDD), interest, bonds, assessments, leases, and other Property expenses and revenues. If taxes and assessments for the current year cannot be determined, the previous year's rates will be used with adjustment for any exemptions.
- (d) Special Assessment by Public Body: Regarding special assessments imposed by a public body, Seller will pay (i) the full amount of liens that are certified, confirmed, and ratified before closing and (ii) the amount of the last estimate of the assessment if an improvement is substantially completed as of Effective Date but has not resulted in a lien before closing; and Buyer will pay all other amounts. If special assessments may be paid in installments, Seller Buyer (Buyer if left blank) will pay installments due after closing. If Seller is checked, Seller will pay the assessment in full before or at the time of closing. Public body does not include a Homeowners' or Condominium Association.
- (e) PROPERTY TAX DISCLOSURE SUMMARY: BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR FURTHER INFORMATION.

\_) (\_\_\_\_) acknowledge receipt of a copy of this page, which is 4 of 7 pages.

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(f) Foreign Investment in Real Property Tax Act ("FIRPTA"): If Seller is a "foreign person" as defined by FIRPTA, Seller and Buyer will comply with FIRPTA, which may require Seller to provide additional cash at closing.

- (g) 1031 Exchange: If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneously with closing or after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will cooperate in all reasonable respects to effectuate the Exchange including executing documents, provided, however, that the cooperating party will incur no liability or cost related to the Exchange and that the closing will not be contingent upon, extended, or delayed by the Exchange.
- 10. Computation of Time: Calendar days will be used when computing time periods, except time periods of 5 days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal holidays specified in 5 U.S.C. 6103(a). Any time period ending on a Saturday, Sunday, or national legal holiday will extend until 5:00 p.m. (where the Property is located) of the next business day. Time is of the essence in this contract.
- 11. Risk of Loss; Eminent Domain: If any portion of the Property is materially damaged by casualty before closing or Seller negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain proceedings or an eminent domain proceeding is initiated, Seller will promptly inform Buyer. Either party may terminate this contract by written notice to the other within 10 days after Buyer's receipt of Seller's notification, and Buyer's deposit(s) will be returned, failing which Buyer will close in accordance with this contract and receive all payments made by the governmental authority or insurance company, if any.
- 12. Force Majeure: Seller or Buyer will not be required to perform any obligation under this contract or be liable to each other for damages so long as the performance or non-performance of the obligation is delayed, caused, or prevented by an act of God or force majeure. An "act of God or "force majeure" is defined as hurricanes, earthquakes, floods, fire, unusual transportation delays, wars, insurrections, and any other cause not reasonably within the control of Seller or Buyer and which by the exercise of due diligence the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended for the period that the act of God or force majeure is in place. However, in the event that such act of God or force majeure event continues beyond 30 days, either party may terminate this contract by delivering written notice to the other; and Buyer's deposit(s) will be returned.
- 13. Notices: All notices will be in writing and delivered to the parties and Broker by mail, personal delivery, or electronic means. Buyer's failure to timely deliver written notice to Seller, when such notice is required by this contract, regarding any contingency will render that contingency null and void, and this contract will be construed as if the contingency did not exist. Any notice, document, or item delivered to or received by an attorney or licensee (including a transactions broker) representing a party will be as effective as if delivered to or received by that party.
- 14. Complete Agreement; Persons Bound: This contract is the entire agreement between Seller and Buyer. Except for brokerage agreements, no prior or present agreements will bind Seller, Buyer, or Broker unless incorporated into this contract. Modifications of this contract will not be binding unless in writing, signed or initialed, and delivered by the party to be bound. Electronic signatures will be acceptable and binding. This contract, signatures, initials, documents referenced in this contract, counterparts, and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this contract prevail over preprinted terms. If any provision of this contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. Seller and Buyer will use diligence and good faith in performing all obligations under this contract. This contract will not be recorded in any public record. The terms "Seller," "Buyer," and "Broker" may be singular or plural. This contract is binding on the heirs, administrators, executors, personal representatives, and assigns, if permitted, of Seller, Buyer, and Broker.
- **15. Default and Dispute Resolution:** This contract will be construed under Florida law. This Paragraph will survive closing or termination of this contract.
  - (a) Seller Default: If Seller fails, neglects, or refuses to perform Seller's obligations under this contract, Buyer may elect to receive a return of Buyer's deposit(s) without thereby waiving any action for damages resulting from Seller's breach and may seek to recover such damages or seek specific performance. Seller will also be liable for the full amount of the brokerage fee.

Buyer ( ) and Seller ( ) acknowledge receipt of a copy of this page, which is 5 of 7 pages.



(b) Buyer Default: If Buyer fails, neglects, or refuses to perform Buyer's obligations under this contract, including payment of deposit(s), within the time(s) specified, Seller may elect to recover and retain the deposit(s), paid and agreed to be paid, for the account of Seller as agreed upon liquidated damages, consideration for execution of this contract, and in full settlement of any claims, whereupon Seller and Buyer will be relieved from all further obligations under this contract; or Seller, at Seller's option, may proceed in equity to enforce Seller's rights under this contract.

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- 16. Attorney's Fees; Costs: In any litigation permitted by this Contract, the prevailing party shall be entitled to recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting the litigation. This Paragraph 16 shall survive Closing or termination of this Contract.
- 17. Escrow Agent; Closing Agent: Seller and Buyer authorize Escrow Agent and closing agent (collectively "Agent") to receive, deposit, and hold funds and other items in escrow and, subject to Collection, disburse them upon proper authorization and in accordance with Florida law and the terms of this contract, including disbursing brokerage fees. "Collection" or "Collected" means any checks tendered or received have become actually and finally collected and deposited in the account of Agent. The parties agree that Agent will not be liable to any person for misdelivery of escrowed items to Seller or Buyer, unless the misdelivery is due to Agent's willful breach of this contract or gross negligence. If Agent interpleads the subject matter of the escrow, Agent will pay the filing fees and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party.
- 18. Professional Advice: Broker Liability: Broker advises Seller and Buyer to verify all facts and representations that are important to them and to consult an appropriate professional for legal advice (for example, interpreting this contract, determining the effect of laws on the Property and this transaction, status of title, foreign investor reporting requirements, the effect of property lying partially or totally seaward of the CCCL, etc.) and for tax, property condition, environmental, and other specialized advice. Buyer acknowledges that Broker does not reside in the Property and that all representations (oral, written, or otherwise) by Broker are based on Seller representations or public records. Buyer agrees to rely solely on Seller, professional inspectors, and government agencies for verification of the Property condition and facts that materially affect Property value. Seller and Buyer respectively will pay all costs and expenses, including reasonable attorneys' fees at all levels, incurred by Broker and Broker's officers, directors, agents, and employees in connection with or arising from Seller's or Buyer's misstatement or failure to perform contractual obligations. Seller and Buyer hold harmless and release Broker and Broker's officers, directors, agents, and employees from all liability for loss or damage based on (i) Seller's or Buyer's misstatement or failure to perform contractual obligations; (ii) the use or display of listing data by third parties, including, but not limited to, photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, and remarks related to the Property; (iii) Broker's performance, at Seller's or Buver's request, of any task beyond the scope of services regulated by Chapter 475, Florida Statutes, as amended, including Broker's referral, recommendation, or retention of any vendor; (iv) products or services provided by any vendor; and (v) expenses incurred by any vendor. Seller and Buyer each assume full responsibility for selecting and compensating their respective vendors. This Paragraph will not relieve Broker of statutory obligations. For purposes of this Paragraph, Broker will be treated as a party to this contract, This Paragraph will survive closing.
- 19. Commercial Real Estate Sales Commission Lien Act: If the Property is commercial real estate as defined by Section 475.701, Florida Statutes, the following disclosure will apply: The Florida Commercial Real Estate Sales Commission Lien Act provides that when a broker has earned a commission by performing licensed services under a brokerage agreement with you, the broker may claim a lien against your net sales proceeds for the broker's commission. The broker's lien rights under the act cannot be waived before the commission is earned.

317	Seller a	nd Buyer direct closi	ng agent t	to disburse at closing the f	full amount of the brokerage fee	s as specified in
318	separate	e brokerage agreeme	nts with th	ne parties and cooperative	agreements between the Brok	ers, except to the
319	extent B	roker has retained su	ich fees fr	om the escrowed funds. T	his Paragraph will not be used	to modify any
320	MLS or	other offer of compen	sation ma	ade by <b>Seller</b> or <b>Seller's</b> E	Broker to <b>Buyer's</b> Broker.	
321*	(a)			Dawn Y Andrews		(Seller's Broker)
322*	will	be compensated by	□Seller	☐ Buyer ☐ both parties	pursuant to □a listing agreem	ent ⊠other
323*	(spe	ecify):		IS NOT ACCEPTIN	G A COMMISSION	
324+	(b)	• •		N/A		(Buyer's Broker)
325*	will	be compensated by	□Seller	☐ Buyer ☐ both parties	☐ Seller's Broker pursuant to	☐ a MLS offer of
326•	com	pensation 🗵 other (s	specify): _		N/A	
	Buyer ) (	and Seller ()	() ackr	nowledge receipt of a copy of the	nis page, which is 6 of 7 pages.	
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20. Brokers: The brokers named below are collectively referred to as "Broker." Instruction to closing agent:

approval, this offer will be	withdrawn.			
			•	
	CC	UNTER-OFFER/REJEC	TION	
☐ Seller counters Buyer's deliver a copy of the accep ☐ Seller rejects Buyer's o	ptance to Seller).	ne counter-offer, Buyer n	nust sign or in	itial the counter-offered terms
This is intended to be a	legally binding c	ontract. If not fully und	erstood, seel	k the advice of an attorney b
signing. Buyer:				10-7-
Buyer:				Date:/0-7-
Print name:		Enrique Deleon		
11				Date: / /
Buyer:		Addison Dalana	-	<del></del>
Buyer:		Adriana Deleon		
Buyer:Print name:Buyer's address for purpo	ose of notice:	Adriana Deleon		
Buyer: Print name: Buyer's address for purpo	ose of notice: 3506 Tro	Adriana Deleon picana Parkway West, C	ape Coral, Flo	orida 33993
Buyer:Print name:Buyer's address for purpo	ose of notice: 3506 Tro	Adriana Deleon picana Parkway West, C	ape Coral, Flo	orida 33993
Buyer:Print name:	ose of notice: 3506 Tro 2254 Fax:	Adriana Deleon picana Parkway West, C	ape Coral, Flo	orida 33993 Aerlion3@aol.com
Buyer:	ose of notice: 3506 Tro 2254 Fax: _	Adriana Deleon picana Parkway West, C -	ape Coral, Flo	orida 33993 Aerlion3@aol.com
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Buyer:Print name:	ose of notice:  3506 Tro 2254 Fax: Ci	Adriana Deleon picana Parkway West, C - - ty of Cape Coral	ape Coral, Flo	orida 33993 Aerlion3@aol.com  Date: Date:
Buyer:	ose of notice: 3506 Tro 2254 Fax: Ci	Adriana Deleon  picana Parkway West, C  -  ty of Cape Coral  Box 150027, Cape Coral,	ape Coral, Flographic Coral Service Coral Se	orida 33993 Aerlion3@aol.com  Date: Date:

