Mayor

Joe Coviello

Council Members

District 1: John Gunter

District 2: John M. Carioscia Sr.

District 3: Marilyn Stout
District 4: Jennifer I. Nelson
District 5: Dave Stokes
District 6: Richard Williams

District 7: Jessica Cosden



1015 Cultural Park Blvd. Cape Coral, FL City Manager
John Szerlag
City Attorney
Dolores Menendez
City Auditor
Andrea R. Butola
City Clerk
Rebecca van Deutekom

AGENDA FOR THE REGULAR MEETING OF THE CAPE CORAL CITY COUNCIL

May 14, 2018 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. TRIBUTE TO A SOLDIER COUNCILMEMBER WILLIAMS
- 3. PLEDGE OF ALLEGIANCE
 - A. NATIONAL ANTHEM JENNIFER SLEIMAN IDA S. BAKER HIGH SCHOOL
- 4. ROLL CALL
 - A. MAYOR COVIELLO, COUNCIL MEMBERS CARIOSCIA, COSDEN, GUNTER, NELSON, STOKES, STOUT, WILLIAMS
- 5. CHANGES TO AGENDA/ADOPTION OF AGENDA
- 6. RECOGNITIONS/ACHIEVEMENTS
 - A. NONE
- 7. APPROVAL OF MINUTES
 - A. NONE
- 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 90-18 Award Bid ITB-PW18-46/MC to Kuhlman Concrete, LLC., as the lowest responsive responsible bidder for the Purchase and Delivery of Ready Mix Concrete for sidewalk and curb repairs for various projects in support of the Sidewalk program, at the unit prices stated in the bid, for an estimated amount of \$275,000 annually, not to exceed budgetary limit, and authorize the City Manager or his designee to execute the contract, renewals and amendments; Department: Public Works; Estimated Annual Dollar Value: \$275,000; (General Fund, Stormwater Fund, Grants)
- (2) Resolution 103-18 Award Request for Proposal RFP#UT18-15/MC to Vanguard Utility Service, Inc., for the 5/8" & 1" Potable Water Meter Exchange Program for the replacement of manual read water meters with new radio read water meters throughout the City of Cape Coral at the unit prices listed in the proposal, not to exceed budgetary limit and authorize the City Manager or his designee to execute the contract, renewals and amendments; Department: Utilities; Estimated Annual Dollar Value: \$500,000; (Water and Sewer Fund)
- (3) Resolution 104-18 Approve a Single Source with South Florida Emergency Vehicles, LLC., for the purchase of Holmatro Extrication Equipment and authorize the City Manager or Designee to execute the purchase orders and any related documents; Department: Fire; Dollar Value: \$66,390; (General Fund)
- (4) Resolution 105-18 Award Bid #ITB-UT18-41/KR to Douglas N. Higgins, Inc. for Weir #15 Bladder & Controls Improvements as the lowest responsive, responsible bidder, in the amount of \$162,000 with a 10% City controlled contingency of \$16,200 for a total project cost of \$178,200, and authorize the City Manager or designee to execute the contract and/or amendments; Department: Utilities; Dollar Value: \$178,200; (Water and Sewer Fund)
- (5) Resolution 107-18 Approval for use of Reserves from the Yacht Basin Fund for the repair of the Yacht Club Pool Bath House and Pavilion Roof; the procurement of Contractors in accordance with the City of Cape Coral Procurement Ordinance and authorize the City Manager to execute the contracts and/or purchase orders for these purchases; Department: Parks & Recreation; Dollar Value: \$158,750; (Yacht Basin Fund)
- (6) Resolution 109-18 Approval of Contract for Purchase of Lots

- 63 and 64, Block 3013, Unit 43, Cape Coral Subdivision, 1235 NW 25th Street, Cape Coral, for the Festival Park project for the purchase price of \$11,000 plus closing costs not to exceed \$1,200; Department: Financial Services / Real Estate Division; Dollar Value: \$12,200; (Parks Capital Project Fund); Note: Trade offer rejected by Seller.
- (7) Resolution 110-18 Approval of Contract for Purchase of Lots 34 and 35, Block 3028, Unit 43, Cape Coral Subdivision, 1255 Wilmington Parkway, Cape Coral, for the Festival Park project for the purchase price of \$14,000 plus closing costs not to exceed \$1,500; Department: Financial Services / Real Estate Division; Dollar Value: \$15,500; (Parks Capital Project Fund); Note: Trade offer rejected by Seller.
- (8) Resolution 111-18 Approval of Exchange Contract to trade City owned property located at 2117 Chiquita Boulevard South (Lots 7-8, Block 4406) for a portion of an adjoining five-lot parcel located at 2120 SW 15th Place (Lots 53-54, Block 4406), both parcels being in Unit 63 Cape Coral Subdivision, to complete the assemblage of property for the construction of a future fire station; City will assume a portion of the outstanding balance of the Southwest 6&7 utility assessment in the approximate amount of \$9,750 plus closing costs not to exceed \$4,500; Department: Financial Services / Real Estate Division; Dollar Value: \$14,250; (Fire Impact Fee Fund)
- (9) Resolution 112-18 Approve the additional funding for the removal of Hurricane Vegetative Debris on vacant lots utilizing the City's current Disaster Debris Removal Contractor TAG Grinding Services, Inc.; Authorizing the funding from the Lot Mowing Program Special Revenue Fund; and Authorize the City Manager or designee to execute the amendment to the contract. On February 5, 2018, Council approved Resolution 39-18 with TAG Grinding Services, Inc. for the removal and disposal of fallen trees (hurricane vegetative debris) from vacant lots in the amount of \$750,000; Department: Public Works; Estimated Dollar Amount: \$1,080,000; (Lot Mowing Fund)
- (10) Resolution 114-18 Approve the waiver of the City of Cape Coral Procurement process to contract with Ric-Man Construction FL, Inc. for the SE 47th Ter, SE 5th Place and Cape Coral Parkway Culvert Cleaning (Between the Rubicon Canal and the Bimini Basin) in the amount of \$95,680 with a 20% City Controlled Contingency of \$19,136 for a total amount of \$114,816 and Authorize the City Manager to execute the contract and amendments. Department: Public Works Dollar Value \$114,816 (Stormwater Fund)

C. CITIZENS INPUT TIME

A maximum of 60 minutes is set for input of citizens on matters

concerning the City Government to include Resolutions appearing in sections other than Consent Agenda or Public Hearing; 3 minutes per individual.

- D. PERSONNEL ACTIONS
 - (1) NONE
- E. PETITIONS TO COUNCIL
 - (1) NONE
- F. APPOINTMENTS TO BOARDS / COMMITTEES / COMMISSIONS
 - (1) Planning & Zoning Commission 1 Alternate Vacancy

9. ORDINANCES/RESOLUTIONS

- A. Public Hearings
 - (1) Resolution 83-18 (VP 17-0019*) Public Hearing *Quasi-Judicial, All Persons Testifying Must be Sworn In WHAT THE RESOLUTION ACCOMPLISHES: A resolution providing for the vacation of plat for all platted interior lot lines and public utility and drainage easements lying within Blocks 4722-4725, Cape Coral Unit 70; property located at 3514 Chiquita Boulevard. (Applicant: Newcom Real Properties, LLC) Hearing Examiner Recommendation: The Hearing Examiner recommends that City Council approve the application for the requested vacations, subject to the conditions set forth in
 - recommends that City Council approve the application for the requested vacations, subject to the conditions set forth in Hearing Examiner Recommendation Order 5-2018.

 City Management Recommendation: City Management recommends approval.
 - (2) Ordinance 5-18 (LU 17-0011) Final Public Hearing WHAT THE ORDINANCE ACCOMPLISHES: An ordinance amending the Future Land Use Map from Single Family Residential (SF) to Multi-Family Residential (MF) land use designation for property located at 1049 Embers Parkway and 320 Nelson Road. (Applicant: City of Cape Coral) Planning & Zoning Recommendation: At their January 10, 2018 meeting, Planning & Zoning voted (4-0) to recommended approval of the Ordinance. City Management Recommendation: City Management
 - (3) Ordinance 32-18 Public Hearing
 WHAT THE ORDINANCE ACCOMPLISHES:
 An ordinance amending Cape Coral Code of Ordinances,
 Chapter 23, Protected Species, Article I, Bald Eagle

recommends approval.

Protection, to amend definitions; to reduce the size of the Eagle Nest Management Zone; to provide that any development, other than a single-family home or duplex within an Eagle Nest Management Zone shall require the submission of an Eagle Nest Management Plan; to reduce the distance from an active eagle nest prohibiting any development to occur during nesting period; to provide for removal of nest trees if authorized by federal permits; to update the Monitoring Protocol to the current United States Fish and Wildlife Service Bald Eagle Monitoring Guidelines dated September 2007. (Applicant: Brought forward by City Management)

B. Introductions

- (1) Ordinance 36-18 Set Public Hearing Date for June 11, 2018 WHAT THE ORDINANCE ACCOMPLISHES: An ordinance amending the City of Cape Coral Code of Ordinances, Chapter 2, Administration, Article II, Fees, by establishing Division 9, Impact Fee Deferral Pilot Program; providing definitions; establishing a Single-Family Impact Fee Deferral Program; providing program eligibility and procedures; requiring developer agreements; requiring owner agreements; providing for expiration or extension of the Impact Fee Pilot Program. (Applicant: Brought forward by City Management.)
- (2) Ordinance 37-18 Set Public Hearing Date for June 4, 2018 WHAT THE ORDINANCE ACCOMPLISHES: An ordinance authorizing the Mayor to grant to Lee County Electric Cooperative, Inc., a perpetual easement for a right-ofway to be used for the construction, operation and maintenance of one or more overhead and underground electric distribution lines across property owned by the City that is in the area of the Fire Station #11 project, located at 1038 Burnt Store Road North. (Applicant: Brought forward by City Management)

10. UNFINISHED BUSINESS

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

11. NEW BUSINESS

- A. Horizon Council Presentation Christopher Spiro, Horizon Council Outreach Committee
- B. Resolution 115-18 Approve the funding of 23 police vehicles from undesignated reserves for the implementation of the School Resource Officer Program; Authorize the addition of one regular fulltime position in the Police Department and Authorize the City Manager or designee to execute the purchase orders for said

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 Committee of the Whole Meeting is Scheduled for Tuesday, May 22, 2018 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 Number: B.(1)

Meeting Date: 5/14/2018

Item Type: CONSENT AGENDA

AGENDA REQUEST FORM CITY OF CAPE CORAL



TITLE:

Resolution 90-18 Award Bid ITB-PW18-46/MC to Kuhlman Concrete, LLC., as the lowest responsive responsible bidder for the Purchase and Delivery of Ready Mix Concrete for sidewalk and curb repairs for various projects in support of the Sidewalk program, at the unit prices stated in the bid, for an estimated amount of \$275,000 annually, not to exceed budgetary limit, and authorize the City Manager or his designee to execute the contract, renewals and amendments; Department: Public Works; Estimated Annual Dollar Value: \$275,000; (General Fund, Stormwater Fund, Grants)

REQUESTED ACTION:

Approve or Deny

STRATEGIC PLAN INFO:

1. Will this action result in a Budget Amendment? No

2. Is this a Strategic Decision?

If Yes, Priority Goals Supported are listed below.

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

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

PLANNING & ZONING/HEARING EXAMINER/STAFF RECOMMENDATIONS:

SUMMARY EXPLANATION AND BACKGROUND:

- 1. An Invitation to Bid was issued to secure a one-year contract with two (2) additional one (1) year renewals for the Purchase and Delivery of Ready Mix Concrete.
- 2. Ready Mix Concrete is used for sidewalk and curb repairs for various projects in support of the Sidewalk program per the City's 2017-2019 Strategic Plan.
- 3. Invitation to Bid #ITB-PW18-46/MC was issued on March 14, 2018. Six vendors obtained the bid and one bid, from Kuhlman Concrete, LLC. of Fort Myers, FL, was received on April 5. 2018.
- 4. The other five vendors were polled for their no bid reasons which range from being a supplier to the bidder, companies not certified to the specifications, to no responses.
- 5. This contract is a 12% increase from the previous two (2) year contract; therefore, an analysis of the surrounding areas as well as the industry index was conducted and it was determined

- that it is a competitive unit price compared to nearby Counties as well as the increases to raw material costs verified by the Bureau of Labor Statistics Producer Price Index.
- 6. After evaluation, Staff recommends awarding to Kuhlman Concrete, LLC. as the lowest responsive responsible bidder having met the requirements and specifications outlined in the bid documents.
- 7. If approved, the term of the contract will be for one (1) year with two (2) additional one (1) year renewals. The estimated annual dollar spend is \$275,000, not to exceed budgetary limit.
- 8. The City Manager or designee shall have the authority to approve and execute any authorized contract amendments, renewals, or purchase orders provided that any such amendments, renewals, or purchase orders do not exceed the current budgetary limits during any one-year period.
- 9. This is a budgeted item.
- 10. Funding Information: Account numbers: 3011510.663103, 3011524.663103, 3011526.663103, 3011527.663103: Sidewalks, 440018.652199 and 440023.652199 Other Operating Material & Supplies

LEGAL REVIEW:

Contract reviewed by Legal

EXHIBITS:

Department Recommendation Resolution 90-18 Bid Tabulation - Bid #PW18-46/MC

PREPARED BY:

Wanda Roop Division- Procurement Department-Finance

SOURCE OF ADDITIONAL INFORMATION:

Paul Clinghan, Public Works Director

ATTACHMENTS:

	Description	Туре
ם	Department Recommendation	Backup Material
ם	Resolution 90-18	Resolution
D	Bid Tabulation - Bid #PW18-46/MC	Backup Material

MEMORANDUM

CITY OF CAPE CORAL PUBLIC WORKS DEPARTMENT

TO:

John Szerlag, City Manager

Victoria Bateman, Financial Services Director

Wanda Roop, Procurement Manager

FROM:

Paul Clinghan, Public Works Director PRC

Gary Gasperini, Public Works Maintenance Division Manager

DATE:

April 16, 2018

SUBJECT:

Contract for Purchase and Delivery of Ready Mix Concrete

Background

The Public Works Maintenance Division is responsible for installing grant funded sidewalks, repairing damaged existing sidewalks, replacing driveways as part of the swale restoration program, and repairing storm drains throughout the City. In most instances, the concrete is batched (mixed) and delivered by an outside concrete vendor. Small repairs are mixed and poured by staff. The current vendor (Kuhlman Concrete) notified the City of anticipated cost increases come the next renewal cycle. Fortunately, the vendor agreed to hold their prices for an additional 120 days while the City's Procurement Division secured a new contract. The contract extension expires May 31, 2018. The City spent \$254,817.54 in FY2017 on concrete deliveries. Moving forward, the current estimated annual expenditure on concrete is \$275,000.

Recommendation

The Procurement Division recently received one (1) bid for the purchase and delivery of concrete from Kuhlman Concrete LLC, the only responsive bidder. This bidder has been our vendor for concrete for the past several years, and has consistently met the needs of the Maintenance Division. The Public Works Maintenance Division recommends approval of a one-year contract, with two (2) one-year renewals for Kuhlman Concrete LLC, and to authorize the City Manager or designee to execute the contract and purchase order.

Fund Availability

The funding for capital sidewalks is budgeted in the various sidewalk projects: 3011510.663103, 3011524.663103, 3011526.663103, 3011527.663103, 3011528.663103, 440018.652199 and 440023.652199.

PC/GG: dk (purchaseanddeliveryofreadymixconcrete)

Attachment

C: Tristan Reiber, Accounts Coordinator

OFFICIAL BID PROPOSAL PAGE 1 OF 2

The undersigned certifies that this bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder and that the bidder is in compliance with all requirements. In submitting a bid to the City of Cape Coral, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the City of Cape Coral all rights, title and interest in and all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Cape Coral. At the City's discretion, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the bidder.

The undersigned declares that the statements and representations made in this proposal are true in every respect and that the said proposal is in all respects fair and made without collusion or fraud, and that no member of the City Council or any other agent or employee of the City, directly or indirectly, is interested in this bid proposal or in any profits expected to accrue therefrom.

The undersigned acknowledges receipt of the following addenda, and the cost, if any, of such revisions has been included in the price of the bid.

Addend	um #	Addendum #	A	ddendum #
	hall be effective for City, for the period s		ly (120) days	from bid opening date, and it
Company Name	Kuhlman Con	crete LLC		
Federal Employe	er Identification Num	nber or Social Secu	rity Number_	13-4312279
verification; cred processing and t	lit worthiness; billing	and payment; dat Security Numbers : .)	a collection, i are also used	p purposes: identification and econciliation, tracking, benefit as a unique numeric identifier ers, FL 33916-4802
Address				
Name (printed) _	Timothy L. Golige	oski	Title	President
Signature	Sport L.	Marin .	Date	April 4, 2018
Telephone #	419-897-6000		Fax	419-897-6061
E-mail address	tgoligoski@kuhi	iman-corp.com		

OFFICIAL BID PROPOSAL PAGE 2 OF 2

	ORDERS LESS THA	N FIVE CUBIC YARDS	ORDERS GREATE	R THAN FIVE CUBIC YARD
3000 PSI READY-MIX CONCRETE (30A) (Kuhlman Mix #16FEF30)	\$\$94.95	PER CUBIC YARD	\$\$94,95	PER CUBIC YARD
4000 PSI READY-MIX CONCRETE (40A) (Kuhiman Mix #16FEF40)	\$\$97.95	PER CUBIC YARD	\$\$97.95	PER CUBIC YARD
FUEL SURCHARGE	\$	PER LOAD	\$	PER LOAD .
ENVIRONMENT LOAD CHARGE	\$ 0.00	PER LOAD	\$ 0.00	_ PER LOAD
MINIMUM LOAD CHARGE (if applicable) If there is a minimum load size, indicate the cost of the minimum load	\$150.00	PER MINIMUM LOAD		
MINIMUM LOAD SIZE (if applicable) If there is a minimum load size, indicate the cubic yard amount considered a minimum load	5 M	N. LOAD SIZE (CY)		
SPLIT LOAD CHARGE	\$100.00	PER LOAD	\$ <u>100.00</u>	PER LOAD
SATURDAY DELIVERY CHARGE	\$ 100.00	PER LOAD	\$ 100.00	PER LOAD
TRUCK TIME: if there is a charge for the truck to wait at the site for pour, indicate charge here.	\$1,50	per minute If minutes	\$ <u>1.50</u> 	<u>per minute</u> If over <u> </u>

VENDOR MUST GUARANTEE ON-TIME DELIVERY WHEN PROVIDED WITH THE 48-HOUR NOTICE OF SCHEDULED TIMES BY THE CITY AS STIPULATED IN SECTION 3.0 TECHNICAL SPECIFICATIONS, PARAGRAPH 3.5 TRUCK TIME.