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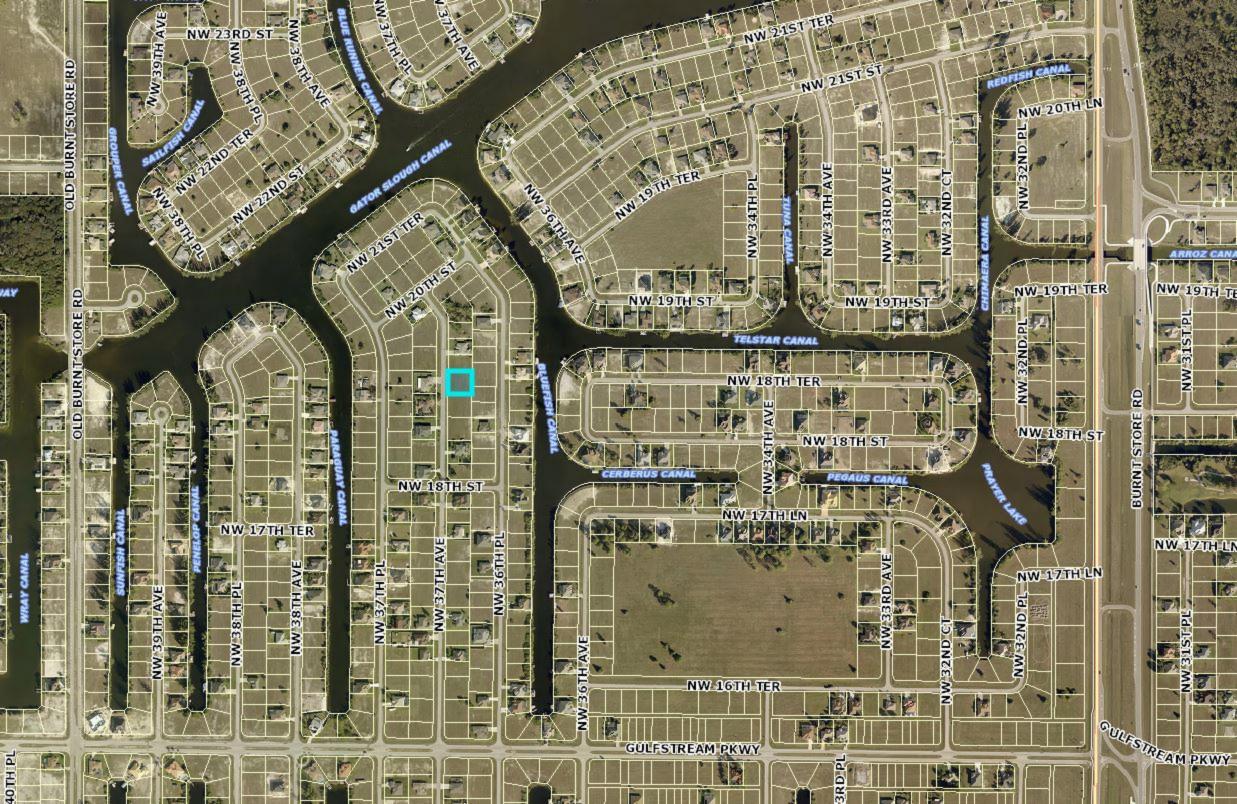
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##: 032167-800157-0475288

Serial#: 032167-800157-0475288

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Item

B.(7)

Number:

Meeting

11/4/2019

Date: Item

**ORDINANCES/RESOLUTIONS -**

Type:

**Introductions** 

## **AGENDA REQUEST FORM** CITY OF CAPE CORAL



#### TITLE:

Ordinance 55-19 Set Public Hearing Date for November 18, 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?

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:

An Ordinance approving the sale of municipal surplus real property described as Lots 30 and 31, Block 4731, Unit 70, Cape Coral Subdivision pursuant to Section 2-155 of the City of Cape Coral Code of Ordinances; authorizing and directing the Mayor and Clerk to execute a deed conveying the aforementioned surplus real property to Ross D. Caraker; property located at 1726 SW 39<sup>th</sup> Street.

#### **LEGAL REVIEW:**

John E. Naclerio III, Assistant City Attorney

#### **EXHIBITS:**

Ordinance 55-19 **Location Map** 

#### PREPARED BY:

Division-Department-Attorney

#### SOURCE OF ADDITIONAL INFORMATION:

## Dawn Andrews, Property Broker

## ATTACHMENTS:

## Description

- □ Ordinance 55-19
- Location Map

## Туре

Ordinance

Backup Material

#### ORDINANCE 55 - 19

AN ORDINANCE APPROVING THE SALE OF MUNICIPAL SURPLUS REAL PROPERTY DESCRIBED AS LOTS 30 AND 31, BLOCK 4731, UNIT 70, CAPE CORAL SUBDIVISION PURSUANT TO SECTION 2-155 OF THE CITY OF CAPE CORAL CODE OF ORDINANCES; AUTHORIZING AND DIRECTING THE MAYOR AND CITY CLERK TO EXECUTE A DEED CONVEYING THE AFOREMENTIONED SURPLUS REAL PROPERTY TO ROSS D. CARAKER; PROVIDING SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the City of Cape Coral acquired a certain parcel of real property described as Lots 30 and 31, Block 4731, Unit 70, Cape Coral Subdivision, located at 1726 SW 39<sup>th</sup> Street, which has been declared to be surplus real property pursuant to City Code of Ordinances Chapter 2, Article VII, Division 3, Section 2-155(a), by the City Council in Ordinance 73-18; and

WHEREAS, City Code of Ordinances Chapter 2, Article VII, Division 3, Section 2-155(c) indicates prior to the sale or other disposition of any city-owned real property, an appraisal shall be obtained; and

WHEREAS, the City has obtained a recent appraisal of a comparable property; and

WHEREAS, City Code of Ordinances Chapter 2, Article VII, Division 3, Section 2-155(e) provides for eight methods in which the City may divest itself of City properties. The Ordinance further states "The property may be listed for sale in the multiple listing service (MLS) for a period of not less than 30 days. The city may accept the highest or best offer received during the listing period, provided that such offer is not less than 90% of the appraised value of said property"; and

WHEREAS, the City Council desires to convey the subject parcel as surplus real property pursuant to Section 2-155 of the City of Cape Coral Code of Ordinances; and

WHEREAS, Section 4.17 of the City Charter provides that the conveyance of any lands owned by the City shall be by ordinance.

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

Section 1. The City Council hereby approves the sale of the surplus real property described as Lots 30 and 31, Block 4731, Unit 70, Cape Coral Subdivision as recorded in Plat Book 22, Pages 58 to 87, inclusive, in the Public Records of Lee County, Florida.

Section 2. The City Council hereby accepts the purchase contract offer, as attached hereto and made a part hereof as Exhibit "A", from Ross D. Caraker, to purchase 1726 SW 39<sup>th</sup> Street, legally described as Lots 30 and 31, Block 4731, Unit 70, Cape Coral Subdivision as recorded in Plat Book 22, Pages 58 to 87, inclusive, in the Public Records of Lee County, Florida.

Section 3. The Mayor and City Clerk are hereby authorized to convey, by executing a warranty deed, the property described in Section 1 to Ross D. Caraker.

Section 4. Severability. In the event that any portion or Section of this ordinance is determined to be invalid, illegal or unconstitutional by a court of competent jurisdiction, such decision shall in no manner affect the remaining portions or Sections of this ordinance which shall remain in full force and effect.

Section 5. Effective Date. This ordinance shall become effective immediately after its adoption by the Cape Coral City Council.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF CA	APE CORAL AT ITS REGULAR
COUNCIL SESSION THIS DAY OF	, 2019.
	•

JOE COVIELLO, MAYOR

VOTE OF MAYOR AND COUNCILMEM	BERS:	
COVIELLO GUNTER CARIOSCIA STOUT	NELSON WELSH WILLIAMS COSDEN	
ATTESTED TO AND FILED IN MY OF 2019.	FICE THIS	_ DAY OF
	KIMBERLY	/ PDI INIC
	CITY CLER	
APPROVED AS TO FORM:  JOHN E. NACLERIO III ASSISTANT CITY ATTORNEY Ord\Surplus Property-Sale to Caraker L30-31 B4731		