REMARKS BY BIDDER

If there are any deviations, they <u>MUST</u> be listed below, otherwise none will be allowed. If additional space is required, attach another sheet to this Bid Proposal. If nothing is listed below, it will be interpreted as meaning NO DEVIATIONS.

None				
BIDDER:	Kuhlman Concrete LLC	Date:	April 4, 2018	

RESOLUTION 90 – 18

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CAPE CORAL AWARDING A BID FOR THE PURCHASE AND DELIVERY OF READY-MIX CONCRETE TO KUHLMAN CONCRETE, LLC; AUTHORIZING THE RENEWAL OF THE CONTRACT FOR UP TO TWO ADDITIONAL ONE-YEAR PERIODS; PROVIDING FOR SUBSEQUENT EXECUTION OF THE CONTRACT DOCUMENTS AND ANY FUTURE RENEWALS BY THE CITY MANAGER OR HIS DESIGNEE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, on March 14, 2018, INVITATION TO BID (ITB) #PW18-46/MC was issued for the Purchase and Delivery of Ready-Mix Concrete for sidewalk and curb repairs; and

WHEREAS, one (1) bid was submitted by Kuhlman Concrete, LLC; and

WHEREAS, the terms of the bid are for one (1) year from the effective date with two (2) optional one-year renewals at the unit prices bid; and

WHEREAS, staff verified prices bid are comparable to those paid by other local government entities; and

WHEREAS, the City Manager recommends the award to the qualified responsible and responsive bidder, Kuhlman Concrete, LLC, at the unit prices bid, for an estimated annual amount of \$275,000, not to exceed budgetary limits; and

WHEREAS, the City Council desires to authorize the City Manager to enter into a contract between the City of Cape Coral and Kuhlman Concrete, LLC, and to approve the renewal of the contract for up to two additional one-year periods, if the City Manager deems the renewals to be in the best interest of the City.

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

Section 1. The City Council hereby awards ITB-PW18-46/MC for the Purchase and Delivery of Ready-Mix Concrete to Kuhlman Concrete, LLC, at the unit prices bid, for an estimated annual amount of \$275,000, not to exceed budgetary limits.

Section 2. The City Council hereby authorizes the City Manager to enter into a contract between the City of Cape Coral and Kuhlman Concrete, LLC, for the Purchase and Delivery of Ready-Mix Concrete and authorizes the City Manager or his designee to execute the contract. A copy of the contract is attached hereto as Exhibit 1.

Section 3. The City Council hereby authorizes the City Manager to approve the renewal of the contract for two (2) additional one-year periods and authorizes the City Manager or his designee to execute any future contract documents associated with such renewal(s), should the City Manager deem it to be in the best interest of the City.

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

ADOPTED REGULAR								ITS
			IO	E COV	IELI	O. MA	YOR	

VOTE OF MAYOR AND COUNCILMEMBERS:						
COVIELLO GUNTER CARIOSCIA STOUT		NELSON STOKES WILLIAMS COSDEN				
ATTESTED TO AN 2018.	D FILED IN MY OFFICE T	HIS DAY OF				
		REBECCA VAN DEU CITY CLERK	UTEKOM,			
APPROVED AS TO	APPROVED AS TO FORM:					
DOLORES D. MENENDEZ CITY ATTORNEY res\Bid Award-Kuhlman Concrete						

This Agreement, made and entered into this	day of	1
2018 by and between the CITY OF CAPE CO	RAL, FLORIDA, hereinafter calle	d "CITY", and
Kuhlman Concrete, LLC., 2069 Rockfill Road,		
corporation, hereinafter called "CONTRACTO	R".	

WITNESSETH: that for and in consideration of the payments and agreements mentioned hereinafter:

- The CONTRACTOR will supply READY MIX CONCRETE in accordance with the Bid Documents and Specifications.
- 2. The term of this agreement shall be for one (1) year from June 1, 2018 through May 31, 2019 and may be renewed for two (2) additional, one (1) year periods upon mutual agreement by the City and the Contractor.
- 3. The CONTRACTOR agrees to supply products as described in the Bid DOCUMENTS at the unit prices listed on the CONTRACTOR'S Official Bid Proposal Form (Attachment A) during the term of the contract hereto and made a part hereof.
- This agreement may be terminated by the CITY for its convenience upon thirty (30) days prior written notice to the CONTRACTOR.

This agreement may be terminated by the CONTRACTOR on the anniversary of the agreement with a one hundred twenty (120) day written cancellation notice submitted to the City's Procurement Manager.

- 5. The Term "Contract Documents" means and includes the following:
 - A. Bid Specifications Prepared and Issued by the CITY.
 - B. Submitted Response of CONTRACTOR to the CITY, except when it conflicts with any other contractual provision.
 - C. This Contract as well as all other documents attached hereto and/or referenced herein.

This agreement constitutes the entire and exclusive agreement between the parties and supersedes any and all prior communications, discussions, negotiations, understandings, or agreements, whether written or verbal. In the event of conflict between any provision of any other document referenced herein as part of the contract and this agreement, the terms of this agreement shall control.

 All time limits listed in the contract documents are of the essence in the performance of this agreement.

INITIALS

- 7. The CONTRACTOR shall maintain auditable records concerning the procurement adequate to account for all receipts and expenditures, and to document compliance with the specifications. These records shall be kept in accordance with generally accepted accounting principles, and the City of Cape Coral reserves the right to determine the record-keeping method in the event of non-conformity. These records shall be maintained for ten (10) years after final payment has been made and shall be readily available to City personnel with reasonable notice, and to other persons in accordance with the Florida Public Disclosure Statutes.
- Assignment: This agreement may not be assigned except at the written consent of the CITY, and if so assigned, shall extend and be binding upon the successors and assigns of the CONTRACTOR.
- 9. Disclosure: The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona-fide employee working solely for the Contractor to solicit or secure this agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona-fide employee working solely for the Contractor, any fee, commission, percentage, gift, or other compensation contingent upon or resulting from the award or making of the agreement.
- 10 Unauthorized Aliens: The employment of unauthorized aliens by any CONTRACTOR is considered a violation of Section 274A (e) of the Immigration and Nationality Act. If the CONTRACTOR knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of any contract resulting from this solicitation. This applies to any sub-Contractors used by the CONTRACTOR as well.
- 11. Administration of Agreement: The Public Works Director, or his representative, shall administer this agreement for the CITY.
- 12. Governing Law: The validity, construction and effect of this Contract shall be governed by the laws of the State of Florida. All claim and/or dispute resolution under this Agreement, whether by mediation, arbitration, litigation, or other method of dispute resolution, shall take place in Lee County, Florida. More specifically, any litigation between the parties to this Agreement shall be conducted in the Twentieth Judicial Circuit, in and for Lee County, Florida. In the event of any litigation arising out of this Contract, the prevailing party shall be entitled to recover from the non-prevailing party reasonable costs and attorney's fees.
- 13. Public Records: Pursuant to Florida Statute §287.058 (1) (c), this contract may be unilaterally cancelled by the City if the Contractor refuses to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with this contract, unless the records are exempt from disclosure.
- 14. Amendments: No Amendments or variation of the terms or conditions of this agreement shall be valid unless in writing and signed by the parties.

INITIALS

- 15. Indemnity: The CONTRACTOR shall indemnify and hold harmless the CITY, its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONTRACTOR and any persons employed or utilized by CONTRACTOR in the performance of this Contract.
- 16. Invalid Provision: 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 or unenforceable provisions were omitted.
- 17. Insurance: Without limiting its liability, the CONTRACTOR shall be required to procure and maintain at its own expense during the life of the Contract, insurance of the types and in the minimum amounts as specified in the Contract Documents which will protect the CONTRACTOR, from claims which may arise out of or result from the CONTRACTOR'S execution of the project, whether such execution by himself or by any sub-consultant, or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable. Any questions regarding the insurance requirements should be directed to the Risk Manager, (239) 573-3138. The CITY shall be listed as additional insured on General Liability policies.

Workers' Compensation Insurance covering all employees meeting Statutory Limits in compliance with the applicable state and federal laws. The policy must include Employer's Liability with a minimum limit of \$1,000,000.00 for each accident.

Comprehensive General Liability coverage shall have minimum limits of \$1,000,000.00 per occurrence, combined single Limit for Bodily Injury Liability and Property Damage Liability. This shall include Premises and/or Operations; Independent Contractors and Products and/or Completed Operations; Broad Form Property Damage; and a Contractual Liability Endorsement.

Business Vehicular Liability coverage shall have minimum limits of \$1,000,000.00 per occurrence. Combined Single Limit for Bodily Injury Liability, and Property Damage Liability: This shall include Owned Vehicles, Hired and non-Owned Vehicles and Employees Non-Ownership.

The City shall be listed as an Additional Insured on the General Liability policy. This does not pertain to Worker's Compensation. In the event the insurance coverage expires prior to completion of the project, a renewal certificate shall be issued 30 days prior to said expiration date. The policy shall provide a 30-day notification clause in the event of cancellation or modification to the policy.

PIAITIM

Unless otherwise specified, it shall be the responsibility of the CONTRACTOR to insure that all sub-contractors comply with the same insurance requirements herein. All proposer certificates of insurance must be on file with and approved by the City before the commencement of work activities. Waivers of subrogation shall also be provided upon approval of the applicable insurers.

The CONTRACTOR shall "flow down" the requirements of this provision to all subcontractors.

The limits of insurance required above must be retained throughout the term of the contract.

The CONTRACTOR must notify the City immediately if any of the required coverage limits are reduced due to claim activity or for any other reason.

Policies should be written on an "occurrence" basis.

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

NITIALS .

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

WITNESS CITY:	CITY:
	City of Cape Coral, Florida
Signature:	Signature:
Typed Name: Rebecca van Deutekom	Typed Name: A. John Serzlag
Title: City Clerk	Title:City Manager
	Date:
	CITY LEGAL REVIEW: Dolores Menendez City Attorney
WITNESS CONTRACTOR:	CONTRACTOR:
	Company: Kuhlmu Coren de IIC
Signature:	Signature:
Typed Name:	Typed Name: Timo H L. Gologos Ki. Prosidet
Title:	Title: Prest dist
	Date: 4/19/18

Exhibit A

OFFICIAL BID PROPOSAL PAGE 2 OF 2

	ORDERS LESS TH	AN FIVE CUBIC YARDS	ORDERS GREATE	R THAN FIVE
3000 PSI READY-MIX CONCRETE (30A) (Kuhlman Mix #16FEF30)	\$94.95	PER CUBIC YARD	\$ \$94.95	PER CUBIC YARD
4000 PSI READY-MIX CONCRETE (40A) (Kuhlman Mix #16FEF40)	\$97.95	PER CUBIC YARD	\$ \$97.95	PER CUBIC YARD
FUEL SURCHARGE	0.00	PER LOAD	0.00	PER LOAD .
ENVIRONMENT LOAD CHARGE	0.00	PER LOAD	0.00	PER LOAD
MINIMUM LOAD CHARGE (if applicable) If there is a minimum load size, indicate the cost of the minimum load	\$ 150.00	PER MINIMUM LOAD		
MINIMUM LOAD SIZE (if applicable) If there is a minimum load size, indicate the cubic yard amount considered a minimum load	5 N	MIN. LOAD SIZE (CY)		
SPLIT LOAD CHARGE	\$100.00	PER LOAD	S 100.00	PER LOAD
SATURDAY DELIVERY CHARGE	\$100.00	PER LOAD	100.00	PER LOAD
TRUCK TIME: if there is a charge for the truck to wait at the site for pour, indicate charge here.	\$ 1.50 over 60	per minute If minutes	\$ 1.50 60	per minute If over minutes

VENDOR MUST GUARANTEE ON-TIME DELIVERY WHEN PROVIDED WITH THE 48-HOUR NOTICE OF SCHEDULED TIMES BY THE CITY AS STIPULATED IN SECTION 3.0 TECHNICAL SPECIFICATIONS, PARAGRAPH 3.5 TRUCK TIME.

REMARKS BY BIDDER

If there are any deviations, they <u>MUST</u> be listed below, otherwise none will be allowed. If additional space is required, attach another sheet to this Bid Proposal. If nothing is listed below, it will be interpreted as meaning NO DEVIATIONS.

None		
BIDDER:	Kuhlman Concrete LLC	Date:April 4, 2018

Page 21 of 45



CITY OF CAPE CORAL OFFICIAL TABULATION FORM FOR BID OPENING PURCHASE AND DELIVERY OF READY MIX CONCRETE ITB-PW18-46/MC

	1		T		
		3000 PSI	3000 PSI	4000 PSI	4000 PSI
		Orders Less	Orders 5CY and	Orders Less	Orders 5CY and
BIDDER/CITY/STATE	Signed	than 5CY	Greater	than 5CY	Greater
	O.B.P.				
	(Y or N)	Per CY	Per CY	Per CY	Per CY
Kuhlman Concrete, LLC					
Fort Myers, FL.	Υ	\$94.95	\$94.95	\$97.95	\$97.95
	1				

DATE:	April 5, 2018	PROCUREMEN	NT'S REPRESENTATIVE: Mark Connelly
TIME:	2:00 PM	WITNESS:	Mark Milkovich

CITY OF CAPE CORAL OFFICIAL TABULATION FORM FOR BID OPENING PURCHASE AND DELIVERY OF READY MIX CONCRETE ITB-PW18-46/MC

BIDDER/CITY/STATE	Environmental Load Charge <5CY	Environmental Load Charge >5CY	Minimum Load Charge	Minimum Load Size	Split Load Charge	Saturday Delivery Charge	Truck Time
Kuhlman Concrete, LLC Fort Myers, FL.	\$0.00	\$0.00	\$150.00	5 CY	<5CY \$100.00	<5CY \$100.00	<u>\$ 1.50</u> per minute,
			·		>5CY \$100.00	>5CY \$100.00	if over 60 minutes
					<5CY	<5CY	\$per,
					>5CY	>5CY	if over minutes
					<5CY	<5CY	\$per
					>5CY	>5CY	if over minutes
					<5CY	<5CY	\$per
					>5CY	>5CY	if over minutes
					<5CY	<5CY	\$per
					>5CY	>5CY	if over minutes
					<5CY	<5CY	\$ per,
					>5CY	>5CY	if over minutes

DATE:	April 5, 2018	PROCUREMENT'S REPRESENTATIVE: Mark Connelly
TIME:	2:00 PM	WITNESS: Mark Milkovich

Item Number: B.(2)

Meeting Date: 5/14/2018

Item Type: CONSENT AGENDA

AGENDA REQUEST FORM CITY OF CAPE CORAL



TITLE:

Resolution 103-18 Award Request for Proposal RFP#UT18-15/MC to Vanguard Utility Service, Inc., for the 5/8" & 1" Potable Water Meter Exchange Program for the replacement of manual read water meters with new radio read water meters throughout the City of Cape Coral at the unit prices listed in the proposal, not to exceed budgetary limit and authorize the City Manager or his designee to execute the contract, renewals and amendments; Department: Utilities; Estimated Annual Dollar Value: \$500,000; (Water and Sewer Fund)

REQUESTED ACTION:

Approve or Deny

STRATEGIC PLAN INFO:

1. Will this action result in a Budget Amendment? No

2. Is this a Strategic Decision?

If Yes, Priority Goals Supported are listed below.

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

ELEMENT C: INVEST IN COMMUNITY INFRASTRUCTURE INCLUDING UTILITIES EXPANSION IMPROVEMENTS TO ENHANCE THE CITY'S ABILITY TO MEET THE NEEDS OF ITS CURRENT AND FUTURE RESIDENTS AND BUSINESSES

PLANNING & ZONING/HEARING EXAMINER/STAFF RECOMMENDATIONS:

SUMMARY EXPLANATION AND BACKGROUND:

- 1. The City has approximately 62,000 meters with 49,000 being radio read meters of various ages. The Utilities Department in coordination with the Customer Billing Service field staff have completed 79% of the meter replacements from manual/touch read meters to radio read meters. The radio read meters provide more accurate meter readings and are cost effective when compared to manual meter reading.
- 2. To expedite the meter exchange program and achieve automatic meter reading (AMR) capabilities as quickly as possible, the City issued a RFP to secure a qualified contractor to assist with the completion of the meter exchange program. There are approximately 13,000 outdated manual/touch read meters that will be upgraded to radio read meters.
- 3. Request for Proposal #RFP-UT18-15/MC was issued on February 7, 2018.
- 4. On March 15, 2018, two (2) proposals were received from Vanguard Utility Service, Inc of Owensboro, KY and National Metering Services, Inc. of Kearny, NJ.
- 5. The evaluation committee reviewed all proposals and ranked Vanguard Utility Service, Inc as

- #1 having met the requirements and specifications outlined in the proposal documents.
- 6. After negotiation, staff recommends awarding a contract to Vanguard Utility Service, Inc at the unit prices stated for an estimated annual amount of \$500,000, not to exceed budgetary limit.
- 7. If approved, the term of the contract will be for three (3) years with two (2) additional two (2) year renewals.
- 8. The City Manager or designee shall have the authority to approve and execute any authorized contract amendments, renewals, or purchase orders provided that any such amendments, renewals, or purchase orders do not exceed the current budgetary limits during any one-year period.
- 9. This is a budgeted item.
- 10. Funding Information: Account #4050064.662601: UCD-11, Meter Replacement Program

LEGAL REVIEW:

Contract reviewed by Legal

EXHIBITS:

Department Recommendation Resolution 103-18 Evaluation Matrix - RFP#UT18-15/MC

PREPARED BY:

Wanda Roop Division- Procurement Department-Finance

SOURCE OF ADDITIONAL INFORMATION:

Jeff Pearson, Utilities Director

ATTACHMENTS:

	Description	Туре
D	Department Recommendation	Backup Material
D	Resolution 103-18	Resolution
D	Evaluation Matrix - RFP#UT18-15/MC	Backup Material



Utilities Department

TO:

John Szerlag, City Manager

Victoria Bateman, Financial Services Director

Wanda Roop, Procurement Manager

FROM:

Jeff Pearson, Utilities Director

William H. Sperry, PE, Principal Engineer PE, Utilities,

DATE:

April 24, 2018

SUBJECT:

Utilities Department's Recommendation to Award for the

5/8" & 1" Potable Water Meter Exchange Program, RFP-UT18-

15/MC

Project Scope:

The City has approximately 62,000 meters with 49,000 being radio read meters of various ages. The Utilities Department in coordination with Customer Service Billing (CBS) field staff have completed 79% of the meter replacements from manual/touch read meters to radio read meters. To expedite the meter exchange program and achieve automatic meter reading (AMR) capabilities as quickly as possible, the City is seeking assistance from qualified outside contractors to assist with the completion of the meter exchange program.

Project Proposals:

On Thursday, March 15, 2018, the City of Cape Coral received two (2) Proposals from qualified contractors for the 5/8" & 1" Potable Water Meter Exchange Program, RFP-UT18-15/MC. Proposals were received from National Metering Services, Inc. of Kearny, NJ and Vanguard Utility Service, Inc. from Owensboro, KY. The Procurement Department reviewed the proposer's qualifications as submitted and determined that National Metering Services, Inc. and Vanguard Utility Service, Inc. were both responsive, responsible proposers for the Potable Water Meter Exchange Program project. On Wednesday, March 28, 2018, the Proposal Review Committee, along with Procurement, met and scored the Proposals as submitted by National Metering Services, Inc. and Vanguard Utility Service, Inc. Based on the results of the scoring it was recommended that negotiations be conducted with Vanguard Utility Service, Inc. from Owensboro, KY to develop a contract for the 5/8" & 1" Potable Water Meter Exchange Program, RFP-UT18-15/MC.

Utilities Department Recommendation:

On April 17, 2018 the review committee, along with Procurement, met with Vanguard Utility Service, Inc. to discuss the terms and proposed fees associated with the Potable Water Meter Exchange Program. Based on the discussions and subsequent revised pricing structure, the Utilities Department recommends award of the project to Vanguard Utility Service, Inc. for an initial term of three (3) years with the option of two (2) additional two-year (2-yr) periods upon mutual agreement of both parties and the availability of allocated funds. A copy of Attachment A, Exhibit C – Cost Proposal Form – Revised is attached for reference. Due to the nature of this project, contingency funds are not required.

Fund Availability:

Funding for this project has been included in the Utilities Department's CIP Budget, Business Unit 4050064.662601, UCD-11, Meter Replacement Program and is presented as a line item in the FY2018 budget with an unencumbered balance of \$500,000.00. The requested budget amount for Business Unit 4050064.662601, UCD-11, Meter Replacement Program for FY2019 through FY2023 is \$500,000 per year respectively. Future years will be funded as necessary.

Thank you for your attention to this important matter. Should you have any questions or if we can be of further assistance please give William H. (Bill) Sperry, PE a call at 574-0729.

Attachment: Attachment A, Exhibit C – Cost Proposal Form – Revised: 5/8" & 1" Potable Water Meter Exchange Program RFP-UT18-15/MC

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ATTACHMENT A

EXHIBIT C - COST PROPOSAL FORM - REVISED:

COST PROPOSAL 5/8" METER

Item No.	Item Description	Unit	Unit Price
1.	5/8" METER EXCHANGE:	NA CONTRACTOR	
1. a.	Change Out Existing 5/8" Potable Water Meter: (Estimated Range of 5/8" Meters Requiring Change Out – 8,000 to 13,000 Units)	EA	\$31.89
	Additional Items of Work That May be Required in Addition to the Change Out of the Existing 5/8" Potable Water Meter:		
1. b.	Replace Existing Backflow Prevention Device and Reconnect to Customer's Existing Residential Service Piping: (Estimated Range of Backflow Prevention Devices requiring Change Out - 3,000 to 8,000 Units)	EΑ	\$17.50
1. c.	Replace Existing Curb Stop Fitting: (Estimated Range of Curb Stop Fittings requiring Change Out - 500 to 1,000 Units)	EA	\$36.50
1. ¢.	Remove and Reset Existing Meter Box Complete with Surface Restoration for 5/8" Meter Exchange: (Estimated) Removel and Resetting with Surface Restoration – 3.000 to 6,000 Units)	E <i>P</i> .	\$20.00
1. e.	Remove Existing Meter Box and Replace with New Meter Box Complete with Surface Restoration for 5/8" Meter Exchange: (Estimated Range of Existing Meter Boxes Requiring Removal and Replacement with a New Meter Box with Surface Restoration — 3,000 to 6,000 Units)	EA	\$30.00
1. f.	Drill a 2-inch (2") Diameter Hole in an Existing Plastic Meter Box Lid (5/8" meter) to Accept the New Potable Water Radio Read Meter's Antenna Assembly: (Estimated Range of Existing Meter Box Lids Requiring Drilling to Facilitate Installation of the Radio Read Meter's Antenna Assembly - 3,000 to 6,000)	EA	\$1.75

ATTACHMENT A

EXHIBIT C - COST PROPOSAL FORM - REVISED (cont'd):

COST PROPOSAL 1" METER

Item No.	Item Description	Unit	Unit Price
2.	1" METER EXCHANGE		
2. a.	Change Out Existing 1" Potable Water Meter: (Estimated Range of 1" Meters Requiring Change Out - 700 to 1,000 Units)	EΑ	\$31.89
	Additional Items of Work That May be Required in Addition to the Change Out of the Existing 1" Potable Water Meter:		
2. b.	Replace Existing Backflow Prevention Device and Reconnect to Customer's Existing Residential Service Piping: (Estimated Range of Backflow Prevention Devices requiring Change	EA	\$17.50
2. c.	Out - 600 to 800 Units) Replace Existing Curb Stop Fitting: (Estimated Range of Curb Stop Fittings requiring Change Out - 200 to 400 Units)	EA	\$38.50
2. d.	Remove and Reset Existing Meter Box Complete with Surface Restoration for 1" Mete: Exchange: (Estimated Range of Existing Meter Boxes Requiring Removal and Resetting with Surface Restoration - 300 to 500 Units)	EA	\$20.00
2. e.	Remove Existing Meter Box and Replace with New Meter Box Complete with Surface Restoration for 1" Meter Exchange: (Estimated Range of Existing Meter Boxes Requiring Removal and Replacement with a New Meter Box with Surface Restoration - 300 to 500 Units)	EA	\$30.00
2. f.	Drill a 2-inch (2") Diameter Hole in an Existing Plastic Meter Box Lid (1" meter) to Accept the New Potable Water Radio Read Meter's Antenna Assembly: (Estimated Range of Existing Meter Box Lids Requiring Drilling to Facilitate Installation of the Radio Read Meter's Antenna Assembly — 300 to 500)	EA	\$1.75

RFP-UT18-15/MC Revised: February 27, 2018

ATTACHMENT A

EXHIBIT C - COST PROPOSAL FORM- REVISED (cont'd):

COST PROPOSAL 1" METER

Item No.	Item Description	Unit	Unit Price
3.	OPTIONAL PROPOSAL ITEM		
3. a.	Provide GIS coordinates (X,Y) for meters daily via an electronic device compatible with the City's GIS System.	EA	\$5.00

RESOLUTION 103 - 18

A RESOLUTION OF THE CITY OF CAPE CORAL, FLORIDA, AWARDING THE CONTRACT FOR THE 5/8" AND 1" POTABLE WATER METER EXCHANGE PROGRAM TO VANGUARD UTILITY SERVICE, INC.; PROVIDING FOR SUBSEQUENT EXECUTION OF THE CONTRACT AND ANY FUTURE RENEWALS BY THE CITY MANAGER OR HIS DESIGNEE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, on February 7, 2018, REQUEST FOR PROPOSAL (RFP) #UT18-15/MC was issued for the 5/8" and 1" Potable Water Meter Exchange Program for the replacement of manual read water meters with new radio read water meters throughout the city; and

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

WHEREAS, after evaluation of the proposals, Vanguard Utility Service, Inc., was ranked as the top responsive responsible proposer meeting the requirements and specifications outlined in the RFP; and

WHEREAS, staff recommends awarding the contract for the 5/8" and 1" Potable Water Meter Exchange Program to Vanguard Utility Service, Inc., for an estimated annual amount of \$500,000, not to exceed budgetary limits; and

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

WHEREAS, the City Council desires to authorize the City Manager to enter into a contract between the City of Cape Coral and Vanguard Utility Service, Inc., for the 5/8" and 1" Potable Water Meter Exchange Program and to approve the renewal of the contract for two additional one-year periods, if the City Manager deems the renewals to be in the best interest of the City.

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

Section 1. The City Council hereby awards the contract for the 5/8" and 1" Potable Water Meter Exchange Program to Vanguard Utility Service, Inc., for an estimated annual amount of \$500,000, not to exceed budgetary limits.

Section 2. The City Council hereby authorizes the City Manager to enter into a Contract between the City of Cape Coral and Vanguard Utility Service, Inc., for the 5/8" and 1" Potable Water Meter Exchange Program and authorizes the City Manager or his designee to execute the Contract. A copy of the Contract is attached hereto as Exhibit 1.

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

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

		OF THE CITY OF CA	APE CORAL AT ITS REGULAR , 2018.
		JOE COV	VIELLO, MAYOR
VOTE OF MAYOR	AND COUNCILM	EMBERS:	
COVIELLO GUNTER CARIOSCIA STOUT		NELSON STOKES WILLIAMS COSDEN	

ATTESTED TO AND FILED IN MY C 2018.	OFFICE THIS DAY OF
2018.	
	REBECCA VAN DEUTEKOM,
	CITY CLERK

APPROVED AS TO FORM:

DOLORES D. MENENDEZ CITY ATTORNEY res/Award RFP-Vanguard Utility Service

CITY OF CAPE CORAL

CONTRACT # CON-UT18-15/MC

5/8" & 1" POTABLE WATER METER EXCHANGE PROGRAM

CITY (1421)	greement, made and entered into this day of, 2018 by and between the OF CAPE CORAL, FLORIDA, hereinafter called "CITY", and Vanguard Utility Service, Inc., W. 9 th Street, Owensboro, KY 42301 doing business as a corporation, hereinafter called TRACTOR".
WITNE	ESSETH: that for and in consideration of the payments and agreements mentioned hereinafter:
1.	The Contract Work will consist of replacement of outdated manual/touch 5/8" and 1" water meters with radio read meters and all related work items detailed in the CONTRACT DOCUMENTS.
2.	This CONTRACTOR agrees to supply and deliver products, services, plans, drawings and reports as described in the CONTRACT DOCUMENTS at the unit prices listed in the CONTRACTOR'S Official Submitted Proposal for the term of the contract, renewals and more specifically as shown in Attachment A, "Exhibit C - Cost Proposal Form- Revised" which is incorporated within and made a part of this agreement.
3.	The CONTRACTOR will commence work as required by the CONTRACT DOCUMENTS as stipulated in the written Notice to Proceed or with issuance of the fully executed Purchase Order.
4.	The term of this agreement will be for an initial period of three (3) years, commencing, 2018 through, 2021 and may be renewed for two (2) additional two (2) year renewal periods by mutual agreement between the CITY and the CONTRACTOR.
5.	This agreement may be terminated by the CITY for its convenience upon thirty (30) days prior written notice to the CONTRACTOR. In the event of termination, the CONTRACTOR shall be paid as compensation in full for services completed to the day of such termination, an amount prorated in accordance with services substantially completed under this agreement. Such amount shall be paid by the CITY after inspection to determine the extent of performance under this agreement, whether completed or in progress.

- 6. The Term "Contract Documents" shall include this Contract, Addenda(s), Contractor's Bid Proposal Submittal, Technical Specifications, Drawings, except when it conflicts with any other contractual provision, the Notice to Proceed, Certificates and the Request for Proposal Package prepared and issued by the City. In the event of conflict between any provision of any other document referenced herein as part of the contract and this Contract, the terms of this Contract shall control.
- 7. All time limits listed in the CONTRACT DOCUMENTS are of the essence in the performance of this agreement.
- Record Keeping:

Records of the CONTRACTOR's personnel, sub-consultants, and the costs pertaining to the Project shall be kept in accordance with generally accepted accounting practices. The CONTRACTOR shall keep full and detailed accounts and financial records pertaining to the contracted services for the CITY. Prior to commencing work, CONTRACTOR shall review with

INITIALS _______________________

and obtain the CITY's approval of the accounting procedures and records to be utilized by the CONTRACTOR on the Project. CONTRACTOR shall preserve the aforementioned Project records for a period of ten (10) years after final payment, or for such longer period as may be required by law.

9. Assignment:

This agreement may not be assigned except at the written consent of the CITY, and if so assigned, shall extend and be binding upon the successors and assignors of the CONTRACTOR.

Disclosure:

The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this agreement and that it has not paid or agreed to pay any person, company, corporation, individual or Contractor, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift, or other compensation contingent upon or resulting from the award or making of the agreement.

11 Unauthorized Aliens:

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

12. Administration of Agreement:

The Utilities Director, or his representative, shall administer this agreement for the CITY.

13. Governing Law:

This agreement shall be interpreted, construed, and governed according to the laws of the State of Florida. All claim and/or dispute resolution under this Agreement, whether by mediation, arbitration, litigation, or other method of dispute resolution, shall take place in Lee County, Florida. More specifically, any litigation between the parties to this Agreement shall be conducted in the Twentieth Judicial Circuit, in and for Lee County, Florida. In the event of any litigation arising out of this Contract, the party shall be required to bare their own costs and attorney's fees.

14. Amendments:

No Amendments or variation of the terms or conditions of this agreement shall be valid unless in writing and signed by the parties.

15. Payments:

CITY shall make payment and CONTRACTOR shall be in receipt of all sums properly invoiced within twenty-five (25) calendar days of the City's receipt of such invoice unless, within a twenty (20) calendar day period, CITY notifies CONTRACTOR in writing of its objection to the amount of such invoice, together with CITY'S determination of the proper amount of such invoice. CITY shall pay any undisputed portion of such invoice within such twenty-five (25) day period. If CITY shall give such notice to the CONTRACTOR within such twenty (20) day period, such dispute over the proper amount of such invoice shall be resolved, and after final resolution of such

INITIALS

dispute, CITY shall promptly pay the CONTRACTOR the amount so determined, less any amounts previously paid by CITY with respect to such invoice. In the event it is determined that CITY has overpaid such invoice, the CONTRACTOR shall promptly refund to the CITY the amount of such overpayment.

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

17. Public Records:

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

18. <u>Contractor's Representations:</u>

In order to induce CITY to enter into the Contract CONTRACTOR makes the following representations:

CONTRACTOR has been familiarized with the Contract Documents and the nature and extent of the work required to be performed, locality, local conditions, and Federal, State, and Local laws, ordinances, rules and regulations that in any manner may affect costs, progress or performance of the work.

CONTRACTOR has made or caused to be made examinations, investigations and tests and studies as deemed necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by CONTRACTOR for such purposes.

19. <u>Indemnity</u>:

To the extent permitted by law (F.S. 768.28), the CONTRACTOR shall indemnify and hold harmless the CITY, its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONTRACTOR and any persons employed or utilized by CONTRACTOR in the performance of this Contract.

20. <u>Damage Liability:</u>

The awarded CONTRACTOR shall be responsible for all claims filed for damage to private property, including, but not exclusive of, driveways, windows, screen enclosures, mailboxes, real estate signs, etc.). Additionally, in the event of a service break or other damage related to the meter change out task, it will be the CONTRACTOR's responsibility to make repairs, at no additional cost to the CITY. If crimping of pipe occurs, a repair coupling must be installed to complete the repair at the crimped pipe. All materials utilized in a repair must conform to the CITY's Specifications.

21. Invalid Provision:

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 or unenforceable provisions were omitted.

22. Project Records:

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

23. Insurance:

Without limiting its liability, the CONTRACTOR shall be required to procure and maintain at its own expense during the life of the Contract, insurance of the types and in the minimum amounts stated below as will protect the CONTRACTOR, from claims which may arise out of or result from the CONTRACTOR execution of the project, whether such execution by himself or by any sub-consultant, or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable.

<u>Workers' Compensation:</u> Covering all employees meeting Statutory Limits in compliance with the applicable State and Federal laws. The policy must include Employer's Liability with a minimum limit of \$1,000,000 for each accident.

<u>Comprehensive General Liability:</u> Shall have minimum limits of \$1,000,000 per occurrence, combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include Premises and/or Operations, Independent Contractors and Products and/or Completed Operations, Broad Form Property Damage, XCU Coverage, and a Contractual Liability Endorsement.

<u>Business Auto Policy:</u> Shall have minimum limits of \$1,000,000 per occurrence. Combined Single Limit for Bodily Injury and Property Damage Liability. This shall include owned vehicles, hired and non-owned vehicles, and employees' non-ownership.

<u>Certificate of Insurance:</u> The City of Cape Coral is to be specifically included as an additional insured. This does not pertain to Workers' Compensation. The policy endorsements and waivers of subrogation must be included with the certificate of insurance.

In the event the insurance coverage expires prior to the completion of the project, a renewal certificate shall be issued thirty (30) days prior to said expiration date.

The policy shall provide a thirty (30) day notification clause in the event of cancellation or modification to the policy.

INITIALS TB

Unless otherwise specified, it shall be the responsibility of the contractor to ensure that all sub-Contractors comply with the same insurance requirements herein. All CONTRACTOR certificates of insurance must be on file with and approved by the City of Cape Coral before the commencement of any work activities.

The Contractor shall "flow down" the requirements of this provision to all sub-Contractors.

The limits of insurance required above must be retained throughout the term of the contract. The Contractor must notify the City immediately if any of the required coverage limits are reduced due to claim activity or for any other reason.

Policies should be written on an "occurrence" basis.

24. Payment and Performance Bonds:

Pursuant to FL Statute §255.05 any CONTRACTOR entering a contract for the construction of a public building or public work, or for any repairs upon a building or public work shall, before commencing work, execute, deliver to the City of Cape Coral (Procurement), and record in the public records of Lee County, Florida, a payment and performance bond issued by a surety authorized to do business in the State of Florida. The amount of the bond shall be 100% of the contract amount. The original recorded bond will be returned to City (Procurement) before any commencement of work.

25. Warranty - Guaranty:

The material and work performed shall be under warranty and the warranty period will be in effect for one (1) year from the date of completion of installation of materials and/or services as outlined in Request for Proposal Documents, Technical Specification and Drawings. The Material and Work shall be free from defects for one year from the date of completion of work, once inspected and signed off by City staff, and as outlined in the purchase order associated with the specific work performed.

During the warranty period, in the event a service failure occurs due to improper or faulty installation work, the Utilities Collections and Distribution (UCD) Department or Customer Billing Service (CBS) Department will contact the Contractor. In the event the Contractor does not respond via telephone within one (1) hour of being contacted by UCD or CBS and be onsite within the second hour, the City will complete the repair work and invoice the Contractor for the associated repair(s). The Contractor will be invoiced by the City on a Time and Material (T&M) basis, with a minimum call out fee of two (2) hours at a minimum cost of one hundred fifty (\$150.00) dollars per hour.