### **Vacant Land Contract**

	Sale and Purchase: City of Cape Coral		_("Seller")
2* 3	and Ross D. Caraker (the "parties") agree to sell and buy on the terms and conditions specified below the proper	ty ("Property	_("Buyer") ")
4 5*	described as: Address: 1726 SW 39th Street, Cape Coral FL 33914		
6*	Legal Description: CAPE CORAL UNIT 70 BLK 4731 PB 22 PG 78 LOTS 30 + 31		
7			<del></del>
8 9			
0		0.1.1500000.1	7040000
1* 2* 3	SEC <u>4</u> /TWP / <u>45</u> /RNG <u>23</u> of <u>Lee</u> County, Florida. Real Property ID No.: including all improvements existing on the Property and the following additional property:		
4 <b>* 2</b> .		\$	45,000
5 6*	All deposits will be made payable to "Escrow Agent" named below and held in escrow by:  Escrow Agent's Name:  City of Cape Coral		
7*	Escrow Agent's Contact Person: Dawn Y. Andrews		
}∗	Escrow Agent's Address: P.O. Box 150027, Cape Coral FL 33915-0027		
*	Escrow Agent's Phone: (239)574-0735 Escrow Agent's Email: dandrews@capecoral.net		
)*		_	
1	(a) Initial deposit (\$0 if left blank) (Check if applicable)		
<u>?</u> ∗ 3*	□ accompanies offer     □ will be delivered to Escrow Agent within days (3 days if left blank)		
<u>l</u> *	after Effective Date	\$	1,000
;	(b) Additional deposit will be delivered to Escrow Agent (Check if applicable)		
*	☐ within days (10 days if left blank) after Effective Date		
*	□ within days (3 days if left blank) after expiration of Feasibility Study Period		6,000
3* 9*	(c) Total Financing (see Paragraph 6) (express as a dollar amount or percentage)	\$ <u>30</u>	
)  *	(d) Other:  After council acceptance  Balance to close (not including <b>Buyer's</b> closing costs, prepaid items, and prorations) to be paid at closing by wire transfer or other Collected funds	ψ	4,000
2*	(f) ☐ (Complete only if purchase price will be determined based on a per unit cost instead	of a fixed pr	
3* 1*	unit used to determine the purchase price is $\square$ lot $\square$ acre $\square$ square foot $\square$ other (sp prorating areas of less than a full unit. The purchase price will be $\$$		ed on a
5 6 7*	calculation of total area of the Property as certified to <b>Seller</b> and <b>Buyer</b> by a Florida lice accordance with Paragraph 8(c). The following rights of way and other areas will be excelled accordance.	ensed survey	yor in
3. 3.	Time for Acceptance; Effective Date: Unless this offer is signed by Seller and Buyer and delivered to all parties on or beforesee additional terms, this offer will be withdrawn are any, will be returned. The time for acceptance of any counter-offer will be 3 days after the delivered. The "Effective Date" of this contract is the date on which the last one of the signed or initialed and delivered this offer or the final counter-offer.	nd <b>Buyer's</b> d late the cour	leposit, if nter-offer is
3* <b>4.</b> 4 5 6 7 8	extended by other provisions of this contract. The Closing Date will prevail over all other time not limited to, Financing and Feasibility Study periods. However, if the Closing Date occurs Sunday, or national legal holiday, it will extend to 5:00 p.m. (where the Property is located) day. In the event insurance underwriting is suspended on Closing Date and <b>Buyer</b> is unable insurance, <b>Buyer</b> may postpone closing for up to 5 days after the insurance underwriting sustains this transaction does not close for any reason, <b>Buyer</b> will immediately return all <b>Seller</b> provi	ne periods in on a Saturd of the next b e to obtain p uspension is	cluding, but ay, business roperty lifted. If
) 1 <b>5.</b> 2	other items. <b>Extension of Closing Date:</b> If Paragraph 6(b) is checked and Closing Funds from Buyer's available on Closing Date due to Consumer Financial Protection Bureau Closing Disclosure		
	nyer ( ) ( ) and Seller ( ) ( ) acknowledge receipt of a copy of this page, which is 1 of 7 pages.  C-12 Rev 8/19	©2019 Florida	Realtors®

53 54		("CFPB Requirements), if applicable, then Closing Date shall be extended for such period necessary to satisfy CFPB Requirements, provided such period shall not exceed 10 days.
55 56 * 57 * 58 * 59 * 60 61 62 63	6.	<ul> <li>(a) ☐ Buyer will pay cash for the Property with no financing contingency.</li> <li>(b) ★ This contract is contingent on Buyer qualifying for and obtaining the commitment(s) or approval(s) specified below ("Financing") within 30 days after Effective Date (Closing Date or 30 days after Effective Date, whichever occurs first, if left blank) ("Financing Period"). Buyer will apply for Financing within 5 days after Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial, and other information required by the lender. If Buyer, after using diligence and good faith, cannot obtain the Financing within the Financing Period, either party may terminate this contract and Buyer's deposit(s) will be returned.</li> </ul>
64 * 65 * 66 * 67 68 69 70 * 71 * 72 *		<ul> <li>(1) X New Financing: Buyer will secure a commitment for new third party financing for \$</li></ul>
73 74 75 76 77 78 79 80 81 82		The mortgage, note, and any security agreement will be in a form acceptable to <b>Seller</b> and will follow forms generally accepted in the county where the Property is located; will provide for a late payment fee and acceleration at the mortgagee's option if <b>Buyer</b> defaults; will give <b>Buyer</b> the right to prepay without penalty all or part of the principal at any time(s) with interest only to date of payment; will be due on conveyance or sale; will provide for release of contiguous parcels, if applicable; and will require <b>Buyer</b> to keep liability insurance on the Property, with <b>Seller</b> as additional named insured. <b>Buyer</b> authorizes <b>Seller</b> to obtain credit, employment, and other necessary information to determine creditworthiness for the financing. <b>Seller</b> will, within 10 days after Effective Date, give <b>Buyer</b> written notice of whether or not <b>Selle</b> will make the loan.  (3) Mortgage Assumption: <b>Buyer</b> will take title subject to and assume and pay existing first mortgage to
84 * 85 * 86 * 87 * 88 * 90 * 91 *		LN# in the approximate amount of \$ currently payable at \$ per month, including principal, interest, □ taxes and insurance, and having a □ fixed □ other (describe) interest rate of% which □ will □ will not escalate upon assumption. Any variance in the mortgage will be adjusted in the balance due at closing with no adjustment to purchase price. <b>Buyer</b> will purchase <b>Seller's</b> escrow account dollar for dollar. If the interest rate upon transfer exceeds% or the assumption/transfer fee exceeds \$, either party may elect to pay the excess, failing which this contract will terminate; and <b>Buyer's</b> deposit(s) will be returned. If the lender disapproves <b>Buyer</b> this contract will terminate; and <b>Buyer's</b> deposit(s) will be returned.
93 <b>*</b> 94 <b>*</b>	7.	<b>Assignability:</b> (Check one) Buyer □ may assign and thereby be released from any further liability under this contract, □ may assign but not be released from liability under this contract, or <b>X</b> may not assign this contract.
95 * 96 * 97 * 98 * 99 * 00 * 01 * 02 * 03 * 04 * 05 * 06 * 07 * 08	8.	Title: Seller has the legal capacity to and will convey marketable title to the Property by ☐ statutory warranty deed ☒ special warranty deed ☐ other (specify)
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amount of the purchase price for fee simple title subject only to the exceptions stated above. If **Buyer** is paying for the owner's title insurance policy and **Seller** has an owner's policy, **Seller** will deliver a copy to **Buyer** within 15 days after Effective Date.

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- (2) ☐ an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to Seller, then a prior owner's title policy acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy exceptions and an update in a format acceptable to Buyer from the policy effective date and certified to Buyer or Buyer's closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to Seller, then (1) above will be the title evidence.
- (b) Title Examination: After receipt of the title evidence, Buyer will, within \_\_\_\_\_\_0 days (10 days if left blank) but no later than Closing Date, deliver written notice to Seller of title defects. Title will be deemed acceptable to Buyer if (i) Buyer fails to deliver proper notice of defects or (ii) Buyer delivers proper written notice and Seller cures the defects within \_\_\_\_\_30\_\_\_ days (30 days if left blank) ("Cure Period") after receipt of the notice. If the defects are cured within the Cure Period, closing will occur within 10 days after receipt by Buyer of notice of such cure. Seller may elect not to cure defects if Seller reasonably believes any defect cannot be cured within the Cure Period. If the defects are not cured within the Cure Period, Buyer will have 10 days after receipt of notice of Seller's inability to cure the defects to elect whether to terminate this contract or accept title subject to existing defects and close the transaction without reduction in purchase price.
- (c) Survey: Buyer may, at Buyer's expense, have the Property surveyed and must deliver written notice to Seller, within 5 days after receiving survey but not later than 5 days before Closing Date, of any encroachments on the Property, encroachments by the Property's improvements on other lands, or deed restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a title defect and Seller's and Buyer's obligations will be determined in accordance with Paragraph 8(b).
- (d) Ingress and Egress: Seller warrants that the Property presently has ingress and egress.
- 9. Property Condition: Seller will deliver the Property to Buyer at closing in its present "as is" condition, with conditions resulting from Buyer's Inspections and casualty damage, if any, excepted. Seller will not engage in or permit any activity that would materially alter the Property's condition without the Buyer's prior written consent.
  (a) Inspections: (Check (1) or (2))
  - (1) Keasibility Study: Buyer will, at Buyer's expense and within 30 days (30 days if left blank) ("Feasibility Study Period") after Effective Date and in Buyer's sole and absolute discretion, determine whether the Property is suitable for Buyer's intended use. During the Feasibility Study Period, Buyer may conduct a Phase 1 environmental assessment and any other tests, analyses, surveys, and investigations ("Inspections") that Buyer deems necessary to determine to Buyer's satisfaction the Property's engineering, architectural, and environmental properties; zoning and zoning restrictions; subdivision statutes; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state, and regional growth management plans; availability of permits, government approvals, and licenses; and other inspections that **Buyer** deems appropriate. If the Property must be rezoned, **Buyer** will obtain the rezoning from the appropriate government agencies. Seller will sign all documents Buyer is required to file in connection with development or rezoning approvals. Seller gives Buyer, its agents, contractors, and assigns, the right to enter the Property at any time during the Feasibility Study Period for the purpose of conducting Inspections, provided, however, that Buyer, its agents, contractors, and assigns enter the Property and conduct Inspections at their own risk. Buyer will indemnify and hold Seller harmless from losses, damages, costs, claims, and expenses of any nature, including attorneys' fees, expenses, and liability incurred in application for rezoning or related proceedings, and from liability to any person, arising from the conduct of any and all Inspections or any work authorized by Buyer. Buyer will not engage in any activity that could result in a construction lien being filed against the Property without Seller's prior written consent. If this transaction does not close, Buyer will, at Buyer's expense, (i) repair all damages to the Property resulting from the Inspections and return the Property to the condition it was in before conducting the Inspections and (ii) release to Seller all reports and other work generated as a result of the Inspections.

Before expiration of the Feasibility Study Period, **Buyer** must deliver written notice to **Seller** of **Buyer's** determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice requirement will constitute acceptance of the Property as suitable for **Buyer's** intended use in its "as is" condition. If the Property is unacceptable to **Buyer** and written notice of this fact is timely delivered to **Seller**, this contract will be deemed terminated, and **Buyer's** deposit(s) will be returned.

Buyer (KD) (	) and Seller (	) () acknowledge re	eceipt of a copy of this	s page, which is 3 o	of 7 pages.
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165 * 166 167 168 169 170 171 172	(b)	(2) ☐ No Feasibility Study: Buyer is satisfied that the Property is suitable for Buyer's purposes, including being satisfied that either public sewerage and water are available to the Property or the Property will be approved for the installation of a well and/or private sewerage disposal system and that existing zoning and other pertinent regulations and restrictions, such as subdivision or deed restrictions, concurrency, growth management, and environmental conditions, are acceptable to Buyer. This contract is not contingent on Buyer conducting any further investigations.  Government Regulations: Changes in government regulations and levels of service which affect Buyer's intended use of the Property will not be grounds for terminating this contract if the Feasibility Study Period has
173		expired or if Paragraph 9(a)(2) is selected.
174	(c)	<b>Flood Zone:</b> Buyer is advised to verify by survey, with the lender, and with appropriate government agencies
175	(-)	which flood zone the Property is in, whether flood insurance is required, and what restrictions apply to
176		improving the Property and rebuilding in the event of casualty.
177	(d)	Coastal Construction Control Line ("CCCL"): If any part of the Property lies seaward of the CCCL as
178	,	defined in Section 161.053, Florida Statutes, <b>Seller</b> will provide <b>Buyer</b> with an affidavit or survey as required
179		by law delineating the line's location on the Property, unless <b>Buyer</b> waives this requirement in writing. The
180		Property being purchased may be subject to coastal erosion and to federal, state, or local regulations that
181		govern coastal property, including delineation of the CCCL, rigid coastal protection structures, beach
182		nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida
183		Department of Environmental Protection, including whether there are significant erosion conditions associated
184		with the shore line of the Property being purchased.
185 *		<b>▼Buyer</b> waives the right to receive a CCCL affidavit or survey.
186 187 188	COI	osing Procedure; Costs: Closing will take place in the county where the Property is located and may be inducted by mail or electronic means. If title insurance insures <b>Buyer</b> for title defects arising between the title dereffective date and recording of <b>Buyer's</b> deed, closing agent will disburse at closing the net sale proceeds to
189		<b>ller</b> (in local cashier's check if <b>Seller</b> requests in writing at least 5 days before closing) and brokerage fees to
190		oker as per Paragraph 21. In addition to other expenses provided in this contract, <b>Seller</b> and <b>Buyer</b> will pay the
191		sts indicated below.
192		Seller Costs:
193	(-,	Taxes on deed
194*		Recording fees for documents needed to cure title
195		Title evidence (if applicable under Paragraph 8)
196*		Estoppel Fee(s)
197**		Other:
198	(b)	Buyer Costs:
199		Taxes and recording fees on notes and mortgages
200		Recording fees on the deed and financing statements
201		Loan expenses
202		Title evidence (if applicable under Paragraph 8)
203		Lender's title policy at the simultaneous issue rate
204		Inspections
205		Survey
206		Insurance
207*		Other: Premiere Plus Realty Co. Processing Fee of \$195
208	(C)	Prorations: The following items will be made current and prorated as of the day before Closing Date: real
209		estate taxes (including special benefit tax liens imposed by a CDD), interest, bonds, assessments, leases, and
210		other Property expenses and revenues. If taxes and assessments for the current year cannot be determined,
211	( -IN	the previous year's rates will be used with adjustment for any exemptions.
212	(a)	Special Assessment by Public Body: Regarding special assessments imposed by a public body, Seller will
213		pay (i) the full amount of liens that are certified, confirmed, and ratified before closing and (ii) the amount of the
214		last estimate of the assessment if an improvement is substantially completed as of Effective Date but has not
215		resulted in a lien before closing; and <b>Buyer</b> will pay all other amounts. If special assessments may be paid in installments, $\square$ <b>Seller K Buyer</b> ( <b>Buyer</b> if left blank) will pay installments due after closing. If <b>Seller</b> is
216*		
217		checked, <b>Seller</b> will pay the assessment in full before or at the time of closing. Public body does not include a Homeowners' or Condominium Association.
218	(0)	PROPERTY TAX DISCLOSURE SUMMARY: BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT
219 220	( <del>U</del> )	PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT <b>BUYER</b> MAY BE OBLIGATED TO
221		PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY
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222 IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER 223 PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE 224 COUNTY PROPERTY APPRAISER'S OFFICE FOR FURTHER INFORMATION.

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- (f) Foreign Investment in Real Property Tax Act ("FIRPTA"): If Seller is a "foreign person" as defined by FIRPTA, Seller and Buyer will comply with FIRPTA, which may require Seller to provide additional cash at closing.
- (g) 1031 Exchange: If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneously with closing or after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will cooperate in all reasonable respects to effectuate the Exchange including executing documents, provided, however, that the cooperating party will incur no liability or cost related to the Exchange and that the closing will not be contingent upon, extended, or delayed by the Exchange.
- 11. Computation of Time: Calendar days will be used when computing time periods, except time periods of 5 days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal holidays specified in 5 U.S.C. 6103(a). Any time period ending on a Saturday, Sunday, or national legal holiday will extend until 5:00 p.m. (where the Property is located) of the next business day. Time is of the essence in this contract.
- 12. Risk of Loss; Eminent Domain: If any portion of the Property is materially damaged by casualty before closing or Seller negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain proceedings or an eminent domain proceeding is initiated, Seller will promptly inform Buyer. Either party may terminate this contract by written notice to the other within 10 days after Buyer's receipt of Seller's notification, and Buyer's deposit(s) will be returned, failing which Buyer will close in accordance with this contract and receive all payments made by the governmental authority or insurance company, if any.
- 13. Force Majeure: Seller or Buyer will not be required to perform any obligation under this contract or be liable to each other for damages so long as the performance or non-performance of the obligation is delayed, caused, or prevented by an act of God or force majeure. An "act of God or "force majeure" is defined as hurricanes, earthquakes, floods, fire, unusual transportation delays, wars, insurrections, and any other cause not reasonably within the control of Seller or Buyer and which by the exercise of due diligence the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended for the period that the act of God or force majeure is in place. However, in the event that such act of God or force majeure event continues beyond 30 days, either party may terminate this contract by delivering written notice to the other; and Buyer's deposit(s) will be returned.
- 14. Notices: All notices will be in writing and delivered to the parties and Broker by mail, personal delivery, or electronic means. Buyer's failure to timely deliver written notice to Seller, when such notice is required by this contract, regarding any contingency will render that contingency null and void, and this contract will be construed as if the contingency did not exist. Any notice, document, or item delivered to or received by an attorney or licensee (including a transactions broker) representing a party will be as effective as if delivered to or received by that party.
- 15. Complete Agreement; Persons Bound: This contract is the entire agreement between Seller and Buyer. Except for brokerage agreements, no prior or present agreements will bind Seller, Buyer, or Broker unless incorporated into this contract. Modifications of this contract will not be binding unless in writing, signed or initialed, and delivered by the party to be bound. Electronic signatures will be acceptable and binding. This contract, signatures, initials, documents referenced in this contract, counterparts, and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this contract prevail over preprinted terms. If any provision of this contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. Seller and Buyer will use diligence and good faith in performing all obligations under this contract. This contract will not be recorded in any public record. The terms "Seller," "Buyer," and "Broker" may be singular or plural. This contract is binding on the heirs, administrators, executors, personal representatives, and assigns, if permitted, of Seller, Buyer, and Broker.
- **16. Default and Dispute Resolution:** This contract will be construed under Florida law. This Paragraph will survive closing or termination of this contract.
  - (a) Seller Default: If Seller fails, neglects, or refuses to perform Seller's obligations under this contract, Buyer may elect to receive a return of Buyer's deposit(s) without thereby waiving any action for damages resulting from Seller's breach and may seek to recover such damages or seek specific performance. Seller will also be liable for the full amount of the brokerage fee.

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(b) Buyer Default: If Buyer fails, neglects, or refuses to perform Buyer's obligations under this contract, including payment of deposit(s), within the time(s) specified, Seller may elect to recover and retain the deposit(s), paid and agreed to be paid, for the account of Seller as agreed upon liquidated damages, consideration for execution of this contract, and in full settlement of any claims, whereupon Seller and Buyer will be relieved from all further obligations under this contract; or Seller, at Seller's option, may proceed in equity to enforce Seller's rights under this contract.