26. Right of Audit:

Examination of Records as outlined in General Terms and Condition of this Request for Proposal.

27. Entire Agreement:

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

INITIALS TB

CONTRACT # CON-UT18-15/MC

	HEREOF, OWNER AND CONTRACTOR HAVE SIGNATION OF THE EFFECTIVE THE EFFECTIVE TO THE EFFECTIVE			
OWNER:		CONTRACTO		
City of Cape Coral, Florida		Vanguard	Utility Service, Inc.	
Signature:		Signature:	10m/51	
Typed Name:	A. John Szerlag	Typed Name:	Robert A. Bates	
Title:	City Manager	Title:	President	
Date:		Date:	May 1, 2018	
Signature Attest:			is a corporation, a partnership, or a joint venture, ce of authority to sign with corporate resolution.)	
Title:	City Clerk	Title:	Regional Director of Sales	
Typed Name:	Rebecca van Deutekom, MMC	Typed Name:	Megan Hayden	
Date: Address for gi		Date: Address for	May 1, 2018 giving notices:	
City of Cape Coral (Attn: Procurement) 1015 Cultural Park Blvd.		1421 W. 9th Street		
2 nd Floor		Owensboro, KY 42301		
Cape Coral, F	L 33990			
		State of Flor Contractor L	icense No.: CUC 1225083	
			(as applicable)	
LEGAL REVIEN	N:			
Typed Name:	Dolores Menendez, ESQ.			
Title:	City Attorney			
Date:	4/30/2018			

ATTACHMENT A

EXHIBIT C - COST PROPOSAL FORM - REVISED:

COST PROPOSAL 5/8" METER

ltem No.	Item Description	. Unit	- Unit Price
1.	5/8" METER EXCHANGE:	-104	T. A. L.
1. a.	Change Out Existing 5/8" Potable Water Meter: (Estimated Range of 5/8" Meters Requiring Change Out — 8,000 to 13,000 Units)	EA	\$31.89
	Additional Items of Work That May be Required in Addition to the Change Out of the Existing 5/8" Potable Water Meter.		
1. b.	Replace Existing Backflow Prevention Device and Reconnect to Customer's Existing Residential Service Piping: (Estimated Range of Backflow Prevention Devices requiring Change Out – 3,000 to 8,000 Units)	EA	\$17.50
1. c.	Replace Existing Curb Stop Fitting: (Estimated Range of Curb Stop Fittings requiring Change Out - 500 to 1,000 Units)	EA	\$38.50
1. ď.	Remove and Reset Existing Meter Box Complete with Surface Restoration for 5/8" Meter Exchange: (Estimated Range of Existing Meter Boxes Requiring Removal and Resetting with Surface Restoration – 3.000 to 6.000 Units)	, . ΕΔ.	\$20.00
1. e.	Remove Existing Meter Box and Replace with New Meter Box Complete with Surface Restoration for 5/8" Meter Exchange: (Estimated Range of Existing Meter Boxes Requiring Removal and Replacement with a New Meter Box with Surface Restoration — 3,000 to 6,000 Units)	EA	\$30.00
1. f.	Drill a 2-inch (2") Diameter Hole in an Existing Plastic Meter Box Lld (5/8" meter) to Accept the New Potable Water Radio Read Meter's Antenna Assembly: (Estimated Range of Existing Meter Box Lids Requiring Drilling to Facilitate Installation of the Radio Read Meter's Antenna Assembly – 3,000 to 6,000)	EA	\$1.75

ATTACHMENT A

EXHIBIT C - COST PROPOSAL FORM - REVISED (cont'd):

COST PROPOSAL 1" METER

Item No.	Item Description	Unit	Unit Price
2.	1" METER EXCHANGE		
2. a.	Change Out Existing 1" Potable Water Meter: (Estimated Range of 1" Meters Requiring Change Out - 700 to 1,000 Units)	EA	\$31.89
	Additional Items of Work That May be Required in Addition to the Change Out of the Existing 1" Potable Water Meter:		
2. b.	Replace Existing Backflow Prevention Device and Reconnect to Customer's Existing Residential Service Piping: (Estimated Range of Backflow Prevention Devices requiring Change	EA	\$17.50
2. c.	Out - 600 to 800 Units) Replace Existing Curb Stop Fitting: (Estimated Range of Curb Stop Fittings requiring Change Out - 200 to 400 Units)		\$38.50
2. d.	Remove and Reset Existing Meter Box Complete with Surface Restoration for 1" Mete: Exchange: (Estimated Range of Existing Meter Boxes Requiring Removal and Resetting with Surface Restoration - 300 to 500 Units)	EA	\$20.00
2. e.	Remove Existing Meter Box and Replace with New Meter Box Complete with Surface Restoration for 1" Meter Exchange: (Estimated Range of Existing Meter Boxes Requiring Removal and Replacement with a New Meter Box with Surface Restoration - 300 to 500 Units)	Lit	\$30.00
2. f.	Drill a 2-inch (2") Diameter Hole in an Existing Plastic Meter Box Lid (1" meter) to Accept the New Potable Water Radio Read Meter's Antenna Assembly: (Estimated Range of Existing Meter Box Lids Requiring Drilling to Facilitate Installation of the Radio Read Meter's Antenna Assembly — 300 to 500)	EA	\$1.75

ATTACHMENT A EXHIBIT C - COST PROPOSAL FORM- REVISED (cont'd):

COST PROPOSAL 1" METER

Item No.	Item Description	Unit	Unit Price
3.	OPTIONAL PROPOSAL ITEM		
3. а.	Provide GIS coordinates (X,Y) for meters daily via an electronic device compatible with the City's GIS System.	EA	\$5.00

PROPOSAL AFFIDAVIT

	STATE OF	Kentucky_			
	COUNTY OF	_Daviess			
170	Kathryn F. Kolte (Name of Sect		ng duly sworn, dep	oses and says that she is	
		nguard Utility Servi (Name of Corporation		orporation organized and existi	ng
25	under and by vir	tue of the laws of the	e State of <u>Kentuc</u>	<u>ky</u> , and having it	S
	principal office a	at: (address)			
CI.	1421 W. 9 th Str	<u>eet</u>			
	Owensboro, KY	<u>/ 42301</u>			
	Affiant further sa	ays that it is familiar	with the records, m	ninutes, books and by-laws of	
		Vanguard 1	Utility Service, Inc.		
		(Name	e of Corporation)		
ě	Affiant further sa	nys that <u>Robert A</u> (Name of		President (Title)	
	of the corporatio	n is duly authorized	to sign the Proposa	1 for <u>5/8" &1" Potable Wate</u>	er_
	Meter Exchang	e Program	Kathryn F	F. Kolter Affiant	- <u>U</u> \
		me and subscribed in	n my presence this	Notary Public # SIN30	<u>}</u> .
	My Commission mmission Expires				
=	Date		Daviess County	<u>Kentucky</u> State	

CITY OF CAPE CORAL EVALUATION MATRIX RFP-UT18-15/MC 5/8" & 1" POTABLE WATER METER EXCHANGE PROGRAM

RFP closing date: March 15, 2018

		Proposer's Name and Address:		
		National Metering Service	Vanguard Utility Service, Inc.	
Description	Possible Points	Kearny, NJ 07032	Owensboro, KY 42301	
Understanding of City's Requirements and Plans for Meeting Them	25	23	21	
Qualifications, Related Experience and Adequacy of Personnel	50	47	41	
Prior Experience on Projects of Equal or Greater Size/Scope and References from Projects	100	95	86	
Knowledge/Experience with Metering Devices, Especially Neptune	100	95	81	
Infrastructure Knowledge with Service Line Repairs	75	59	71	
Description of Procedures Followed	75	55	71	
Previous Experience - City of Cape Coral	25	0	0	
Cost Proposal	50	27	37	
Total Score	500	401	408	
Proposer Ranking		2	1	

 $^{^{*}}$ Note: Scoring is based on the compilation of five (5) evaluation committee member's individual scoring.

Item Number: B.(3)

Meeting Date: 5/14/2018

Item Type: CONSENT AGENDA

AGENDA REQUEST FORM CITY OF CAPE CORAL



TITLE:

Resolution 104-18 Approve a Single Source with South Florida Emergency Vehicles, LLC., for the purchase of Holmatro Extrication Equipment and authorize the City Manager or Designee to execute the purchase orders and any related documents; Department: Fire; Dollar Value: \$66,390; (General Fund)

REQUESTED ACTION:

Approve or Deny

STRATEGIC PLAN INFO:

1. Will this action result in a Budget Amendment? No

2. Is this a Strategic Decision?

If Yes, Priority Goals Supported are listed below.

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

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

PLANNING & ZONING/HEARING EXAMINER/STAFF RECOMMENDATIONS:

SUMMARY EXPLANATION AND BACKGROUND:

- 1. The Fire Department has developed a standardized vehicle extrication platform that meets industry standards and technology by utilization of Holmatro Extrication equipment.
- 2. Holmatro Extrication provides state of the art technology with a triple stage pump system that provides higher flow in common working pressures, which provides the ability to meet the demand of today's ultra-exotic metals and composite materials.
- 3. This request is to purchase one gas powered unit for a total cost of \$32,800.62 and one electric powered unit for a total cost of \$33,590.28. The total for both units is \$66,390.90.
- 4. This procurement is in accordance with the City of Cape Coral Code of Ordinances Article VII: Purchase and Sale of Real and Personal Property Section 2-144 (C) Sole and Single Source purchases.
- 5. Funding information: if approved, the monies will be transferred from Fire Operations/Small Equipment

LEGAL REVIEW:

Legal review is not required as purchase orders will be issued.

EXHIBITS:

Department Memo Resolution 104-18

PREPARED BY:

Wanda Roop Division- Procurement Department-Finance

SOURCE OF ADDITIONAL INFORMATION:

Michael T. Russell, Interim Fire Chief/Emergency Management Director

ATTACHMENTS:

	Description	Туре
D	Department Memo	Backup Material
D	Ordinance 104-18	Resolution



CAPE CORAL FIRE DEPARTMENT

OFFICE OF THE INTERIM FIRE CHIEF/EMERGENCY MANAGEMENT DIRECTOR

TO:

John Szerlag, City Manager

Victoria Bateman, Financial Services Director

Wanda Roop, Procurement Manager

FROM:

Michael T. Russell, Interim Fire Chief/Emergency Management Director

DATE:

March 26, 2018

SUBJECT: Purchase over \$50,000 - South Florida Emergency Vehicles, LLC

This memorandum outlines information to support the purchase of extrication equipment for fire apparatus Engine 8 and Ladder 7.

Background:

The Cape Coral Fire Department (CCFD) has developed a standardized extrication platform for all frontline fire apparatus. Replacement methodology is based on industry best practices and life cycle cost-benefit analysis, and capital equipment replacement over ten (10) fiscal years. This decision supports Strategic Plan Element E: Increase Quality of Life/Foster a Safe Community.

Recommendation:

The CCFD recommends approval to purchase one (1) gas-powered extrication unit in the amount of \$32,800.62, and one (1) electric-powered extrication unit in the amount of \$33,590.28 from South Florida Emergency Vehicles, LLC. This purchase continues to provide a standardized vehicle extrication platform that meets industry standards and technology, and provides safe, efficient, and reliable service delivery to the residents of Cape Coral.

Funding Availability:

This non-budgeted purchase in the amount of \$66,390.90 will be funded by Fire Operations/Small Equipment: 122301.652116.

MTR:ilw

RESOLUTION 104 - 18

A RESOLUTION OF THE CITY OF CAPE CORAL APPROVING THE SINGLE SOURCE PURCHASE OF HOLMATRO EXTRICATION EQUIPMENT FROM SOUTH FLORIDA EMERGENCY VEHICLES, LLC; 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 Fire Department has developed a standardized vehicle extrication platform that meets industry standards and provides safe, efficient, and reliable service delivery to the residents of Cape Coral by utilization of Holmatro extrication equipment; and

WHEREAS, the Fire Department is requesting approval to purchase one Holmatro gas-powered extrication unit and one Holmatro electric-powered extrication unit in accordance with the Department's replacement methodology for its capital equipment; 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 Holmatro extrication 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 Holmatro extrication equipment is available only through South Florida Emergency Vehicles, LLC, as their exclusive authorized representative in Lee County; and

WHEREAS, the City Manager recommends the approval of the single source purchase of one Holmatro gas-powered extrication unit and one Holmatro electric-powered extrication unit from South Florida Emergency Vehicles, LLC, in the amount of \$66,390.90.

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 one Holmatro gaspowered extrication unit and one Holmatro electric-powered extrication unit from South Florida Emergency Vehicles, LLC, in the amount of \$66,390.90.

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

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

ADOPTED BY THE CITY (COUNCIL SESSION THIS		F CAPE CORAL AT ITS REGULAR , 2018.
	JOE (COVIELLO, MAYOR
VOTE OF MAYOR AND C	OUNCILMEMBERS:	
COVIELLO GUNTER CARIOSCIA STOUT	NELSON STOKES WILLIAMS COSDEN	

ATTESTED TO AND FILED IN MY	OFFICE THIS DAY OF
2018.	
	REBECCA VAN DEUTEKOM,
	CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY res/Single Source-South Florida Emergency Vehicles

Item Number: B.(4)

Meeting Date: 5/14/2018

Item Type: CONSENT AGENDA

AGENDA REQUEST FORM CITY OF CAPE CORAL



TITLE:

Resolution 105-18 Award Bid #ITB-UT18-41/KR to Douglas N. Higgins, Inc. for Weir #15 Bladder & Controls Improvements as the lowest responsive, responsible bidder, in the amount of \$162,000 with a 10% City controlled contingency of \$16,200 for a total project cost of \$178,200, and authorize the City Manager or designee to execute the contract and/or amendments; Department: Utilities; Dollar Value: \$178,200; (Water and Sewer Fund)

REQUESTED ACTION:

Approve or Deny

STRATEGIC PLAN INFO:

1. Will this action result in a Budget Amendment? No

2. Is this a Strategic Decision? Yes

If Yes, Priority Goals Supported are listed below.

If No, will it harm the intent or success of

the Strategic Plan?

ELEMENT C: INVEST IN COMMUNITY INFRASTRUCTURE INCLUDING UTILITIES EXPANSION IMPROVEMENTS TO ENHANCE THE CITY'S ABILITY TO MEET THE NEEDS OF ITS CURRENT AND FUTURE RESIDENTS AND BUSINESSES

ELEMENT G: WORK TOWARD EFFICIENT AND COST-EFFECTIVE SOLUTIONS TO PROTECT AND CONSERVE NATURAL RESOURCES, WHILE PROMOTING ENVIRONMENTAL AWARENESS AND SUSTAINABILITY IN THE COMMUNITY.

PLANNING & ZONING/HEARING EXAMINER/STAFF RECOMMENDATIONS:

SUMMARY EXPLANATION AND BACKGROUND:

- 1. An Invitation to Bid was issued to secure a Contractor to relocate and upgrade Weir #15 Bladder & Controls. The improvements are necessary as the current location of the controls are in direct conflict with the ongoing Lee County Burnt Store Road widening project.
- 2. The scope of work includes relocation and replacement of existing deteriorated controls used to inflate the bladder unit for the Weir 15 system.
- 3. On February 22, 2018, an Invitation to Bid, ITB-UT18-41KR, was issued.
- 4. On March 22, 2018, two (2) bid proposals were received, from firms listed in alphabetical order Douglas N. Higgins, Inc and Quality Enterprises USA, Inc.
- 5. Douglas N. Higgins, Inc. of Ann Arbor, Michigan with a local office in Naples, Florida was deemed the lowest responsive and responsible bidder meeting all requirements as outlined in the bid documents.

- 6. The Utilities Department Director is requesting 10% City Controlled Contingency. The Expenditure of Contingency, if any will be subject to approval of specific change orders by the Utilities Director, if justified upon identified needs with an appropriate scope and cost to address specific needs.
- 7. If approved, the contract amount is for \$162,000, plus a request for 10% City controlled contingency of \$16,200 for a project total of \$178,200.
- 8. If approved, the term of this Contract shall be for 210 days substantial completion and 240 days for final completion.
- 9. This project is a budgeted item.
- Funding: Account No: 4050099.662601 IRR-1 Weir Improvements Other than Buildings, Capital Improvements Project Fund with an unencumbered balance of \$1,087,225 (W&S Capital Improvement Fund)

LEGAL REVIEW:

Contract reviewed by Legal

EXHIBITS:

Department Memo Resolution 105-18 Bid Tabulation – ITB-UT18-41/KR

PREPARED BY:

Wanda Roop Division- Procurement Department-Finance

SOURCE OF ADDITIONAL INFORMATION:

Jeff Pearson, Utilities Director

ATTACHMENTS:

	Description	Туре
ם	Dept Recommendation Memo	Backup Material
D	Resolution 105-18	Resolution
ם	Bid Tabulation - ITB-UT18-41/KR	Backup Material

CITY OF CAPE CORAL UTILITIES DEPARTMENT

TO:

John Szerlag, City Manager

Victoria Bateman, Financial Services Director

Wanda Roop, Procurement Manager

FROM:

Jeff Pearson, Utilities Director

Gino Notarianni, Senior Project Manger - 2m

DATE:

May 1, 2018

SUBJECT:

Weir 15 Bladder & Control Improvements Project - ITB-UT18-41KR

Recommendation to Award Memorandum

Summary

The Weir 15 scope-of-work consists of re-locating the subject weir controls that are in direct conflict with the on-going Lee County Burnt Store Road Widening Project. In addition, the Utilities Department desires to replace the existing deteriorated braided stainless steel phonematic tubing with a proprietary (Swagelok) 316 stainless steel system to inflate the bladder control units.

Recommendation

The Utilities Department has recently solicited public bids through the Procurement Department. The date of posting was February 22, 2018 and the bid opening was March 22, 2018. There were two bidders for this project: Quality Enterprises USA, Inc. and Douglas N. Higgins, Inc. The low bidder was Douglas N Higgins, Inc. for the bid amount of \$162,000.00 The second lowest bidder was Quality Enterprises USA, Inc. for the bid amount of \$172,559.35.

The City of Cape Coral Utilities Department recommends that the low bidder Douglas N. Higgins, Inc. be awarded the contract in the bid amount of (\$162,000.00) with a 10% city controlled contingency in the amount of (\$16,200.00). Therefore, the project bid amount plus city controlled contingency, will be in the amount of one hundred seventy-eight thousand two hundred dollars and zero cents (\$178,200.00). Furthermore, Douglas N. Higgins, Inc. is experienced in working with the City of Cape Coral on the Current North 2 Utility Expansion Project and other various Capital Improvement Projects.