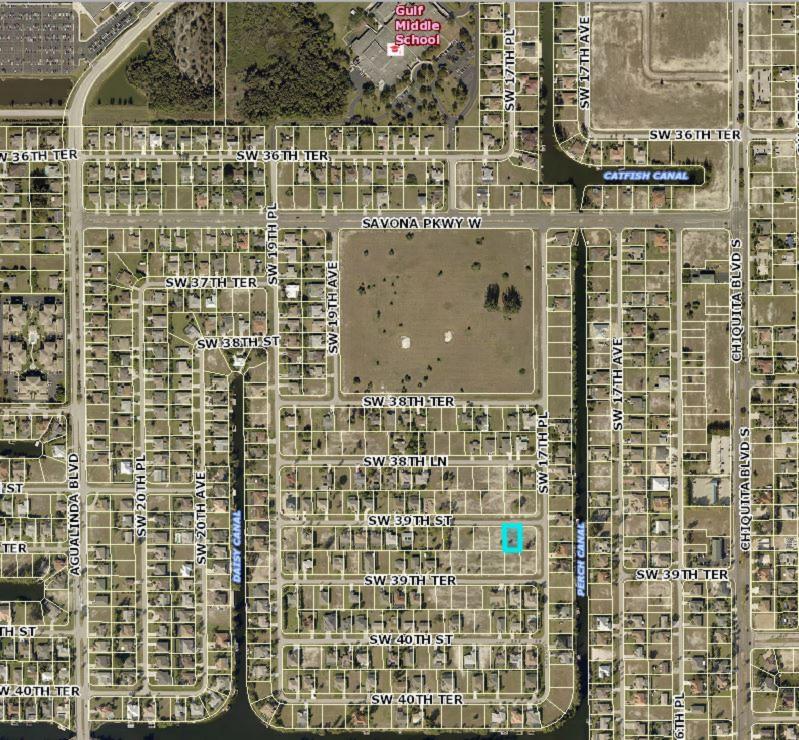
- **17. Attorney's Fees; Costs:** In any litigation permitted by this Contract, the prevailing party shall be entitled to recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting the litigation. This Paragraph 17 shall survive Closing or termination of this Contract.
- **18. Escrow Agent; Closing Agent: Seller** and **Buyer** authorize Escrow Agent and closing agent (collectively "Agent") to receive, deposit, and hold funds and other items in escrow and, subject to Collection, disburse them upon proper authorization and in accordance with Florida law and the terms of this contract, including disbursing brokerage fees. "Collection" or "Collected" means any checks tendered or received have become actually and finally collected and deposited in the account of Agent. The parties agree that Agent will not be liable to any person for misdelivery of escrowed items to **Seller** or **Buyer**, unless the misdelivery is due to Agent's willful breach of this contract or gross negligence. If Agent interpleads the subject matter of the escrow, Agent will pay the filing fees and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party.
- 19. Professional Advice; Broker Liability: Broker advises Seller and Buyer to verify all facts and representations that are important to them and to consult an appropriate professional for legal advice (for example, interpreting this contract, determining the effect of laws on the Property and this transaction, status of title, foreign investor reporting requirements, the effect of property lying partially or totally seaward of the CCCL, etc.) and for tax, property condition, environmental, and other specialized advice. Buyer acknowledges that Broker does not reside in the Property and that all representations (oral, written, or otherwise) by Broker are based on Seller representations or public records. Buyer agrees to rely solely on Seller, professional inspectors, and government agencies for verification of the Property condition and facts that materially affect Property value. Seller and Buyer respectively will pay all costs and expenses, including reasonable attorneys' fees at all levels, incurred by Broker and Broker's officers, directors, agents, and employees in connection with or arising from Seller's or Buyer's misstatement or failure to perform contractual obligations. Seller and Buyer hold harmless and release Broker and Broker's officers, directors, agents, and employees from all liability for loss or damage based on (i) Seller's or Buyer's misstatement or failure to perform contractual obligations; (ii) the use or display of listing data by third parties, including, but not limited to, photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, and remarks related to the Property; (iii) Broker's performance, at **Seller's** or **Buyer's** request, of any task beyond the scope of services regulated by Chapter 475, Florida Statutes, as amended, including Broker's referral, recommendation, or retention of any vendor; (iv) products or services provided by any vendor; and (v) expenses incurred by any vendor. Seller and Buyer each assume full responsibility for selecting and compensating their respective vendors. This Paragraph will not relieve Broker of statutory obligations. For purposes of this Paragraph, Broker will be treated as a party to this contract. This Paragraph will survive closing.
- **20.** Commercial Real Estate Sales Commission Lien Act: If the Property is commercial real estate as defined by Section 475.701, Florida Statutes, the following disclosure will apply: The Florida Commercial Real Estate Sales Commission Lien Act provides that when a broker has earned a commission by performing licensed services under a brokerage agreement with you, the broker may claim a lien against your net sales proceeds for the broker's commission. The broker's lien rights under the act cannot be waived before the commission is earned.
- 21. Brokers: The brokers named below are collectively referred to as "Broker." Instruction to closing agent: Seller and Buyer direct closing agent to disburse at closing the full amount of the brokerage fees as specified in separate brokerage agreements with the parties and cooperative agreements between the Brokers, except to the extent Broker has retained such fees from the escrowed funds. This Paragraph will not be used to modify any MLS or other offer of compensation made by Seller or Seller's Broker to Buyer's Broker.

(a)	,	Dawn Y. Andrews	,	(Seller's Broker)
` ,	will be compensated by ☐ <b>Seller</b> (specify):		pursuant to   a listing agreem  g a commission	nent Kother
(b)		Premiere Plus Realty Co.	<del></del>	_ ( <b>Buyer's</b> Broker)
	will be compensated by □ <b>Seller</b> compensation □ other (specify):	☐ <b>Buyer</b> ☐ both parties	☐ <b>Seller's</b> Broker pursuant to 3%	a MLS offer of
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Item

B.(8)

Number:

Meeting

11/4/2019

Date: Item

**ORDINANCES/RESOLUTIONS -**

Type:

**Introductions** 

## **AGENDA REQUEST FORM** CITY OF CAPE CORAL



#### TITLE:

Ordinance 56-19 Set Public Hearing Date for November 18, 2019

#### **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:

An Ordinance approving the sale of municipal surplus real property described as Lots 35, 36, 37 and 38, Block 5195, Unit 83, Cape Coral Subdivision pursuant to Section 2-155 of the City of Cape Coral Code of Ordinances; authorizing and directing the Mayor and City Clerk to execute a deed conveying the aforementioned surplus real property to Vincent Richards and Rhiannon Richards; property located at 3006 and 3010 NW 47<sup>th</sup> Avenue.

#### **LEGAL REVIEW:**

John E. Naclerio III, Assistant City Attorney

#### **EXHIBITS:**

Ordinance 56-19 **Location Map** 

#### PREPARED BY:

Department-Division-

#### **SOURCE OF ADDITIONAL INFORMATION:**

Dawn Andrews, Property Broker

## ATTACHMENTS:

## **Description**

- o Ordinance 56-19
- Location Map

## Type

Ordinance

Backup Material

#### ORDINANCE 56 - 19

AN ORDINANCE APPROVING THE SALE OF MUNICIPAL SURPLUS REAL PROPERTY DESCRIBED AS LOTS 35, 36, 37 AND 38, BLOCK 5195, UNIT 83, CAPE CORAL SUBDIVISION PURSUANT TO SECTION 2-155 OF THE CITY OF CAPE CORAL CODE OF ORDINANCES; AUTHORIZING AND DIRECTING THE MAYOR AND CLERK TO EXECUTE A DEED CONVEYING THE AFOREMENTIONED SURPLUS REAL PROPERTY TO VINCENT RICHARDS AND RHIANNON RICHARDS; PROVIDING SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the City of Cape Coral acquired a certain parcel of real property described as Lots 35, 36, 37 and 38, Block 5195, Unit 83, Cape Coral Subdivision, located at 3006 and 3010 NW 47<sup>th</sup> Avenue, which has been declared to be surplus real property pursuant to City Code of Ordinances Chapter 2, Article VII, Division 3, Section 2-155(a), by the City Council in Ordinance 73-18; and

WHEREAS, City Code of Ordinances Chapter 2, Article VII, Division 3, Section 2-155(c) indicates prior to the sale or other disposition of any city-owned real property, an appraisal shall be obtained; and

WHEREAS, the City has obtained a recent appraisal of a comparable property; and

WHEREAS, City Code of Ordinances Chapter 2, Article VII, Division 3, Section 2-155(e) provides for eight methods in which the City may divest itself of City properties. The Ordinance further states "The property may be listed for sale in the multiple listing service (MLS) for a period of not less than 30 days. The city may accept the highest or best offer received during the listing period, provided that such offer is not less than 90% of the appraised value of said property"; and

WHEREAS, the City Council desires to convey the subject parcel as surplus real property pursuant to Section 2-155 of the City of Cape Coral Code of Ordinances; and

WHEREAS, Section 4.17 of the City Charter provides that the conveyance of any lands owned by the City shall be by ordinance.

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

Section 1. The City Council hereby approves the sale of the surplus real property described as Lots 35, 36, 37 and 38, Block 5195, Unit 83, Cape Coral Subdivision as recorded in Plat Book 23, Pages 41 to 54, inclusive, in the Public Records of Lee County, Florida.

Section 2. The City Council hereby accepts the purchase contract offer, as attached hereto and made a part hereof as Exhibit "A", from Vincent Richards and Rhiannon Richards, to purchase 3006 and 3010 NW 47<sup>th</sup> Avenue, legally described as Lots 35, 36, 37 and 38, Block 5195, Unit 83, Cape Coral Subdivision, as recorded in Plat Book 23, Pages 41 to 54, inclusive, in the Public Records of Lee County, Florida.

Section 3. The Mayor and City Clerk are hereby authorized to convey, by executing a warranty deed, the property described in Section 1 to Vincent Richards and Rhiannon Richards.

Section 4. Severability. In the event that any portion or Section of this ordinance is determined to be invalid, illegal or unconstitutional by a court of competent jurisdiction, such decision shall in no manner affect the remaining portions or Sections of this ordinance which shall remain in full force and effect.

Section 5. Effective Date. This ordinance shall become effective immediately after its adoption by the Cape Coral City Council.

ADOPTED BY THE CITY COCOUNCIL SESSION THIS			TS REGULAR
	ĪŌĒ	COVIELLO, MAYOR	

NELSON WELSH WILLIAMS COSDEN	
FICE THIS	DAY OF
KIMBERLY	BRUNS
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VOTE OF MAYOR AND COUNCILMEMBERS:

#### **Vacant Land Contract**



1.	Sale and Purchase:  and City of Cape Coral  Vincent Richards & Rhiannon Richards, Husband and Wife		("Seller")
	and Vincent Richards & Rhiannon Richards, Husband and Wife	(IID)	("Buyer")
	(the "parties") agree to sell and buy on the terms and conditions specified below the proper described as:	ty ("Prope	erty")
	Address: 3006 & 3010 NW 47th Avenue		
	Legal Description: Lots 35, 36, 37 and 38, Block 5195, Cape Coral Unit 83, Plat Book 23, F	age 51	
	Strap #s: 25-43-22-C1-05195.0350 and 25-43-22-C1-05195.0370		
	SEC 25 /TWP 43 /RNG 22 of LEE County, Florida. Real Property ID No.:	See a	
	including all improvements existing on the Property and the following additional property: _		<u> </u>
	Purchase Price: (U.S. currency)	\$	216,000.00
	All deposits will be made payable to "Escrow Agent" named below and held in escrow by:		·
	Escrow Agent's Name: City of Cape Coral	_	
	Escrow Agent's Contact Person: Dawn Y. Andrews		
	Escrow Agent's Contact Person:  Escrow Agent's Address:  Dawn Y. Andrews  P.O. Box 150027, Cape Coral, FL 33915-0027	-	
	Escrow Agent's Phone:  Escrow Agent's Email:  239-574-0735  dandrews@capecoral.net	-	
	Escrow Agent's Email: dandrews@capecoral.net	-	
	<ul> <li>(a) Initial deposit (\$0 if left blank) (Check if applicable)</li> <li>☑ accompanies offer</li> </ul>		
	☐ will be delivered to Escrow Agent within days (3 days if left blank)		
	after Effective Date	\$	2,000.00
	(b) Additional deposit will be delivered to Escrow Agent (Check if applicable)		
	within days (10 days if left blank) after Effective Date	•	
	within days (3 days if left blank) after expiration of Feasibility Study Period	\$	
	(c) Total Financing (see Paragraph 6) (express as a dollar amount or percentage)		8,000.00
	(d) Other: After City Council Acceptance  (e) Balance to close (not including <b>Buyer's</b> closing costs, prepaid items, and prorations)	\$	8,000.00
	to be paid at closing by wire transfer or other Collected funds	\$	206,000.00
	(f) (Complete only if purchase price will be determined based on a per unit cost instead		
	unit used to determine the purchase price is □ lot □ acre □ square foot □ other (spe		
	prorating areas of less than a full unit. The purchase price will be \$		
	calculation of total area of the Property as certified to Seller and Buyer by a Florida lice		
	accordance with Paragraph 8(c). The following rights of way and other areas will be exc	cluded fro	m the
	calculation:		
3.	Time for Acceptance; Effective Date: Unless this offer is signed by Seller and Buyer and		
	delivered to all parties on or before See Additional Terms, this offer will be withdrawn an		
	any, will be returned. The time for acceptance of any counter-offer will be 3 days after the days		
	delivered. The "Effective Date" of this contract is the date on which the last one of the signed or initialed and delivered this offer or the final counter-offer.	Seller an	id Buyer nas
ı	Closing Date: This transaction will close on See Additional Terms ("Closing Date"), unl		ifically
•	extended by other provisions of this contract. The Closing Date will prevail over all other time		
	not limited to, Financing and Feasibility Study periods. However, if the Closing Date occurs		
	Sunday, or national legal holiday, it will extend to 5:00 p.m. (where the Property is located) of		
	day. In the event insurance underwriting is suspended on Closing Date and <b>Buyer</b> is unable		
	insurance, <b>Buyer</b> may postpone closing for up to 5 days after the insurance underwriting su		
	this transaction does not close for any reason, <b>Buyer</b> will immediately return all <b>Seller</b> provi		
	other items.		
j.	Extension of Closing Date: If Paragraph 6(b) is checked and Closing Funds from Buyer's	lender(s)	are not
	available on Closing Date due to Consumer Financial Protection Bureau Closing Disclosure	delivery	requirements
	2. 01		
Зuу	er ( ) (   Jand Seller ( ) ( ) acknowledge receipt of a copy of this page, which is 1 of 7 pages.		

VAC-12 Rev 8/19 Serial#: 043520-300157-1854191

53 54	("CFPB Requirements"), if applicable, then Closing Date shall be extended for such period necessary to satisfy CFPB Requirements, provided such period shall not exceed 10 days.	
55 56 * 57 * 58 * 59 * 60 61 62 63 64 *	<ul> <li>6. Financing: (Check as applicable)</li> <li>(a) ☐ Buyer will pay cash for the Property with no financing contingency.</li> <li>(b) ☑ This contract is contingent on Buyer qualifying for and obtaining the commitment(s) or approval(s) specific below ("Financing") within days after Effective Date (Closing Date or 30 days after Effective Date, whichever occurs first, if left blank) ("Financing Period"). Buyer will apply for Financing within days after Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial, and other information required by the lender. If Buyer, after using diligence and good faith, cannot obtain the Financing within the Financing Period, either party may terminate this contract and Buyer's deposit(s) will be returned.</li> <li>(1) ☑ New Financing: Buyer will secure a commitment for new third party financing for \$</li> </ul>	l
65 * 66 * 67 68 69 70 * 71 * 72 *	or80% of the purchase price at (Check one) ☑ a fixed rate not exceeding5% ☐ an adjustable interest rate not exceeding% at origination (a fixed rate at the prevailing interest rate based on Buyer's creditworthiness if neither choice is selected). Buyer will keep Seller and Broker fully informed of the loan application status and progress and authorizes the lender or mortgage broker to disclose all such information to Seller and Broker.  (2) ☐ Seller Financing: Buyer will execute a ☐ first ☐ second purchase money note and mortgage to Seller in the amount of \$, bearing annual interest at% and payable as follow	
72 73 74 75 76 77 78 79 80 81 82*	The mortgage, note, and any security agreement will be in a form acceptable to <b>Seller</b> and will follow forms generally accepted in the county where the Property is located; will provide for a late payment fee and acceleration at the mortgagee's option if <b>Buyer</b> defaults; will give <b>Buyer</b> the right to prepay without penalty all or part of the principal at any time(s) with interest only to date of payment; will be due on conveyance or sale; will provide for release of contiguous parcels, if applicable; and will require <b>Buyer</b> to keep liability insurance on the Property, with <b>Seller</b> as additional named insured. <b>Buyer</b> authorizes <b>Selle</b> to obtain credit, employment, and other necessary information to determine creditworthiness for the financing. <b>Seller</b> will, within 10 days after Effective Date, give <b>Buyer</b> written notice of whether or not <b>Seller</b> will make the loan.  (3) Mortgage Assumption: Buyer will take title subject to and assume and pay existing first mortgage to	o er er
83* 84* 85* 86* 87* 88 89* 90* 91	in the approximate amount of \$\ currently payable at \$\ per month, including principal, interest, \( \Boxed \) taxes and insurance, and having a \( \Boxed \) interest rate of \( \Boxed \) which \( \Boxed \) will not escalate upon assumption. Any variance in the mortgag will be adjusted in the balance due at closing with no adjustment to purchase price. <b>Buyer</b> will purchase <b>Seller's</b> escrow account dollar for dollar. If the interest rate upon transfer exceeds \( \Boxed \) or the assumption/transfer fee exceeds \( \Boxed \) either party may elect to pay the excess, failing which this contract will terminate; and <b>Buyer's</b> deposit(s) will be returned. If the lender disapproves <b>Buye</b> this contract will terminate; and <b>Buyer's</b> deposit(s) will be returned.	je
93 * 94 *	7. Assignability: (Check one) Buyer $\square$ may assign and thereby be released from any further liability under this contract, $\square$ may assign but not be released from liability under this contract, or $\square$ may not assign this contract.	
95* 96* 97 98 99* 100 101	8. Title: Seller has the legal capacity to and will convey marketable title to the Property by 🗵 statutory warranty deed 🗆 special warranty deed 🗆 other (specify)	_,
102 103 104* 105* 106 107*	for the title search, including tax and lien search (including municipal lien search) if performed, and all other fees charged by closing agent. Seller will deliver to Buyer, at (Check one) Seller's Buyer's expense and (Check one) days after Effective Date at least 15 days before Closing Date, (Check one)  (1) S a title insurance commitment by a Florida licensed title insurer setting forth those matters to be	
108	discharged by <b>Seller</b> at or before closing and, upon <b>Buyer</b> recording the deed, an owner's policy in the Buyer ( ) ( ) acknowledge receipt of a copy of this page, which is 2 of 7 pages.	

109	amount of the purchase price for fee simple title subject only to the exceptions stated above. If Buyer is
110	paying for the owner's title insurance policy and Seller has an owner's policy, Seller will deliver a copy to
111	Buyer within 15 days after Effective Date.
112*	(2) an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an
113	existing firm. However, if such an abstract is not available to Seller, then a prior owner's title policy
114	acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will
115	include copies of all policy exceptions and an update in a format acceptable to Buyer from the policy
116	effective date and certified to Buyer or Buyer's closing agent together with copies of all documents
117	recited in the prior policy and in the update. If such an abstract or prior policy is not available to Seller,
118	then (1) above will be the title evidence.
119*	(b) Title Examination: After receipt of the title evidence, Buyer will, within5 days (10 days if left blank) but
120	no later than Closing Date, deliver written notice to Seller of title defects. Title will be deemed acceptable to
121	Buyer if (i) Buyer fails to deliver proper notice of defects or (ii) Buyer delivers proper written notice and Seller
122*	cures the defects within days (30 days if left blank) ("Cure Period") after receipt of the notice. If the
123	defects are cured within the Cure Period, closing will occur within 10 days after receipt by Buyer of notice of
124	such cure. <b>Seller</b> may elect not to cure defects if <b>Seller</b> reasonably believes any defect cannot be cured within
125	the Cure Period. If the defects are not cured within the Cure Period, <b>Buyer</b> will have 10 days after receipt of
126	notice of <b>Seller's</b> inability to cure the defects to elect whether to terminate this contract or accept title subject
127	to existing defects and close the transaction without reduction in purchase price.  (c) Survey: Buyer may, at Buyer's expense, have the Property surveyed and must deliver written notice to
128	Seller, within 5 days after receiving survey but not later than 5 days before Closing Date, of any
129 130	encroachments on the Property, encroachments by the Property's improvements on other lands, or deed
131	restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a
132	title defect and <b>Seller's</b> and <b>Buyer's</b> obligations will be determined in accordance with Paragraph 8(b).
133	(d) Ingress and Egress: Seller warrants that the Property presently has ingress and egress.
134	9. Property Condition: Seller will deliver the Property to Buyer at closing in its present "as is" condition, with
135	conditions resulting from <b>Buyer's</b> Inspections and casualty damage, if any, excepted. <b>Seller</b> will not engage in or
136	permit any activity that would materially alter the Property's condition without the <b>Buyer's</b> prior written consent.
137	(a) Inspections: (Check (1) or (2))  (1) ☑ Feasibility Study: Buyer will, at Buyer's expense and within 20 days (30 days if left blank)
138*	("Feasibility Study Period") after Effective Date and in <b>Buyer's</b> sole and absolute discretion, determine
139 140	whether the Property is suitable for <b>Buyer's</b> intended use. During the Feasibility Study Period, <b>Buyer</b> may
141	conduct a Phase 1 environmental assessment and any other tests, analyses, surveys, and investigations
142	("Inspections") that <b>Buyer</b> deems necessary to determine to <b>Buyer's</b> satisfaction the Property's
142	engineering, architectural, and environmental properties; zoning and zoning restrictions; subdivision
144	statutes; soil and grade; availability of access to public roads, water, and other utilities; consistency with
145	local, state, and regional growth management plans; availability of permits, government approvals, and
146	licenses: and other inspections that <b>Buver</b> deems appropriate. If the Property must be rezoned, <b>Buver</b> will

cretion, determine ly Period, **Buyer** may s, and investigations Property's ns: subdivision es; consistency with ent approvals, and licenses; and other inspections that Buyer deems appropriate. If the Property must be rezoned, Buyer will obtain the rezoning from the appropriate government agencies. Seller will sign all documents Buyer is required to file in connection with development or rezoning approvals. Seller gives Buyer, its agents, contractors, and assigns, the right to enter the Property at any time during the Feasibility Study Period for the purpose of conducting Inspections, provided, however, that Buyer, its agents, contractors, and assigns enter the Property and conduct Inspections at their own risk. Buyer will indemnify and hold Seller harmless from losses, damages, costs, claims, and expenses of any nature, including attorneys' fees, expenses, and liability incurred in application for rezoning or related proceedings, and from liability to any person, arising from the conduct of any and all Inspections or any work authorized by Buyer. Buyer will not engage in any activity that could result in a construction lien being filed against the Property without Seller's prior written consent. If this transaction does not close, Buyer will, at Buyer's expense, (i) repair all damages to the Property resulting from the Inspections and return the Property to the condition it was in before conducting the Inspections and (ii) release to Seller all reports and other work generated as a result of the Inspections.

Before expiration of the Feasibility Study Period, Buyer must deliver written notice to Seller of Buyer's determination of whether or not the Property is acceptable. Buyer's failure to comply with this notice requirement will constitute acceptance of the Property as suitable for Buyer's intended use in its "as is" condition. If the Property is unacceptable to Buyer and written notice of this fact is timely delivered to Seller, this contract will be deemed terminated, and Buyer's deposit(s) will be returned.

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165 *		(2) No Feasibility Study: Buyer is satisfied that the Property is suitable for Buyer's purposes, including
166		being satisfied that either public sewerage and water are available to the Property or the Property will be
167	ψ.	approved for the installation of a well and/or private sewerage disposal system and that existing zoning
168		and other pertinent regulations and restrictions, such as subdivision or deed restrictions, concurrency,
169		growth management, and environmental conditions, are acceptable to <b>Buyer</b> . This contract is not
170		contingent on <b>Buyer</b> conducting any further investigations.
	/h	Government Regulations: Changes in government regulations and levels of service which affect Buyer's
171	(D	
172		intended use of the Property will not be grounds for terminating this contract if the Feasibility Study Period has
173		expired or if Paragraph 9(a)(2) is selected.
174	(c)	Flood Zone: Buyer is advised to verify by survey, with the lender, and with appropriate government agencies
175		which flood zone the Property is in, whether flood insurance is required, and what restrictions apply to
176		improving the Property and rebuilding in the event of casualty.
177	(d)	Coastal Construction Control Line ("CCCL"): If any part of the Property lies seaward of the CCCL as
178		defined in Section 161.053, Florida Statutes, Seller will provide Buyer with an affidavit or survey as required
179		by law delineating the line's location on the Property, unless <b>Buyer</b> waives this requirement in writing. The
180		Property being purchased may be subject to coastal erosion and to federal, state, or local regulations that
181		govern coastal property, including delineation of the CCCL, rigid coastal protection structures, beach
182		nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida
183		Department of Environmental Protection, including whether there are significant erosion conditions associated
184		with the shore line of the Property being purchased.
		☐ Buyer waives the right to receive a CCCL affidavit or survey.
185*		Duyer waives the light to receive a Good amuavit of survey.
186	10. CI	osing Procedure; Costs: Closing will take place in the county where the Property is located and may be
187		nducted by mail or electronic means. If title insurance insures Buyer for title defects arising between the title
188		ider effective date and recording of Buyer's deed, closing agent will disburse at closing the net sale proceeds to
189		<b>Iler</b> (in local cashier's check if <b>Seller</b> requests in writing at least 5 days before closing) and brokerage fees to
190		oker as per Paragraph 21. In addition to other expenses provided in this contract, <b>Seller</b> and <b>Buyer</b> will pay the
		sts indicated below.
191		
192	(a)	Seller Costs:
193		Taxes on deed
194		Recording fees for documents needed to cure title
195		Title evidence (if applicable under Paragraph 8)
196		Estoppel Fee(s)
197 *		Other:
198	(b)	Buyer Costs:
199		Taxes and recording fees on notes and mortgages
200		Recording fees on the deed and financing statements
201		
202		Loan expenses
		Loan expenses Title evidence (if applicable under Paragraph 8)
203		
		Title evidence (if applicable under Paragraph 8) Lender's title policy at the simultaneous issue rate
204		Title evidence (if applicable under Paragraph 8) Lender's title policy at the simultaneous issue rate Inspections
204 205		Title evidence (if applicable under Paragraph 8) Lender's title policy at the simultaneous issue rate Inspections Survey
204 205 206		Title evidence (if applicable under Paragraph 8) Lender's title policy at the simultaneous issue rate Inspections Survey Insurance
204 205 206 207 *	(c)	Title evidence (if applicable under Paragraph 8) Lender's title policy at the simultaneous issue rate Inspections Survey Insurance Other:
204 205 206 207 * 208	(c)	Title evidence (if applicable under Paragraph 8) Lender's title policy at the simultaneous issue rate Inspections Survey Insurance Other:  Prorations: The following items will be made current and prorated as of the day before Closing Date: real
203 204 205 206 207 * 208 209	(c)	Title evidence (if applicable under Paragraph 8) Lender's title policy at the simultaneous issue rate Inspections Survey Insurance Other:  Prorations: The following items will be made current and prorated as of the day before Closing Date: real estate taxes (including special benefit tax liens imposed by a CDD), interest, bonds, assessments, leases, and
204 205 206 207 * 208 209 210	(c)	Title evidence (if applicable under Paragraph 8) Lender's title policy at the simultaneous issue rate Inspections Survey Insurance Other:  Prorations: The following items will be made current and prorated as of the day before Closing Date: real estate taxes (including special benefit tax liens imposed by a CDD), interest, bonds, assessments, leases, and other Property expenses and revenues. If taxes and assessments for the current year cannot be determined,
204 205 206 207* 208 209 210	. ,	Title evidence (if applicable under Paragraph 8) Lender's title policy at the simultaneous issue rate Inspections Survey Insurance Other:  Prorations: The following items will be made current and prorated as of the day before Closing Date: real estate taxes (including special benefit tax liens imposed by a CDD), interest, bonds, assessments, leases, and other Property expenses and revenues. If taxes and assessments for the current year cannot be determined, the previous year's rates will be used with adjustment for any exemptions.
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Form Simplicity

Serial#: 043520-300157-1854191

- (f) Foreign Investment in Real Property Tax Act ("FIRPTA"): If Seller is a "foreign person" as defined by FIRPTA, Seller and Buyer will comply with FIRPTA, which may require Seller to provide additional cash at closing.
- (g) 1031 Exchange: If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneously with closing or after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will cooperate in all reasonable respects to effectuate the Exchange including executing documents, provided, however, that the cooperating party will incur no liability or cost related to the Exchange and that the closing will not be contingent upon, extended, or delayed by the Exchange.
- 11. Computation of Time: Calendar days will be used when computing time periods, except time periods of 5 days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal holidays specified in 5 U.S.C. 6103(a). Any time period ending on a Saturday, Sunday, or national legal holiday will extend until 5:00 p.m. (where the Property is located) of the next business day. Time is of the essence in this contract.
- 12. Risk of Loss; Eminent Domain: If any portion of the Property is materially damaged by casualty before closing or Seller negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain proceedings or an eminent domain proceeding is initiated, Seller will promptly inform Buyer. Either party may terminate this contract by written notice to the other within 10 days after Buyer's receipt of Seller's notification, and Buyer's deposit(s) will be returned, failing which Buyer will close in accordance with this contract and receive all payments made by the governmental authority or insurance company, if any.
- 13. Force Majeure: Seller or Buyer will not be required to perform any obligation under this contract or be liable to each other for damages so long as the performance or non-performance of the obligation is delayed, caused, or prevented by an act of God or force majeure. An "act of God or "force majeure" is defined as hurricanes, earthquakes, floods, fire, unusual transportation delays, wars, insurrections, and any other cause not reasonably within the control of Seller or Buyer and which by the exercise of due diligence the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended for the period that the act of God or force majeure is in place. However, in the event that such act of God or force majeure event continues beyond 30 days, either party may terminate this contract by delivering written notice to the other; and Buyer's deposit(s) will be returned.
- 14. Notices: All notices will be in writing and delivered to the parties and Broker by mail, personal delivery, or electronic means. Buyer's failure to timely deliver written notice to Seller, when such notice is required by this contract, regarding any contingency will render that contingency null and void, and this contract will be construed as if the contingency did not exist. Any notice, document, or item delivered to or received by an attorney or licensee (including a transactions broker) representing a party will be as effective as if delivered to or received by that party.
- 15. Complete Agreement; Persons Bound: This contract is the entire agreement between Seller and Buyer. Except for brokerage agreements, no prior or present agreements will bind Seller, Buyer, or Broker unless incorporated into this contract. Modifications of this contract will not be binding unless in writing, signed or initialed, and delivered by the party to be bound. Electronic signatures will be acceptable and binding. This contract, signatures, initials, documents referenced in this contract, counterparts, and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this contract prevail over preprinted terms. If any provision of this contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. Seller and Buyer will use diligence and good faith in performing all obligations under this contract. This contract will not be recorded in any public record. The terms "Seller," "Buyer," and "Broker" may be singular or plural. This contract is binding on the heirs, administrators, executors, personal representatives, and assigns, if permitted, of Seller, Buyer, and Broker.
- **16. Default and Dispute Resolution:** This contract will be construed under Florida law. This Paragraph will survive closing or termination of this contract.
  - (a) Seller Default: If Seller fails, neglects, or refuses to perform Seller's obligations under this contract, Buyer may elect to receive a return of Buyer's deposit(s) without thereby waiving any action for damages resulting from Seller's breach and may seek to recover such damages or seek specific performance. Seller will also be liable for the full amount of the brokerage fee.