Funds for the Weir 15 Bladder & Controls Improvements Project - ITB-UT18-41KR will come from the IRR-1 Weir Improvements - Other than Buildings (JDE Account Number 4050099.662601) which has an unencumbered balance of \$1,087,225.00.

Please feel free to contact Gino Notarianni directly at 573-3039 if you should require any additional information or if you have any additional questions or concerns.

Cc: James Diviesta, Contract Administrator

Attachments:

- (1) Tetra Tech Recommendation to Award Memo
- (2) Weir 15 Bid Tabulations

RESOLUTION 105 - 18

A RESOLUTION OF THE CITY OF CAPE CORAL AWARDING A BID FOR WEIR #15 BLADDER & CONTROL IMPROVEMENTS TO DOUGLAS N. HIGGINS, INC.; PROVIDING FOR SUBSEQUENT EXECUTION OF THE CONTRACT DOCUMENTS BY THE CITY MANAGER OR HIS DESIGNEE; PROVIDING FOR APPROVAL OF A CONTINGENCY AMOUNT; PROVIDING AN EFFECTIVE DATE.

WHEREAS, on February 22, 2018, INVITATION TO BID (ITB) #PW18-41/KR was issued for the Weir #15 Bladder & Control Improvements Project; and

WHEREAS, two (2) bids were submitted and opened on March 22, 2018; and

WHEREAS, the City Manager recommends the award of the bid to Douglas N. Higgins, Inc., as the lowest qualified responsible and responsive bidder meeting the requirements and criteria set forth in the invitation to bid, in the amount of \$162,000, subject to a City-controlled contingency amount not to exceed ten (10) percent of the total amount of the contract.

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

Section 1. The City Council hereby awards the bid for the Weir #15 Bladder & Control Improvements Project to Douglas N. Higgins, Inc., in the amount of \$162,000, subject to a City-controlled contingency amount not to exceed ten (10) percent of the total amount of the contract.

Section 2. The City Council hereby approves Contract CON-UT18-41/KR between the City of Cape Coral and Douglas N. Higgins, Inc., for the Weir #15 Bladder & Control Improvements Project, and authorizes the City Manager or his designee to execute the Contract, and any subsequent amendments and renewals. A copy of the Contract is attached hereto as Exhibit 1.

Section 3. The City Council hereby authorizes the City Manager or the City Manager's designee to enter into change orders for work required other than as contemplated in the contract documents with an appropriate scope and cost to address those needs, subject to payment of a City-controlled contingency amount not to exceed ten (10) percent of the total amount of the contract.

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

			APE CORAL AT ITS REGULA	ıR
COUNCIL SESS	SION THIS D	A1 Or	, 2016.	
		JOE CO	VIELLO, MAYOR	M.
VOTE OF MAY	OR AND COUNCILM	MEMBERS:		
COVIELLO GUNTER CARIOSCIA STOUT		NELSON STOKES WILLIAMS COSDEN		
ATTESTED TO 2018.	AND FILED IN MY	OFFICE THIS	DAY OF	,
		REBECO CITY CI	CA VAN DEUTEKOM, LERK	- :

APPROVED AS TO FORM:

DOLORES D. MENENDEZ

CITY ATTORNEY

res/Bid Award-Douglas N. Higgins Inc.

SECTION 00500 AGREEMENT

CON-UT18-41/KR

BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between	City of Cape Coral, Florida	("Owner") and
foreign profit corporation,		
Douglas N. H	liggins, Inc.	
3390 Travis I	Pointe Road, Suite A	
Ann Arbor, í	VII 48108	("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 - WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

ARTICLE 2 - THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described and comprised of the following:

The Work will proceed in two phases. Phase I of the Work is comprised of: new Weir No. 15 air supply equipment on the north side of Shadroe Canal and connection to the existing air supply piping to the Weir No. 15 air bladders resulting and a fully operational air supply system; removal of existing Weir No. 15 air supply equipment from the north side of Shadroe Canal after the Weir No. 15 air bladders are fully operational and being supplied air from the new air supply equipment. Phase II of the Work comprised of: removal and replacement of seven (7) air bladders and the 1-inch air supply piping affixed to Weir No. 15 and supplying air to the weir level control air bladders; other work displayed or described in the Contract Documents. The seven (7) new air bladders will be furnished by the Owner.

The Contractor shall furnish all labor, materials, equipment and incidentals required to construct the Weir 15 Bladder & Controls Improvements, as shown on the Drawings and as specified in the Contract Documents. The selected contractor will also be responsible for final site restoration.

ARTICLE 3 - ENGINEER

- 3.01 The Contract Documents; Division 0 Bidding and Contract Requirements; Division 1 General Requirements; and, Technical Specifications Divisions 2 through 17 have been prepared by the City of Cape Coral, Florida and Tetra Tech, Inc. The Contract Drawings have been prepared by Tetra Tech, Inc.
- 3.02 The Owner has retained Tetra Tech, Inc., ("Engineer") to assist the Owner and act in limited capacity as the Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

Exhibit 1

ARTICLE 4 - CONTRACT TIMES

4.01 Time of the Essence

A. All time limits for Milestones, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Contract Times: Days

A. The Work will be substantially completed within 210 calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 240 days after the date when the Contract Times commence to run.

4.03 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02.A above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
 - Substantial Completion: Contractor shall pay Owner \$500.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
 - Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$500.00 for each day that expires after such time until the Work is completed and ready for final payment.
 - Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

4.04 Special Damages

- A. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02.A for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02.A for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

ARTICLE 5 - CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:
 - A. For all Unit Price Work, a total base bid cost of: \$162,000 "Not to Exceed".
 All speçific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.
 - B. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

- 6.01 Submittal and Processing of Payments
 - A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.
- 6.02 Progress Payments; Retainage
 - A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about 25 business days after the date on which the payment request or invoice is stamped as received by the Engineer. Payment for the Work shall be as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
 - Prior to Substantial Completion, progress payments will be made in an amount equal to the
 percentage indicated below but, in each case, less the aggregate of payments previously
 made and less such amounts as Owner may withhold, including but not limited to liquidated
 damages, in accordance with the Contract.
 - a. 90 percent of Work completed (with the balance being retainage). If the Work has been completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
 - 90 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
 - B. Upon 50 percent Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 5 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 Final Payment

A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 - INTEREST

7.01 All amounts not paid when due shall bear interest at the rate of one-percent (1.0%) per month.

ARTICLE 8 - CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 - A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
 - E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
 - F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 - G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
 - H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
 - The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
 - J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
 - This Agreement (pages 1 to 9, inclusive).

Must Be Completed and Signed - City requires 2 signed SETS

Attach - Corporate Resolution (Section 00420) with the signed agreement

2. Performance Bond (pages 1 to 3, inclusive) (Section 00610) - Post Contract Execution

Bond Form - Must Be Completed, Recorded in Lee County within 14 calendar days of bidder's receipt Fully Executed Agreement. Provide Certificate that shows the Surety Firm is authorized to transact in the State of Florida.

POST CONTRACT EXECUTION – Included as Reference ONLY

Payment Bond (pages 1 to 3, inclusive) (Section 00620) – Post Contract Execution

Bond Form - Must Be Completed, Recorded in Lee County within 14 calendar days of bidder's receipt of Fully Executed Agreement. Provide Certificate that shows the Surety Firm is authorized to transact in the State of Florida.

POST CONTRACT EXECUTION – Included as Reference ONLY

4. Warranty and Bonds (Section 1740) - Post Contract Execution

Post Contract Assemblage of Warranty, Service and Maintenance Bonds
POST CONTRACT EXECUTION – Included as Reference ONLY

Insurance Requirements - Post Contract Execution

<u>Insurance:</u> Unless otherwise specified, Contractor shall, at its own expense, carry and maintain the coverages as outlined in the Supplementary Conditions (Section 800), as well as any insurance coverage required by law:

As Shown in ITB-UT18-41/KR - Section 800 - Supplementary Conditions Provide Certificate of Insurance including all required insurance coverage(s) with The City of Cape Coral named as an additional insured.

Under Description of Operations on Certificate of Insurance include contract number #CON-UT18-41/KR – Weir 15 – Bladder & Controls Improvements

POST CONTRACT EXECUTION – Included as Reference ONLY

- 6. General Conditions (pages 1 to 65, inclusive) (Section 00700) and Supplementary Conditions (pages 1 to 24, inclusive) (Section 00800), plus following exhibits:
 - a. Including Exhibit "A" Pricing of Construction Contract Change Orders
 - Including Exhibit "B" Right of Audit Examination of Records
 - Including Exhibit "C" Record Keeping and Public Records
 As Shown in ITB-UT18-41KR Reference Only (February 2018).

7. <u>Specifications as listed in the table of contents of the bid documents</u> [Division 00, Division 01 and Divisions 02 through 17 as prepared by the City of Cape Coral and Engineer].

As Shown in ITB-UT18-41KR - Reference Only (February 2018).

8. <u>Drawings with each sheet bearing the following general title: The City of Cape Coral, Weir15 Bladder & Controls Improvements as prepared by Tetra Tech, Inc.</u>

As Shown in ITB-UT18-41KR - Reference Only (February 2018)

9. Addenda (numbers 1 to 1, inclusive).

Signed Acceptance of Addendum - Included with Submitted Bid Form 300 - Reference Only (February 2018)

- 10. Documents to this Agreement (enumerated as follows):
 - a. Contractor's Bid (Division 0, Section 00300).

Completed Bid Form 300 - Original Submitted

With Bidders Information Statement and Questionnaire

- Reference Only (February 2018)
- Business Ethics Requirements (Division 0, Section 00481).

Signed Acceptance of Form 00481 - Attachment Included with Submitted Bid Form 300

- Reference Only (February 2018)
- 11. The following which may be delivered or issued on or after the Effective Date of the Contract and are referenced only and not attached:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.

POST CONTRACT EXECUTION - Included as Reference ONLY

- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.

The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 - MISCELLANEOUS

10.01 Terms

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 - "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 Other Provisions

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.
- B. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.
- C. The City is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

- a) Keep and maintain public records that are required by the City in order to perform the service;
- b) Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- c) Ensure that public records that are exempt or confidential and from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Consultant does not transfer the records to the City.
- d) Upon completion of the contract, transfer, at no cost, to the City all public records in possession of the Consultant or keep and maintain public records required by the City to perform the service. If the Consultant transfers all public records to the City upon completion of the contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
- e) Pursuant to Florida Statute §287.058 (1) (c), this contract may be unilaterally cancelled by the City if the Consultant, refuses to allow public access to all documents, papers, letters, or other material made or received by the Consultant in conjunction with this contract, unless the records are exempt from disclosure.

END OF SECTION

LITECTIVE OIL	(WHICH IS THE EFFEC						
OWNER:			CONTRACTOR:				
City of Cape Coral, Florida		Douglas N. Higgins, Inc.					
Signature:		Signature:	Kellya-wikie				
Typed Name:	A. John Szerlag	Typed Name:	Kelly A. Wilkie				
Title:	City Manager	_ Title:	Vice-President				
Date:		_ Date:	April 25, 2018				
		(If Contractor attach eviden	is a corporation, a partnership, or a joint venture, ce of authority to sign with corporate resolution.)				
Signature Attest:		Signature Attest:	Sanchal Barriso				
The second second	City Clerk	Title:	Secretary				
Title: Typed		Typed	Sandra K. Garrison				
Name:	Rebecca van Deutekom, MMC	Name:	Sandra N. Gamson				
Date:		Date:	April 25, 2018				
	giving notices: Coral (Attn: Procurement)		r giving notices:				
1015 Cultura	al Park Blvd.	_	Douglas N. Higgins				
2 nd Floor		4465 Enterprise Avenue					
Cape Coral, FL 33990		Naples, FL 34104 State of Florida Contractor License No.: CGC060189 (as applicable)					
LEGAL REVII	EW: A						
Signature:	IM						
Typed Name	Dolores Menendez, ESQ.	_					
Title:	City Attorney						
Date:	4/23/2019						

CERTIFICATE OF SECRETARY

The undersigned, being the duly elected secretary of Douglas N. Higgins, Inc., a Michigan corporation, hereby certifies that the following resolution was duly adopted by the Board of Directors of said corporation at a meeting held on April 1, 2018 and that said resolution is in full force and effect:

"RESOLVED, That the following listed persons are hereby authorized to execute, on behalf of Douglas N. Higgins, Inc., any and all contracts and documents."

Daniel N. Higgins

Douglas N. Higgins

David J. Wilkie

Kelly A. Wilkie

Matthew T. DeLuca

Matthew T. DeLuc

Kelly A. Wilkie Secretary

Dated: April 1, 2018

SECTION 00300

BID FORM

CITY OF CAPE CORAL WEIR 15 BLADDER & CONTROLS IMPROVEMENTS ITB-UT18-41/KR

ARTICLE 1 - BID RECIPIENT

- This Bid is submitted to: 1.01
 - City of Cape Coral, Procurement Division, 1015 Cultural Park Blvd., 2nd Floor, Cape Coral, FL
- The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or 1.02 indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.
- EXECUTION OF BID: The Official Bid Form must contain a manual signature of an authorized representative. Bid must be typed or printed in ink. Use of erasable ink is not permitted. All 1.03 corrections made by bidder to his/her bid price must be initialed.
- AWARD: The City Council reserves the right to waive minor variations to specifications, informalities, irregularities and technicalities in any bids; to reject any and all bids in whole or in 1.04 part with or without cause, and/or to accept bids that in its judgment will be in the best interest of the City. Following complete investigation of each bid received by the City, the City Council reserves the right to make awards on a multiple, lump sum, or individual item basis or in combination as shall best serve the interest of the City. The City reserves the right to negotiate additional related services.
- PRICES: Bidder warrants by virtue of bidding that any orders placed within the bid period shall be honored at the prices, items and conditions quoted in his/her Official Bid Form. When a 1.05 yearly quote is being obtained, bidder must contractually commit that bid amount on bid form is firm with no escalation in unit price or otherwise for 365 days from award date. Prices must be stated in units of quantity specified in the bid specifications. In case of discrepancy in computing the amount of the bid, the unit price will prevail.
- LIABILITY INSURANCE: Where bidders are required to enter City property to deliver materials or perform work or service as a result of bid award, the bidder assumes full duty obligation and 1.06 expense of obtaining all necessary insurance and associated licenses and/or permits. Insurance requirements are identified in SC-Article 6 of the Supplementary Conditions (Section 00800).

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 120 days after the Bid opening, or for such longer period of time that Bidder may 2.01 agree to in writing upon request of Owner. All bids will be publicly opened at the designated time and location specified within the Legal Notice.

Weir 15 Bladder & Controls Improvements

ARTICLE 3 - BIDDER'S REPRESENTATIONS

- 3.01 In submitting this Bid, Bidder represents that:
 - A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

Addendum No.	Addendum Date
	3 5 18

- Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; Information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.

Weir 15 Bladder & Controls Improvements

J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 - BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the e execution of the Contract.

ARTICLE 5 - BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Weir 15 Bladder & Controls Improvements

BID SCHEDULE

WEIR 15 BLADDER & CONTROLS IMPROVEMENTS TOTAL ESTIMATED ITEM COST **UNIT PRICE** UNIT QUANTITY DESCRIPTION ITEM (AxB) (A) \$4,050 \$4,050-Phase I Mobilization (Maximum 3.0% of the LS 1. total Contract Price). Phase I of the Work comprised of: new Weir No. 15 air supply equipment on the north side of Shadroe Canal and connection to the existing air supply piping to the Weir No. 15 air bladders resulting in a fully operational \$65,667- \$65,667air supply system; removal of existing Weir 1 2. No. 15 air supply equipment from the north side of Shadroe Canal after the Weir No. 15 air bladders are fully operational and being supplied air from the new air supply equipment; other work displayed or described in the Contract Documents. \$4,050 -\$4.050 -Phase II Mobilization (Maximum 3.0% of the LS 3. total Contract Price). Phase II of the Work comprised of: removal and replacement of seven (7) air bladders 158,233 - \$ 58,233 and the 1-inch air supply piping affixed to Weir No. 15 and supplying air to the weir LS 4. level control air bladders; other work displayed or described in the Contract Documents. The seven (7) new air bladders will be furnished by the Owner. Allowance for Air Supply Equipment \$30,000 \$30,000 LS 1 5. Furnished and Installed by Owner. \$162,000-TOTAL ESTIMATED CONSTRUCTION COST:

One hundred sixty-two thousand dollars and zero cents

(TOTAL ESTIMATED CONSTRUCTION COST INCLUDING ALLOWANCES IN WORDS)

Weir 15 Bladder & Controls Improvements

00300-4

Time of Completion

- 5.02 Bidder agrees that the Work will be substantially completed within 210 calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions (Section 00700) and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 240 calendar days of Notice to Proceed.
- 5.03 Bidder accepts the provisions of the Agreement (Section 00500) as to liquidated damages in the amount of \$500.00 for each day.

ARTICLE 6 - ATTACHMENTS TO THIS BID

6.01 The City of Cape Coral <u>requires</u> the following signed documents to be returned with all bids in order for a bid to be considered "Responsive": <u>Please provide the documents in the following order for ease of verification of completeness of your bid package.</u>

A. Section 00300 - Bid Form

Subcontractor Listing

Sworn Statement on Public Entity Crimes

Form 3A – Interest In Competitive Bid For Public Business

Drug Free Work Place Certification

Trench Safety Form

Contractor's Self-Performed Work Evaluation Form

Acknowledgment of Insurance Requirements

B. Section 00301

Information Statement and Questionnaire

(Financial Statements - Separate Sealed Envelope)

C. Section 00410

Bid Bond

D. Section 00420

Corporate Resolution

E. Section 00480

Non-Collusion Affidavit

F. Section 00481

Business Ethics Requirements

One (1) original and two (2) hard copies, and one (1) electronic copy (CD, flash drive, or DVD), exactly mirroring the entire Bid Proposal Package is required to be submitted with the Bid Package

FAILURE TO RETURN ALL OF THE ABOVE REQUIRED ITEMS WITH A BID MAY RESULT IN YOUR BID BEING CONSIDERED NON-RESPONSIVE AND WILL NOT BE CONSIDERED FOR WARD.