Buyer (12) (1) and Seller (		
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Buver ( ) ( ) and Seller (	<ul> <li>acknowledge receipt of a copy of this page</li> </ul>	, which is 5 of / pages.
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- (b) Buyer Default: If Buyer fails, neglects, or refuses to perform Buyer's obligations under this contract, including payment of deposit(s), within the time(s) specified, Seller may elect to recover and retain the deposit(s), paid and agreed to be paid, for the account of **Seller** as agreed upon liquidated damages, consideration for execution of this contract, and in full settlement of any claims, whereupon Seller and Buyer will be relieved from all further obligations under this contract; or Seller, at Seller's option, may proceed in equity to enforce Seller's rights under this contract.
- 17. Attorney's Fees; Costs: In any litigation permitted by this Contract, the prevailing party shall be entitled to recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting the litigation. This Paragraph 17 shall survive Closing or termination of this Contract.
- 18. Escrow Agent: Closing Agent: Seller and Buyer authorize Escrow Agent and closing agent (collectively "Agent") to receive, deposit, and hold funds and other items in escrow and, subject to Collection, disburse them upon proper authorization and in accordance with Florida law and the terms of this contract, including disbursing brokerage fees. "Collection" or "Collected" means any checks tendered or received have become actually and finally collected and deposited in the account of Agent. The parties agree that Agent will not be liable to any person for misdelivery of escrowed items to Seller or Buyer, unless the misdelivery is due to Agent's willful breach of this contract or gross negligence. If Agent interpleads the subject matter of the escrow, Agent will pay the filing fees and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party.
- 19. Professional Advice: Broker Liability: Broker advises Seller and Buyer to verify all facts and representations that are important to them and to consult an appropriate professional for legal advice (for example, interpreting this contract, determining the effect of laws on the Property and this transaction, status of title, foreign investor reporting requirements, the effect of property lying partially or totally seaward of the CCCL, etc.) and for tax, property condition, environmental, and other specialized advice. Buyer acknowledges that Broker does not reside in the Property and that all representations (oral, written, or otherwise) by Broker are based on Seller representations or public records. Buyer agrees to rely solely on Seller, professional inspectors, and government agencies for verification of the Property condition and facts that materially affect Property value. Seller and Buyer respectively will pay all costs and expenses, including reasonable attorneys' fees at all levels, incurred by Broker and Broker's officers, directors, agents, and employees in connection with or arising from Seller's or Buyer's misstatement or failure to perform contractual obligations. Seller and Buyer hold harmless and release Broker and Broker's officers, directors, agents, and employees from all liability for loss or damage based on (i) Seller's or Buyer's misstatement or failure to perform contractual obligations; (ii) the use or display of listing data by third parties, including, but not limited to, photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, and remarks related to the Property; (iii) Broker's performance, at Seller's or Buyer's request, of any task beyond the scope of services regulated by Chapter 475, Florida Statutes, as amended, including Broker's referral, recommendation, or retention of any vendor; (iv) products or services provided by any vendor; and (v) expenses incurred by any vendor. Seller and Buyer each assume full responsibility for selecting and compensating their respective vendors. This Paragraph will not relieve Broker of statutory obligations. For purposes of this Paragraph, Broker will be treated as a party to this contract. This Paragraph will survive closing.
- 20. Commercial Real Estate Sales Commission Lien Act: If the Property is commercial real estate as defined by Section 475.701, Florida Statutes, the following disclosure will apply: The Florida Commercial Real Estate Sales Commission Lien Act provides that when a broker has earned a commission by performing licensed services under a brokerage agreement with you, the broker may claim a lien against your net sales proceeds for the broker's commission. The broker's lien rights under the act cannot be waived before the commission is earned.
- 21. Brokers: The brokers named below are collectively referred to as "Broker." Instruction to closing agent: Seller and Buyer direct closing agent to disburse at closing the full amount of the brokerage fees as specified in separate brokerage agreements with the parties and cooperative agreements between the Brokers, except to the extent Broker has retained such fees from the escrowed funds. This Paragraph will not be used to modify any MLS or other offer of compensation made by Seller or Seller's Broker to Buyer's Broker.

(a)	·	Dawn Y. Andrews		(Seller's Broker)
, ,	will be compensated by Seller (specify):	☐ Buyer ☐ both parties IS NOT ACCEPTIN	pursuant to □a listing agreem G A COMMISSION	ent 🗵 other
(b)		N/A		(Buyer's Broker)
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Buyer (V) and Seller () () acknowledge receipt of a copy of this page, which is 7 of 7 pages.



Item

10.A.

Number:

Meeting

11/4/2019

Date:

**UNFINISHED** 

**Item Type:** 

**BUSINESS** 

## 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:

Click here for the Gulf of Mexico Coastal Ocean Observing System which provides information on when the Red Tide could be impacting area beaches: https://habscope.gcoos.org/

#### **LEGAL REVIEW:**

#### **EXHIBITS**:

Water Quality Memo

#### PREPARED BY:

Division-Department-

#### SOURCE OF ADDITIONAL INFORMATION:

### ATTACHMENTS:

**Description** Type

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

Maya Robert, Environmental Resources Manager MR

DATE:

November 1, 2019

SUBJECT: Lake Okeechobee Level and Release Information

As of Friday, November 1, 2019, Lake Okeechobee was at 13.45 ft deep. The US Army Corps of Engineers are continuing pulse releases of 650 cfs at the Franklin Lock (S-79). However, salinities in the upper Caloosahatchee estuary are still in the harmful range (>10 PSU) for the ecosystem.

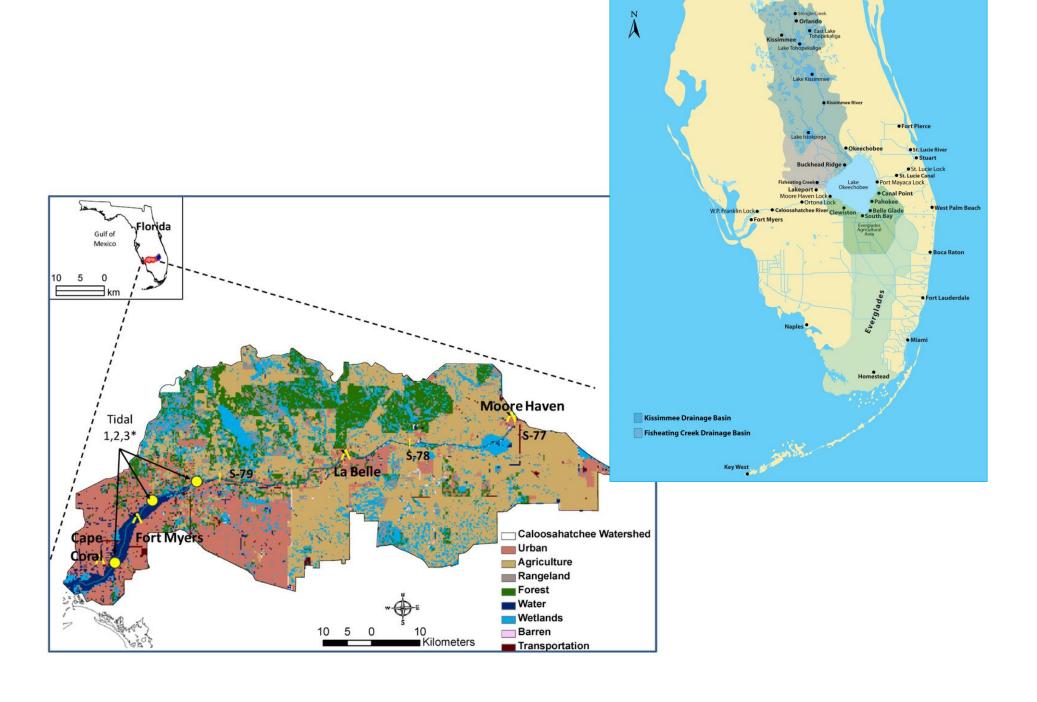
Dry conditions are still affecting the water levels of our freshwater canal systems. In some areas, the aquatic vegetation is topping out. Lee County Hyacinth Control is still working to manage the vegetation.

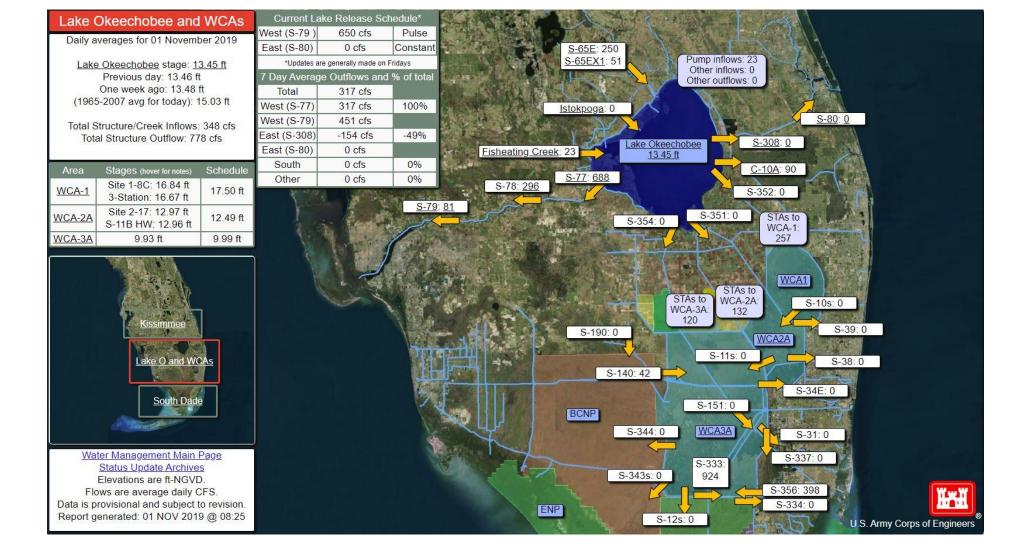
Blue Green Algae is minimal in Lake Okeechobee. No Blue Green Algae or toxins have been detected in samples taken this week in Lee County.

Coastal samples collected for Red Tide in Lee County this past week show the concentrations levels between low and high and there have been fish kill reports and respiratory irritations at multiple Lee County locations this past week. There is a new experimental forecasting tool available through the Gulf of Mexico Coastal Ocean Observing System (GCOOS) that predicts respiratory irritation for 3 beaches on Sanibel. The link to the tool is available at <a href="https://habscope.gcoos.org/forecasts">https://habscope.gcoos.org/forecasts</a>. As of Friday, November 1, 2019, the forecasting tool showed very low risk of respiratory irritation at those 3 locations.

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





Item Number: 11.A.

Meeting Date: 11/4/2019

Item Type: NEW BUSINESS

# AGENDA REQUEST FORM CITY OF CAPE CORAL



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Discussion - City Manager's Contract Renewal - Brought forward by Mayor Coviello

#### **REQUESTED ACTION:**

Informational

#### 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:

**LEGAL REVIEW:** 

**EXHIBITS**:

**PREPARED BY:** 

Pearl Division- Council Offices

Department-

**SOURCE OF ADDITIONAL INFORMATION:**