ARTICLE 7 - DEFINED TERMS

7.01 The terms used in this Bid beginning with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

Weir 15 Bladder & Controls Improvements

00300-5

ARTICLE 8 - BID SUBMITTAL

BIDDER: [Indicate co	orrect name of bidding entity)
Dougla	ns N. Higgins, Inc.
By: [Signature]	Kelly a. Whie
(Printed name)	Kelly A. Wilkie
Title: (If Bidder is a corpoi evidence of authorit	Vice President ration, a limited liability company, a partnership, or a joint venture, attach ly to sign.)
Attest: [Signature]	Sandak Darrison
[Printed name]	Sandra K. Garrison
Title:	Secretary
Submittal Date:	3/22/18
Address for giving n	otices:
Douglas N. H	liggins, Inc.
4485 Enterpr	ise Ave.
Naples, FL 34	104
•	239-774-3130
Fax Number:	239-774-4266
Contact Name and e	e-mall address: <u>Daniel Higgins</u> DanH@dnhiggins.com
Bidder's License No	: CGC060189 (where applicable)
NOTE TO USER: Use	in those states or other Jurisdictions where applicable or required.

Weir 15 Bladder & Controls Improvements

00300-6

2018 FOREIGN PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# 830666

Entity Name: DOUGLAS N. HIGGINS INC.

Current Principal Place of Business:

3390 TRAVIS POINTE RD.

SUITE A

ANN ARBOR, MI 48108

Current Mailing Address:

3390 TRAVIS POINTE RD.

SUITE A

ANN ARBOR, MI 48108 US

FEI Number: 38-1807765

Certificate of Status Desired: Yes

FILED

Jan 08, 2018 Secretary of State

CC0077528053

Name and Address of Current Registered Agent:

CF REGISTERED AGENT, INC. 100 S. ASHLEY DRIVE

SUITE 400

TAMPA, FL 33602 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

Officer/Director Detail:

Title

ASST. SECRETARY

Name Address LUDWIG, TAMARA J

4465 ENTERPRISE AVENUE

NAPLES FL 34104

Title

VP, EXECUTIVE SECRETARY,

TREASURER

Name

Address

WILKIE, KELLY A

City-State-Zip:

3390 TRAVIS POINTE RD SUITE #A

City-State-Zip:

ANN ARBOR MI 48108

Title

ASST, SECRETARY

Name

GARRISON, SANDRA K

Address

3390 TRAVIS POINTE RD.

SUITE A

City-State-Zip:

ANN ARBOR MI 48108

Title

HIGGINS, DOUGLAS N

Address

Name

3390 TRAVIS POINTE RD., SUITE A

City-State-Zip:

ANN ARBOR MI 48108

Title VP

Name

HIGGINS, DANIEL N

Address

3390 TRAVIS POINTE RD. SUITE A

City-State-Zip:

ANN ARBOR MI 48108

Title

SECRETARY

Name

WILKIE, DAVID J

Address

3390 TRAVIS POINTE RD.

SUITE A

City-State-Zip:

ANN ARBOR MI 48108

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made undor oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: KELLY A. WILKIE

VICE-PRESIDENT

01/08/2018

CERTIFICATE OF SECRETARY

The undersigned, being the duly elected secretary of Douglas N. Higgins, Inc., a Michigan corporation, hereby certifies that the following resolution was duly adopted by the Board of Directors of said corporation at a meeting held on August 15, 2017 and that said resolution is in full force and effect:

"RESOLVED, That the following listed persons are hereby authorized to execute, on behalf of Douglas N. Higgins, Inc., any and all contracts and documents."

Daniel N. Higgins

Douglas N. Higgins

David J. Wilkie

Kelly A. Wilkie

Kelly A. Wilkie

Kelly A. Wilkie

Kelly M. Wilkie

Dated: August 15, 2017

ITB-UT18-41/KR Weir 15 Bladder & Controls Improvements Bid Due/ Opening - March 22, 2018 - Room 220A

Bid Tabulation Detail Line Items				Douglas N. Higgings, Inc. 3390 Travis Pointe Road Ann Arbor, MI 48108		Quality Enterprises USA, Inc. 3494 Shearwater Street Naples, FL 34117-8414	
ITEM	DESCRIPTION	ESTIMATED QUANTITY (A)	UNIT	UNIT PRICE (B)	TOTAL ITEM COST (AxB)	UNIT PRICE (B)	TOTAL ITEM COST (AxB)
1	Phase I Mobilization (Maximum 3.0% of the total Contract Price).	1	LS	\$4,050.00	\$4,050.00	\$4,764.75	\$4,764.75
2	Phase I of the Work comprised of: new Weir No. 15 air supply equipment on the north side of Shadroe Canal and connection to the existing air supply piping to the Weir No. 15 air bladders resulting in a fully operational air supply system; removal of existing Weir No. 15 air supply equipment from the north side of Shadroe Canal after the Weir No. 15 air bladders are fully operational and being supplied air from the new air supply equipment; other work displayed or described in the Contract Documents.	1	LS	\$65,667.00	\$65,667.00	\$57,957.92	\$57,957.92
3	Phase II Mobilization (Maximum 3.0% of the total Contract Price).	1	LS	\$4,050.00	\$4,050.00	\$4,764.75	\$4,764.75
4	Phase II of the Work comprised of: removal and replacement of seven (7) air bladders and the 1-inch air supply piping affixed to Weir No. 15 and supplying air to the weir level control air bladders; other work displayed or described in the Contract Documents. The seven (7) new air bladders will be furnished by the Owner.	1	LS	\$58,233.00	\$58,233.00	\$75,071.93	\$75,071.93
5	Allowance for Air Supply Equipment Furnished and Installed by Owner.	1	LS	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00
	TOTAL ESTIMATED CONSTRUCTION COST			\$162,000.00		\$172,559.35	

Item Number: B.(5)

Meeting Date: 5/14/2018

Item Type: CONSENT AGENDA

AGENDA REQUEST FORM CITY OF CAPE CORAL



TITLE:

Resolution 107-18 Approval for use of Reserves from the Yacht Basin Fund for the repair of the Yacht Club Pool Bath House and Pavilion Roof; the procurement of Contractors in accordance with the City of Cape Coral Procurement Ordinance and authorize the City Manager to execute the contracts and/or purchase orders for these purchases; Department: Parks & Recreation; Dollar Value: \$158,750; (Yacht Basin Fund)

REQUESTED ACTION:

Approve or Deny

STRATEGIC PLAN INFO:

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

2. Is this a Strategic Decision? Yes

If Yes, Priority Goals Supported are listed below.

If No, will it harm the intent or success of

the Strategic Plan?

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

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

PLANNING & ZONING/HEARING EXAMINER/STAFF RECOMMENDATIONS:

SUMMARY EXPLANATION AND BACKGROUND:

- 1. The Parks and Recreation Department is requesting approval for the use of Reserves from the Cape Coral Yacht Basin Fund to pay for needed repairs at the Yacht Club Pool Bath House and the Yacht Club Beach Pavilion. The Yacht Basin Fund can be used for repairs and enhancements to the Cape Coral Yacht Club Community Park area and includes revenues generated annually from Ford's Boathouse. The use of this fund would not impact the General Fund. The repair of both areas is estimated at \$158,750.
- 2. Yacht Club Pool Gatehouse The pool gatehouse currently houses the public restrooms, showers and changing areas, the cashiers station, lifeguard breakroom, storage area, and the first aid station. Since funding for repairs was not available until FY17, Facilities performed

- minimal patchwork repairs to keep the building usable until the remodeling could be done. Currently, the infrastructure of the facility is in very poor condition and mold may become a problem going forward since the restroom and shower areas have no air conditioning and ventilation is poor.
- 3. Yacht Club Beach Pavilion Roof Shingles were repaired after Hurricane Charley in 2004, but no significant work has been done on the roof since the 1990's. The roof has sustained further damages due to Hurricane Irma.
- 4. If approved, staff will be utilizing the City's competitive solicitation processes, City's Invitation to Bid, Request for Proposal or Request for Quotation processes following the City's procurement ordinance 2-144 bidding and/or quoting process or if applicable the purchases may be completed by piggybacking competitive solicited contracts awarded by another entity.

LEGAL REVIEW:

EXHIBITS:

Department Recommendation Resolution 107-18

PREPARED BY:

Wanda Roop Division- Procurement Department-Finance

SOURCE OF ADDITIONAL INFORMATION:

Kerry Runyon, Parks & Recreation Director

ATTACHMENTS:

Description Type

Department Recommendation Backup Material

Resolution 107-18 Resolution

CITY OF CAPE CORAL PARKS AND RECREATION DEPARTMENT

TO: John Szerlag, City Manager

Victoria Bateman, Financial Services Director

Wanda Roop, Procurement Manager

FROM: Kerry Runyon, Parks & Recreation Director

Keith Locklin, Recreation Superintendent

DATE: April 17, 2018

SUBJECT: Yacht Club Pool Bath House and Pavilion Roof Renovations

Background

Yacht Club Pool Gatehouse

The pool gatehouse currently houses the public restrooms, showers and changing areas, the cashiers station, lifeguard breakroom, storage area, and the first aid station. The attached photo file shows the condition of the structure in November of 2015. Since funding for repairs was not available until FY17, Facilities performed minimal patchwork repairs to keep the building usable until the remodeling could be done. As the photos demonstrate, the infrastructure of the facility is in very poor condition and mold may become a problem going forward, since the restroom and shower areas have no air conditioning and ventilation is poor. The bath house renovation has been budgeted for \$125,000.

The renovation will be handled internally by Facilities Maintenance, and they have invested time in developing renovation and repair designs.

Yacht Club Beach Pavilion Roof

Shingles were repaired after Hurricane Charley in 2004, but no significant work has been done on the roof since the 1990's. The roof has sustained further damages due to Hurricane Irma. The roof renovation has been budgeted for \$33,750.

Recommendation

The Parks and Recreation Department is recommending approval for the use of Reserves from the Cape Coral Yacht Basin Fund to pay for the needed repairs which would not impact the General Fund. The Yacht Basin Fund can be used for repairs and enhancements to the Cape Coral Yacht Club Community Park area and includes revenues generated annually from Ford's Boathouse.

John Szerlag, City Manager-Yacht Club Pool Bath House and Roof Renovations April 17, 2018 Page 2

The Facilities Maintenance division is currently in the process of receiving quotes to repair these projects and the total cost of repairs outlined in the scope of work amounts to \$158,750.

Fund Availability

The amount of \$158,750 is available in Account 450010.646102 (Yacht Basin Enterprise Fund).

Attachments; Photos (9)

KR/KL/jl

RESOLUTION 107 - 18

A RESOLUTION OF THE CITY OF CAPE CORAL CITY COUNCIL APPROVING THE FUNDING OF REPAIRS TO THE YACHT CLUB POOL GATEHOUSE AND THE YACHT CLUB BEACH PAVILION ROOF AND MOVING FORWARD WITH THE PROJECT IN ACCORDANCE WITH PROCUREMENT PROCEDURES SET FORTH IN THE CODE OF ORDINANCES, CHAPTER 2, ARTICLE VII, DIVISION 1, PURCHASING OF GOODS AND SERVICES; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS REQUIRED TO COMPLETE THE PROJECT; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Yacht Club Pool Gatehouse, which houses the public restrooms, showers and changing areas, cashier's station, lifeguard breakroom, storage area, and first aid station, and the Yacht Club Beach Pavilion roof are in need of repair, at an estimated cost of \$158,750; and

WHEREAS, Reserves are available in the Yacht Basin Enterprise Fund, which can be used for repairs and enhancements to the Cape Coral Yacht Club Community Park area; and

WHEREAS, the City Manager requests City Council approval for funding of repairs to the Yacht Club Pool Gatehouse and Yacht Club Beach Pavilion roof from available Reserves in the Yacht Basin Enterprise Fund; and

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

WHEREAS, in order to avoid unnecessary delays, the City Manager requests that City Council approve, at this time, the execution by the City Manager or his designee of all procurement-related purchase orders and contracts in excess of \$50,000 necessary to complete the needed repairs at the Yacht Club Pool Gatehouse and the Yacht Club Beach Pavilion; and

WHEREAS, the City Council desires to approve the funding of repairs to the Yacht Club Pool Gatehouse and Yacht Club Beach Pavilion roof from Reserves in the Yacht Basin Enterprise Fund and to approve, at this time, the execution by the City Manager or his designee of all procurement-related purchase orders and contracts in excess of \$50,000 necessary to complete the needed repairs at the Yacht Club Pool Gatehouse and the Yacht Club Beach Pavilion.

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

Section 1. The City Council hereby approves the funding of repairs to the Yacht Club Pool Gatehouse and Yacht Club Beach Pavilion roof from the Reserves in the Yacht Basin Enterprise Fund in the estimated amount of \$158,750.

Section 2. The City Council hereby approves the execution by the City Manager or his designee of all procurement related purchase orders and contracts in excess of \$50,000 pursuant to City Code of Ordinances Chapter 2, Article VII, Division 1, Section 2-142(e) for purchases necessary to complete the needed repairs at the Yacht Club Pool Gatehouse and the Yacht Club Beach Pavilion. The City Manager and his staff shall, at all times, comply with all applicable procurement procedures identified in Section 2-144 of the City Code of Ordinances.

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

ADOPTED BY THE CITY COUNCIL SESSION THIS			Γ ITS REGULAR
	<u></u>	E COVIELLO MAYOR	<u></u>

GUNTER S CARIOSCIA	NELSON STOKES WILLIAMS COSDEN				
ATTESTED TO AND FILED IN MY OFFICE THIS DAY OF2018.					
APPROVED AS TO FORM:	REBECCA VAN DEUTEKOM CITY CLERK				
DOLORES D. MENENDEZ CITY ATTORNEY res/Approve Funding-Yacht Club Repairs					

VOTE OF MAYOR AND COUNCILMEMBERS:

Item Number: B.(6)

Meeting Date: 5/14/2018

CONSENT AGENDA Item Type:

AGENDA REQUEST FORM CITY OF CAPE CORAL



TITLE:

Resolution 109-18 Approval of Contract for Purchase of Lots 63 and 64, Block 3013, Unit 43. Cape Coral Subdivision, 1235 NW 25th Street, Cape Coral, for the Festival Park project for the purchase price of \$11,000 plus closing costs not to exceed \$1,200; Department: Financial Services / Real Estate Division; Dollar Value: \$12,200; (Parks Capital Project Fund); Note: Trade offer rejected by Seller.

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 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. In 2003 at a Strategic Planning Session City Council directed staff to begin purchasing property in Cape Coral Subdivision Unit 43 for a future park site, now known as Festival Park. Over the years, Staff has been working with various owners in the park area to purchase additional properties on a voluntary basis based on current independent state-certified appraisals.
- 2. The subject contract is for a two-lot off-water parcel located within the designated Festival Park area. Currently, the City owns 434 of the 517 parcels required for Festival Park, with three additional property contracts currently pending.
- 3. A representative for the property owner had contacted the City to purchase the property. Staff submitted an offer to purchase the site based on an appraisal of a similar two-lot site. The property owner accepted the City's offer of \$11,000 for the property. The contract requires the City to pay the closing costs incurred by the title company.
- 4. Staff recommends approval of the purchase contract to purchase Lots 63 and 64, Block 3013, Unit 43, Cape Coral Subdivision, for the purchase price of \$11,000 plus closing costs

LEGAL REVIEW:

EXHIBITS:

Resolution 109-18 Property Appraiser Printout Location Map Appraisal

PREPARED BY:

Dawn Y. Andrews, Property Department-Financial Services Real Division-Broker Estate

SOURCE OF ADDITIONAL INFORMATION:

Dawn Y. Andrews, Property Broker 239-574-0735

Doug Sayers, Property Acquisition Agent 239-54-0714

ATTACHMENTS:

	Description	Туре
D	Resolution 109-18	Resolution
D	PA Sheet - Blk 3013, Lots 63-64	Backup Material
D	Location Map - Blk 3013, Lots 63-64	Backup Material
D	Appraisal - Festival Park - Off Water	Backup Material

RESOLUTION 109 - 18

A RESOLUTION OF THE CITY OF CAPE CORAL AUTHORIZING THE CITY MANAGER TO ENTER INTO A "CONTRACT FOR SALE AND PURCHASE" BETWEEN CAPE HOLDINGS ENTERPRISES, INC., AND THE CITY OF CAPE CORAL FOR THE PURCHASE OF LOTS 63 AND 64, BLOCK 3013, UNIT 43, CAPE CORAL SUBDIVISION, FOR THE FESTIVAL PARK PROJECT; PROPERTY LOCATED AT 1235 NW 25TH STREET; PROVIDING AN EFFECTIVE DATE.

WHEREAS, on January 10, 2005, the City Council adopted Resolution 5-05, finding it necessary and in the public interest to acquire property for the purpose of creating and developing Festival Park; and

WHEREAS, the City has obtained a recent appraisal of a similar off-water property pursuant to Section 2-152 of the City of Cape Coral Code of Ordinances; and

WHEREAS, City staff recommends that the City purchase the subject property pursuant to the terms and price set forth in the contract; and

WHEREAS, the City Manager requests approval to enter into the "Contract for Sale and Purchase."

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

Section 1. The City Council hereby authorizes the City Manager to execute a "Contract for Sale and Purchase" between Cape Holdings Enterprises, Inc., and the City of Cape Coral for the purchase of Lots 63 and 64, Block 3013, Unit 43, Cape Coral Subdivision, as more fully described in the Contract, in the amount of \$11,000, plus closing costs not to exceed \$1,200. The property is located at 1235 NW 25th Street. A copy of the "Contract for Sale and Purchase" is attached hereto as Exhibit A.

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

	HE CITY COUNCIL ON THIS D.		CAPE CORAL AT ITS REGULAI , 2018.	R
		JOE CO	VIELLO, MAYOR	
VOTE OF MAYO	R AND COUNCILM	IEMBERS:		
COVIELLO GUNTER CARIOSCIA STOUT		NELSON STOKES WILLIAMS COSDEN		
ATTESTED TO 2018.	AND FILED IN MY	OFFICE THIS	DAY OF	_,
		REBECC CITY CL	CA VAN DEUTEKOM ERK	

APPROVED AS TO FORM:

DOLORES D. MENENDEZ CITY ATTORNEY

Res/Purchase Real Property Festival Park L63-64 B3013

CONTRACT FOR SALE AND PURCHASE

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

PARTIES: <u>Cape Holdings Enterprises</u>, Inc., 12764 Yacht Club Circle, Fort Myers, Florida 33919 as "SELLER", and <u>City of Cape Coral</u>, a Florida Municipal Corporation, P.O. Box 150027, Cape Coral, <u>Florida 33915-0027</u>, successors or assigns, as "BUYER", hereby agree that the SELLER shall sell and BUYER shall buy the following (hereinafter referred to as "PROPERTY") described property upon the following terms and conditions:

LEGAL DESCRIPTION of real estate located in Lee County, Florida:
 Lots 63 and 64, Block 3013, Unit 43, Cape Coral Subdivision, as recorded in Plat
 Book 17, Pages 48-57, inclusive of the Public Records of Lee County, Florida.

2. PURCHASE PRICE

\$11,000.00

3. CONDITIONAL CONTRACT. This contract for sale and purchase is a binding contract once it is executed by the SELLER and by the City Manager on behalf of the BUYER. However, this contract is expressly subject to approval by the Cape Coral City Council. If the Cape Coral City Council fails or refuses to approve the purchase within 45 calendar days of the date when the City Manager has signed this contract, then this contract shall be null and void. This contract is subject to applicable Florida probate proceedings, if required. BUYER and SELLER understand and agree that in the event probate proceedings are necessary, SELLER shall be solely responsible for any and all expenses necessary to complete said probate proceedings.

Page 1 of 6

- 4. EFFECTIVE DATE & CLOSING DATE. The Effective Date of this contract shall be the date of Council authorization. This contract shall be closed and the deed shall be delivered within 30 business days after Council authorization unless extended by other provisions of this contract. Such other provisions shall include, but not be limited to, paragraph 7. Possession shall be granted on the day of closing unless otherwise agreed in writing.
- 5. **CONVEYANCE. SELLER** shall convey title to the property to **BUYER** by Warranty Deed subject only to matters contained in this contract and taxes for the year of closing.
- 6. **RESTRICTIONS AND EASEMENTS. BUYER** shall take title subject to:
 - (a) Zoning and restrictions and prohibitions imposed by governmental authority;
 - (b) Restrictive covenants of record;
 - (c) 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:
 - (d) Taxes for the year of closing and subsequent years;

Provided, however, that none of the foregoing shall prevent use of the entire property for the purpose of right-of-way or any other governmental purpose.

7. EVIDENCE OF TITLE. Within fifteen (15) days from the date of this contract, BUYER shall at BUYER'S expense, obtain a title insurance binder issued by a qualified title insurer of its choice, agreeing to issue to BUYER, upon the recording of the deed hereafter mentioned, a title insurance policy in the amount of the purchase price insuring the title to that real property. BUYER shall have fifteen (15) days from the date of receiving the evidence of title to examine same. If title is found to be defective, BUYER or closing agent shall, within said period of time, notify SELLER in writing specifying defects that need to be cured. For purposes of this contract, a requirement by the title insurer that the SELLER institute and complete a quiet title action shall be deemed to be a title defect that shall be cured by SELLER. If said defects render the title unmarketable or uninsurable SELLER shall have

- ninety (90) days from the receipt of such notice to cure the defects, and if after said period **SELLER** shall not have cured the defects, then **BUYER** shall have the option of (1) accepting the title as it then is; (2) affording **SELLER** additional time to cure the defect(s); or (3) terminate the contract by providing written notice to the **SELLER**.
- 8. **EXISTING MORTGAGES. SELLER** shall furnish estoppel letters from mortgagee(s) setting forth the principal balance, escrow balance, method of payment, and whether the mortgage is in good standing. It shall be **SELLER'S** obligation to obtain any satisfactions of mortgage required for closing.
- SURVEY. If BUYER desires a survey, BUYER shall have the property surveyed at its
 expense prior to closing date. If the survey shows an encroachment, the same shall be treated
 as a title defect.
- 10. OTHER AGREEMENTS. No agreements or representations, unless incorporated in this contract, shall be binding upon any of the parties, unless they be in writing and agreed to by all parties.
- 11. **MECHANIC'S LIENS. SELLER** shall execute an affidavit that there have been no improvements to the subject property and that **SELLER** has not entered any contracts for the provision of goods or services that could give rise to a mechanic's lien for the ninety (90) days immediately preceding the date of closing.
- 12. TIME IS OF THE ESSENCE in the performance of this contract.
- 13. DOCUMENTS FOR CLOSING. SELLER shall execute a Warranty Deed, Seller's Affidavit and other necessary closing documents provided by closing agent.
- 14. **EXPENSES.** Documentary stamps, title insurance, title search, title exam, documentary stamps and settlement fees shall be paid by **BUYER**.

- 15. 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. It is further agreed that should, upon receipt of current tax statement, the taxes be different by more than Ten Dollars (\$10.00) than those estimated, the proration shall be adjusted.
- 16. 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.
- 17. **DEFAULT BY SELLER.** If **SELLER** fails to perform any of the covenants of this contract other than the failure of **SELLER** to render his title marketable after diligent effort **BUYER** may proceed at law or in equity to enforce its legal rights under this contract, including, but not limited to, the right to bring suit for specific performance.
- 18. All covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators, successors and assigns of the respective parties.
- This agreement shall be interpreted, construed, and governed according to the Laws of the State of Florida.

- 20. 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.
- 21. **SELLER** and **BUYER** hereby agree that this contract to purchase the real property described above is for a proper municipal purpose and grants the **BUYER** the right to enter the real property described above for the purpose of surveying, soil borings, or any other work as deemed necessary by the **BUYER**. The parties herein further agree that the purchase of this property does not destroy or cause any damage whatsoever to **SELLER** or his successor or assigns with respect to any commercial or residential property owned by them whose lands are being so purchased or located upon adjoining lands.
- 22. The place of closing and delivery of the deed to **BUYER** shall be at any office designated by **BUYER**.
- 23. ENVIRONMENTAL AUDIT. BUYER may perform or have performed, at BUYER'S expense, an environmental audit of the property. If such an audit identifies environmental problems unacceptable to the BUYER then BUYER may elect to accept the property in its existing condition or BUYER may terminate this Contract without obligation.
- 24. REAL ESTATE COMMISSIONS. BUYER and SELLER understand and agree that in the event BUYER has knowledge of any listing agreement for the subject property, then BUYER, at its option, may elect to notify and provide a copy of this contract to the Listing Broker. SELLER shall be solely responsible for any Broker compensation, Realtor notification or any other terms and conditions of any listing agreement. SELLER shall also be responsible for any Realtor transaction fee or administration fee.
- 25. **DISCLOSURE OF BENEFICIAL INTERESTS. SELLER** agrees to comply with the provisions of Section 286.23(1), Florida Statutes. Said section requires that, before property Page 5 of 6

that is owned by a partnership, limited partnership, corporation, trust or any other form of representative capacity whatsoever for others, is conveyed to a governmental unit, the representative of the owner/entity shall make a 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.

26. It is understood by the parties that this contract is entered by SELLER under the threat and in lieu of condemnation and is inclusive of all compensation for all attorney fees and costs incurred by SELLER.

CITY OF CAPE CORAL, FLORIDA

IN WITNESS THEREOF, BUYER and SELLER have signed this contract on the date set forth below.

Witness to A. John Szerlag	BY:A. John Szerlag City Manager	Date
Witness to Rebecca van Deutekom	BY:	Date
Fathering Flether	Cape Holdings Enterprises, Inc.	
Witness Print Name: Patricia Fletcher Marie Caputo	Print Name: J. Craig Reitan Title: President	Date
Witness Print Name: NANCY CAPUTO		
APPROVED AS TO FORM:		
Dolores D. Menendez, City Attorney		

DISCLOSURE AFFIDAVIT

Project Name: Festival Park	Parcel ID #: 274323C4030130630	Project Parcel ID: FP 147
STATE OF Floride	COUNTY OF_	Lee
BEFORE ME, the undersigned a	uthority in said County and State, persona who being first duly sworn,	ally appeareddeposes and says:
1. THAT he/she is:		
(X) a. President (o r Vice Corporation or LLC, incorporated	President) of <u>Cape Holdings Enterpr</u> or organized under the laws of the State	rises, Inc. of Florida;
or () b. A Partner (or limite composed of	ed Partner) of the firm of and	
or () c. Managing Member	of a limited liability company organized iness as Cape Holdings Enterprises (Company Name)	under the laws of
hereof are the name and address of	es listed on Exhibit "A" attached hereto of every person having a beneficial interest 43, Cape Coral Subdivision, however sm	st in the real property described as
3. THIS Affidavit is provided to o	comply with the provisions of Section 286	5.23, Florida Statutes.
Under penalties of perjury, I do l correct.	hereby declare that the information control	Ra
	Print Name: J. Craig	Reitan
	Title: Presiden	<u>nt_,</u>
	Address: 12764 Y	
Sworn to and subscribed before m	e this day of 2	2018, by J. Carin Leit
	of corporation or company)	
has produced(describe identi		as identification.
My Commission Expires: 3-/	1-01	ncy Caput
(seal)	,	ANCY CAPUTO
Nancy Caputo NOTARY PUBLIC	Notary Public (

EXHIBIT "A"

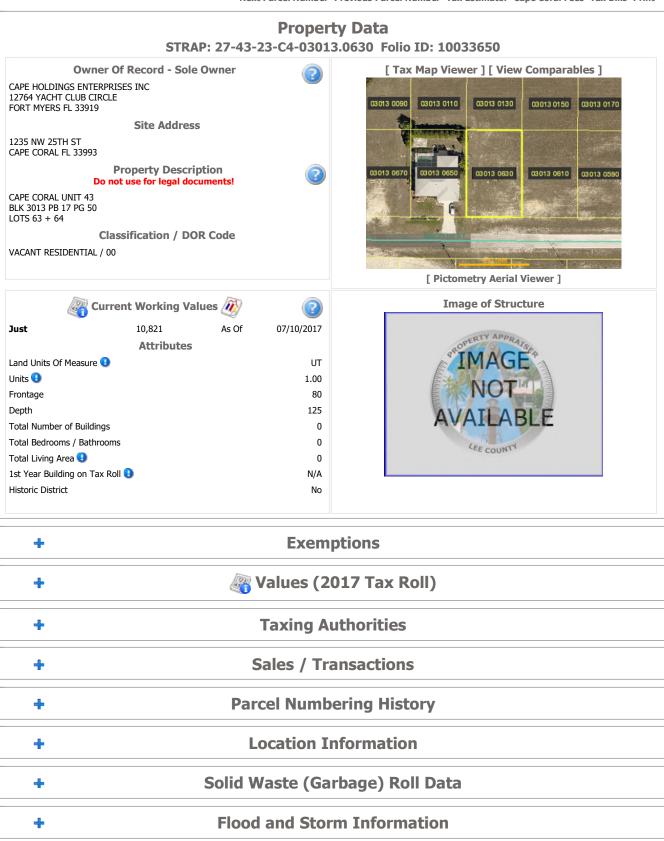
The following is a list of every person with a beneficial interest in the real property described as <u>Lots</u> 63 and 64, <u>Block 3013</u>, <u>Unit 43</u>, <u>Cape Coral Subdivision</u>:

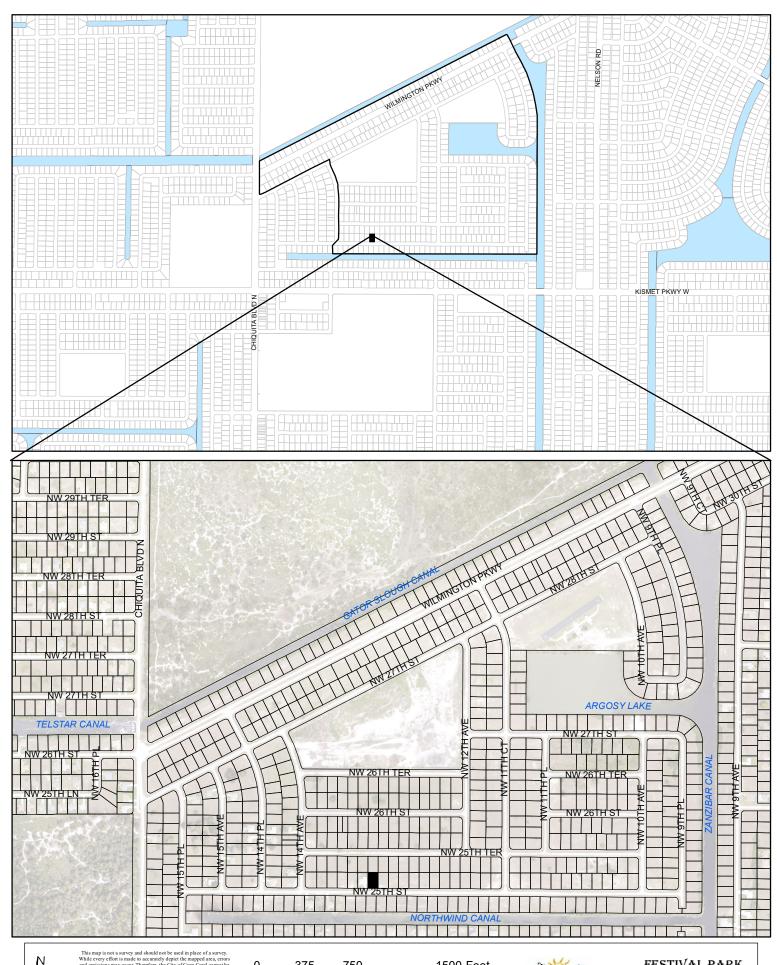
0 1	
NAME J. Craig Restan	NAME —
ADDRESS 12764 Yacht Gub Circle	ADDRESS
ADDRESS Fort Mgers, FL 33919	ADDRESS
NAME Karan M. Retar	NAME
ADDRESS 12764 Yash + Olas Circle	ADDRESS
ADDRESS FOR MIDS FL 33919	ADDRESS
NAME	NAME
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Tax Year 🗸

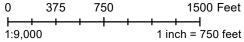
Next Parcel Number Previous Parcel Number Tax Estimator Cape Coral Fees Tax Bills Print







This map is not a survey and should not be used in place of a survey. While every effort is made to accurately depict the mapped area, errors and omissions may occur. Therefore, the City of Cape Coral cannot be held liable for incidents that may result due to the improper use of the information presented on this map. This map is not inneed for construction, navigation or engineering calculations. Please contact the Department of Community Development with any questions regarding this map product. Prepared by: The City of CAPE CORAL Real Estate Division-Gregory L. Spivey





FESTIVAL PARK
Parcel 147
Block 3013 Lots 63 - 64

PRIVACY NOTICE

Pursuant to the Gramm-Leach-Bliley Act of 1999, effective July 1, 2001, Appraisers, along with all providers of personal financial services are now required by federal law to inform their clients of the policies of the firm with regard to the privacy of client nonpublic personal information. As professionals, we understand that your privacy is very important to you and are pleased to provide you with this information.

Types of Nonpublic Personal Information We Collect

In the course of performing appraisals, we may collect what is known as "nonpublic personal information" about you. This information is used to facilitate the services that we provide to you and may include the information provided to us by you directly or received by us from others with your authorization.

Parties to Whom We Disclose Information

We do not disclose any nonpublic personal information obtained in the course of our engagement with our clients to nonaffiliated third parties, except as necessary or as required by law. By way of example, a necessary disclosure would be to our employees, and in certain situations, to unrelated third party consultants who need to know that information to assist us in providing appraisal services to you. All of our employees and any third party consultants we employ are informed that any information they see as part of an appraisal assignment is to be maintained in strict confidence within the firm.

A disclosure required by law would be a disclosure by us that is ordered by a court of competent jurisdiction with regard to a legal action to which you are a party.

Confidentiality and Security

We will retain records relating to professional services that we have provided to you for a reasonable time so that we are better able to assist you with your needs. In order to protect your nonpublic personal information from unauthorized access by third parties, we maintain physical, electronic and procedural safeguards that comply with our professional standards to insure the security and integrity of your information.

Please feel free to call us any time if you have any questions about the confidentiality of the information that you provide to us.

LAND APPRAISAL REPORT

L	AND APPRAISAL REPORT	
	Property Address: 1308 NW 25th Ter	City: Cape Coral State: FL Zip Code: 33993
	County: Lee Legal Descri	otion: Lots 1+2, Blk. 3013, Cape Coral Unit 43, PB 17 PG 49
ï	Assessor's Parcel #: 27-43-23-C4-03013.0010	Tax Year: 2017 R.E. Taxes: \$ 396.36 Special Assessments: \$ 0
SUBJECT	Market Area Name: Cape Coral Unit 43	Map Reference: 15980 Census Tract: 0101.02
В	Current Owner of Record: Gonzalez, Alina J.	Borrower (if applicable): N/A
ns		ther (describe) HOA: \$ 0 per year per month
		es If Yes, indicate current occupancy: Owner Tenant Vacant Not habitable
	If Yes, give a brief description: The subject is a vacant site w	un no improvements.
		/alue (as defined), or other type of value (describe)
	This report reflects the following value (if not Current, see comments):	☐ Current (the Inspection Date is the Effective Date) ☐ Retrospective ☐ Prospective
Z	Property Rights Appraised: 🔀 Fee Simple 🔲 Leasehold	_eased Fee Other (describe)
JE N	Intended Use: The Intended Use is to evaluate the property t	hat is the subject of this appraisal for land acquisition.
Ž		, , , , , , , , , , , , , , , , , , , ,
ASSIGNMENT	Intended User(s) (by name or type): City of Cape Coral	
SS	This indicate control (by humo or typo).	
∢.	Olimba Oil CO O I	Address DO D 450007 O O 151 00045 0007
	Client: City of Cape Coral	Address: PO Box 150027, Cape Coral, FL 33915-0027
	Appraiser: Rhonda Elaine Rechkemmer	Address: 1913 SW 54th Street, Cape Coral, FL 33914-6888
	Characteristics	Predominant One-Unit Housing Present Land Use Change in Land Use
	Location: 🗌 Urban 🔀 Suburban 🗌 Rural	Occupancy PRICE AGE One-Unit 45 % Not Likely
	Built up:	
	Growth rate: Rapid Stable Slow	Tenant 130 Low 0 Multi-Unit 0 % * To:
	Property values: Increasing Stable Declining	∀ Vacant (0-5%) 360 High 34 Comm'l 3 %
	Demand/supply: Shortage In Balance Over Supply	
	Marketing time: Under 3 Mos. 3-6 Mos. Over 6 Mos.	%
Z		Factors Affecting Marketability
\succeq	<u>Item</u> Good Average Fair	Poor N/A <u>Item</u> Good Average Fair Poor N/A
<u>-</u>	Employment Stability \square	Adequacy of Utilities \qquad \qqqqqqqqqqqqqqqqqqqqqqqqqqqqqqqqqqqq
28	Convenience to Employment	☐ Property Compatibility ☐ ☐ ☐ ☐
ပ္ပ	Convenience to Shopping	☐ Protection from Detrimental Conditions ☐ ☐ ☐ ☐
5	Convenience to Schools	Police and Fire Protection
٧	Adequacy of Public Transportation	General Appearance of Properties
2	Recreational Facilities	Appeal to Market
۷		
RKET AREA DESCRIPTION		by Jacaranda Pkwy/Wilmington Parkway to the north, Diplomat Parkway to the
조		re Road to the west. All supporting services are located within five miles including
٩		amp and other essential services. The subject is a typical vacant residential.
_	Financing includes conventional, private mortgages, FHA/	VA and cash transactions. The median sales price has fluctuated, but is considered
	mostly stable for the past 12 months. The housing supply	in this market is currently in balance with adequately priced properties selling within 3
	months. New construction starts were noted throughout th	is market. See Addendum for additional comments.
	Dimensions: 88.78' x 125' x 89.28' x 125'	Site Area: 11,129 Sq.Ft.
	Zoning Classification: R-1B	Description: Single Family Residential
		<u> </u>
		t improvements comply with existing zoning requirements?
		\cdot
	Uses allowed under current zoning: Allows a single family home.	lG.
	Are COODs and tackless TV TV TV TV	decomposite bear antiqued 0
		documents been reviewed?
	Comments:	
	Highest & Best Use as improved: Present use, or Other use	(explain) To improve with a single family home.
	Actual Use as of Effective Date: Vacant Site	Use as appraised in this report: Vacant Site
	Summary of Highest & Best Use: Considering the physically a	nd legally possible as well as the financially feasible tests of highest and best use, it is
N	the appraiser's opinion that the highest and best use of the	e subject's site is a single family residence.
ĭ		
E P		
S	Utilities Public Other Provider/Description Off-site Impr	overments Type Public Private Frontage 214' street frontage/corner site
ဒ္ဓ	•	"
		Asphalt paved Topography Mostly level to street
SITE DESCRIPTION	Gas None Width	60' Per Plat Size Typical for the market
တ	Water Well required Surface	Asphalt paved Shape Irregular corner site
		None Drainage Appears to be adequate
		None
	Telephone	Pole 🛮 🔻 🗀
		None
	Other site elements: Inside Lot Corner Lot Cul de Sac	Underground Utilities Other (describe)
	FEMA Spec'l Flood Hazard Area Yes No FEMA Flood Zone X	
		were noted. A survey was not provided for review. Site dimensions taken from the
		e data taken from InterFlood and is assumed to be accurate. The subject's future
		e common for this market as public utilities are not currently available. No external
	obsolescence indicated. See Addendum for additional cor	nments regarding future utilities.



LAND APPRAISAL REPORT

<u>L</u>	<u>AND APP</u>	<u>'RAISAL I</u>	REPORT			F	ile No.: 20100128	
		imes did not reveal any prior		subject property for	the three years prior to			
RY		County Property Appr						
TRANSFER HISTORY	1st Prior Subject Sale/Transfer Analysis of sale/transfer history and/or any current agreement of sale/listing: The subject has no listings found in the							
<u>.s</u>	Date: 12/04/2012		SWFL MLS within the past 12 months. The subject had no transactions in the previous 36 month from					
ᇎ	Price: \$0		ffective date of this appraisal. Sales #1 and #2 had no prior transactions in the previous 12 months. Sale					
ᆵ	Source(s): LeePA		had a prior sale with	nin the previous	s 12 months as ind	icated below.		
SN	2nd Prior Subject							
RA	Date: 01/16/2012	<u>So</u>	urces: Lee County F	roperty Appra	iser's web site; Lee	e County Clerk o	f Courts; Realist; SW	VFL MLS
Ε.	Price: \$100							
	Source(s): LeePA	CUD ICCT DDODCDTV	COMPADADI	FNO 1	COMPADA	DI E NO. 0	COMPARABLE	T NO 2
	FEATURE Address 1308 NW 25	SUBJECT PROPERTY	COMPARABL 1909 NW 17th Ter	E NU. I	COMPARA 2913 NW 22nd A		1708 NW 9th PI	E NU. 3
	Cape Coral,		Cape Coral, FL 339	003		-	Cape Coral, FL 339	003
	Proximity to Subject	FL 33993	1.19 miles SW	993	Cape Coral, FL 3	3993	1.17 miles SE	193
	Sale Price	\$ N/A		11,500		\$ 9,500		9,900
	Price/ Sq.Ft.	\$	\$ 1.15	11,500	\$ 0.89	9,500	\$ 0.93	9,900
	Data Source(s)	Inspection	7	5752/177DOM		77660/296DOM	SWFLMLS#217027	7858/195DOM
	Verification Source(s)	LeePA/Public Rec.	LeePA/Inst#201700		LeePA/Inst#2017		LeePA/Inst#201700	
	VALUE ADJUSTMENT	DESCRIPTION	DESCRIPTION	+(-) \$ Adjust	DESCRIPTION	+ (-) \$ Adjust	DESCRIPTION	+(-) \$ Adjust
	Sales or Financing	N/A	Cash	. () + 1.0,000	Cash	. () + 1 ()	Cash	. () + 1.0,000
Ξ	Concessions	N/A	0		0		0	
APPROACH	Date of Sale/Time	N/A	s09/17;c08/17	C	s10/17;c10/17	0	s11/17;c10/17	0
8	Rights Appraised	Fee Simple	Fee Simple		Fee Simple		Fee Simple	
PP	Location	U43/Residential	U53/Residential	(U80/Residential	0	U42/Residential	0
	Site Area (in Sq.Ft.)	11,129	10,000		10,625	0	10,626	0
<u>ŏ</u>	View	Residential	Residential		Residential		Residential	
8	Utilities	Well/Septic area	Well/Septic area		Well/Septic area		Well/Septic area	
PA	Prior Sale Date	12/04/2012	07/01/1974		04/13/2000		04/06/2017	
MC.	Prior Sale Price	\$0	\$2,500		\$5,500		\$6,000	
SALES COMPARISON	AL . A	^						
<u>岡</u>	Net Adjustment (Total, in	\$)			+ -	>		
3AL	Adjusted Cale Dries (in (t)		Net % Gross % \$	44 500	Net % Gross %	1 0.500	Net % Gross % \$	0.000
0,	Adjusted Sale Price (in \$) Summary of Sales Comp							9,900
		ales that closed withir					ne subject's defined	
	emphasis is given to		runee monuis prior	to the ellective	e date of this appro	iisai. No aujustiii	ents are required. S	IIIIIai
	emphasis is given to	o all trice sales.						
	s=settlement/closed	d date; c=contract/pe	nding date: DOM=d	avs on the ma	rket			
		<u> </u>		<u></u>				
		N FOR PUDs (if applicab	ole) The Subject	ct is part of a Plani	ned Unit Development.			
۵	Legal Name of Project:							
PUD	Describe common eleme	nts and recreational facilities	es:					
		les Comparison Approac	,					
7		e Sales Comparison					the market and is re	lied on
<u>ō</u>		e estimate. The Cost						
IAT	i nis appraisai is made į	\boxtimes "as is", or $\ \square$ subj	ect to the following condi	Tions: <u>See a</u>	attached Assumption	ons and Limiting	Conditions.	
닖								
RECONCILIATION	This report is also	subject to other Hypotheti	ical Conditions and/or E	vtraordinany Accus	motions as enacified in	the attached adde	nda	
ပ္က		ction of the subject pro						e Cartifications
RE	my (our) Opinion of	the Market Value (or	other specified value	tvpe), as defi	ned herein, of the	real property that	is the subject of th	is report is:
	 \$	000	as of:	12/20/2	2017	, which i	s the effective date of	this appraisal.
		s Opinion of Value is su						
Ĭ.		opy of this report contai						
ATTACH.		nout reference to the info						
٦	_	tifications Narrative		Location Map(ood Addendum	Additional S	ales
_	Photo Addenda	Parcel M	lap	Hypothetical C		xtraordinary Assumpt	ions	
	Client Contact: Doug			Client N Address: PC			15.0027	
	E-Mail: dsayers@ca	pecorai.net) Box 150027, Cap			
	APPRAISER				UPERVISORY AP		luirea)	
				O	CO-APPRAISER	(ii applicable)		
	O_{1}	EN DI						
S	Laborda (Elaine Rechh	emmer	Su	pervisory or			
RE		onda Elaine Rechkem			-Appraiser Name:			
T		mer Appraisal Servic		Co	mpany:		-	
SIGNATURES	Phone: (239) 542-41		(239) 542-2591	PN	one:		Fax:	
SIG	E-Mail: R.Rechkemn				Mail:			
	Date of Report (Signature		<u> </u>	Da	te of Report (Signature)			Chahai
		Cert.Res.RD286		te: <u>FL</u> Lic	ense or Certification #:			State:
	Designation: Rechk Expiration Date of License	emmer Appraisal Se			signation:	or Cortification:		
	'		30/2018 ☐ Did Not Inchest (Deckt		piration Date of License spection of Subject:		Did Not Inspect	
	Date of Inspection: 1		Did Not Inspect (Deskt		spection of Subject: te of Inspection:	Did Inspect	□ Dia Mor iuzbect	



Supplemental Addendum

		ouppionionital madellaum	1 110	110. 20 100 120	
Client	City of Cape Coral				
Property Address	1308 NW 25th Ter				
City	Cape Coral	County Lee	State FL	Zip Code 33993	
Borrower	N/A				

File No. 20100120

Intended User and Use Clarification

The Intended User of this appraisal report is the Client, the City of Cape Coral. The Intended Use is to evaluate the property that is the subject of this appraisal for land acquisition. No additional Intended Users are identified by the appraiser. This report is not intended for lending nor insurance purposes.

Scope of the Work

The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report including the attached definition of market value, statement of assumptions and limiting conditions and certifications. The appraiser has performed a visual inspection of the subject site, inspected and analyzed the neighborhood, inspected the comparable sales from the street, researched, verified and analyzed data from reliable public and/or private sources and reported my analysis, opinions and conclusions in this appraisal report.

Highest and Best Use as Vacant

Considering the physically and legally possible as well as the financially feasible tests of highest and best use, it is the appraiser's opinion that the highest and best use of the subject site is for development of a single family residence.

Additional Comments

I have no current or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.

I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

The opinion of market value as defined in this report is in terms of cash or of financing terms equivalent to cash.

Exposure time as defined in USPAP is the estimated length of time that a property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal. Exposure time is a retrospective opinion based on an analysis of past events assuming a competitive and open market.

Comments on Future Assessments

It should be noted that the City of Cape Coral intends to expand utilities (water, sewer and irrigation water) to the subject's market in the future at which time connection will be mandatory and there will be assessments and CIAC fees which will be determined based on the cost of the project. Owners have the option of paying all of the assessments/fees up front or financing over 20 years and are then included on the owner's annual tax bill until paid in full.

Comments on the City of Cape Coral

The subject is located in Cape Coral, an incorporated city on the southwest portion of Florida in Lee County. The city of Cape Coral has an indicated land area of 120 square miles and is known for its extensive fresh water and Gulf access canals and lakes. The estimated population of Cape Coral in 2013 was 165,831 persons, per the US Census Bureau. The Cape Coral market had substantial growth with extensive new construction during 2000-2006. This market was affected by the recession starting in 2006-2007 with new construction ending and extensive foreclosures throughout the area for several years. For the past five years, this market has been in the recovery process with housing inventory decreasing and new construction starts noted.

Comments on the Proposed Festival Park

The subject site is located in the northwest portion of Cape Coral in an area that will be developed as Festival Park by the City of Cape Coral. Festival Park will consist of approximately 215 acres which currently includes platted lots, existing streets, a fresh water lake and the current Seahawk Park when completed. The platted lots in this area are being acquired by the City of Cape Coral in four phases for this project.

Client	City of Cape Coral		F	ile No. 20100128
Property Address	1308 NW 25th Ter	County Las	Ctata El	7in Codo, 22002
City Borrower		County Lee	State FL	Zip Code 33993
This Report Apprais Restrict Apprais Comment I certify that, to The stateme The reported analyses, opinio I have no pre I have perfor acceptance of ti I have no bia My engager My compens	(A written report prepare restricted to the stated in the best of my knowledge and belief: nts of fact contained in this report are true analyses, opinions, and conclusions are I ns, and conclusions. The property med no services, as an appraiser or in any nis assignment. It is with respect to the property that is the salent in this assignment was not contingen sation for completing this assignment is not appear to the property that is the salent in this assignment was not contingen sation for completing this assignment is not appear to the property that is the salent in this assignment was not contingen sation for completing this assignment is not appear to the property that is the salent in this assignment was not contingen sation for completing this assignment is not appear to the property that is the salent in this assignment is not appear to the property that is the salent in this assignment is not appear to the property that is the salent in this assignment is not appear to the property that is the salent in this assignment is not appear to the property that is the salent in this assignment is not appear to the property that is the salent in this assignment is not appear to the property that is the salent in this assignment.	d under Standards Rule 2-2(and under Standard	ons and limiting conditions and are my personal, no personal interest with respect to the parties i ty that is the subject of this report within the thre	impartial, and unbiased professional nvolved. e-year period immediately preceding
in effect at the t I have made No one provi real property app Reasona appraised wo	ime this report was prepared. a personal inspection of the property that ded significant real property appraisal assistance is stated elsewhere in the able Exposure Time able been offered on the market	s the subject of this report. stance to the person(s) signing this os report). (USPAP defines Exposure Timorior to the hypothetical consum	ertification (if there are exceptions, the name of e	each individual providing significant
market as in	dicated by similar vacant site sale	s. Report Identificati	on tate mandated requirements:	66-126 days on the
APPRAISEF	<u> </u>		SUPERVISORY or CO-APPRAISER	(if applicable):
State Certification	chondo Elaine Rec da Elaine Rechkemmer m #: Cert.Res.RD2869 #: Expiration Date of Certification or License		Signature: Name: State Certification #: or State License #: Expiration Date of Certification or State: Expiration Date of Certification or State State Expiration Date of Certification or State	
Date of Signatur Effective Date of Inspection of Su	re and Report: 12/21/2017 Appraisal: 12/20/2017 Abject: None Interior and Ex		Date of Signature: Inspection of Subject: None Interiorate of Inspection (if applicable):	or and Exterior

Assumptions, Limiting Conditions & Scope of Work

File No.: 20100128 1308 NW 25th Ter Property Address: State: FI Zip Code: 33993 City of Cape Coral Address: PO Box 150027, Cape Coral, FL 33915-0027 Rhonda Elaine Rechkemmer Address: 1913 SW 54th Street, Cape Coral, FL 33914-6888

STATEMENT OF ASSUMPTIONS & LIMITING CONDITIONS

- The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership.
- The appraiser may have provided a plat and/or parcel map in the appraisal report to assist the reader in visualizing the lot size, shape, and/or orientation. The appraiser has not made a survey of the subject property.
- If so indicated, the appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in the appraisal report whether the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
- The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand.
- The appraiser has noted in the appraisal report any adverse conditions (including, but not limited to, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property, or that he or she became aware of during the normal research involved in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unapparent conditions of the property, or adverse environmental conditions (including, but not limited to, the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.
- The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.
- The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice, and any applicable federal, state or local laws.
- An appraiser's client is the party (or parties) who engage an appraiser in a specific assignment. Any other party acquiring this report from the client does not become a party to the appraiser-client relationship. Any persons receiving this appraisal report because of disclosure requirements applicable to the appraiser's client do not become intended users of this report unless specifically identified by the client at the time of the assignment.
- The appraiser's written consent and approval must be obtained before this appraisal report can be conveyed by anyone to the public, through advertising, public relations, news, sales, or by means of any other media, or by its inclusion in a private or public database. Possession of this report or any copy thereof does not carry with it the right of publication.
- Forecasts of effective demand for the highest and best use or the best fitting and most appropriate use were based on the best available data concerning the market and are subject to conditions of economic uncertainty about the future.

The Scope of Work is the type and extent of research and analyses performed in an appraisal assignment that is required to produce credible assignment results, given the nature of the appraisal problem, the specific requirements of the intended user(s) and the intended use of the appraisal report. Reliance upon this report, regardless of how acquired, by any party or for any use, other than those specified in this report by the Appraiser, is prohibited. The Opinion of Value that is the conclusion of this report is credible only within the context of the Scope of Work, Effective Date, the Date of Report, the Intended User(s), the Intended Use, the stated Assumptions and Limiting Conditions, any Hypothetical Conditions and/or Extraordinary Assumptions, and the Type of Value, as defined herein. The appraiser, appraisal firm, and related parties assume no obligation, liability, or accountability, and will not be responsible for any unauthorized use of this report or its conclusions.

Additional Comments (Scope of Work, Extraordinary Assumptions, Hypothetical Conditions, etc.):



rtifications 9 Definitions

refullications & Definitions			File No.: 20	0100128
Property Address: 1308 NW 25th Ter		City: Cape Coral	State: FL	Zip Code: 33993
Client: City of Cape Coral	Address:	PO Box 150027, Cape Coral, FL 3391	5-0027	
Appraiser: Rhonda Elaine Rechkemmer	Address:	1913 SW 54th Street, Cape Coral, FL	33914-6888	
APPRAISER'S CERTIFICATION				
I certify that to the hest of my knowledge and helief:				

- The statements of fact contained in this report are true and correct.
- The credibility of this report, for the stated use by the stated user(s), of the reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- Unless otherwise indicated. I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
- I did not base, either partially or completely, my analysis and/or the opinion of value in the appraisal report on the race, color, religion, sex, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property, or of the present owners or occupants of the properties in the vicinity of the subject property.
- Unless otherwise indicated, I have made a personal inspection of the property that is the subject of this report.
- Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification.

Additional Certifications:

DEFINITION OF MARKET VALUE *:

Market value means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions

- 1. Buyer and seller are typically motivated;
- 2. Both parties are well informed or well advised and acting in what they consider their own best interests;
- 3. A reasonable time is allowed for exposure in the open market;
- 4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- 5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.
- This definition is from regulations published by federal regulatory agencies pursuant to Title XI of the Financial Institutions Reform, Recovery, and Enforcement Act (FIRREA) of 1989 between July 5, 1990, and August 24, 1990, by the Federal Reserve System (FRS), National Credit Union Administration (NCUA), Federal Deposit Insurance Corporation (FDIC), the Office of Thrift Supervision (OTS), and the Office of Comptroller of the Currency (OCC). This definition is also referenced in regulations jointly published by the OCC, OTS, FRS, and FDIC on June 7, 1994, and in the Interagency Appraisal and Evaluation Guidelines, dated October 27, 1994.

	Client Contact: Doug Sayers	Clier	lient Name: City of Cape Coral	
	E-Mail: dsayers@capecoral.net	Address:	PO Box 150027, Cape Coral, FL 33915-0027	
	APPRAISER		SUPERVISORY APPRAISER (if required)	
			or CO-APPRAISER (if applicable)	
			, ,,	
တ	01 1 61 0			
RES	Shonda Elaine Rechkemmer		Supervisory or	
2	Appraiser Name: Rhonda Elaine Rechkemmer		Co-Appraiser Name:	
۲	Company: Rechkemmer Appraisal Services, Inc.		Company:	
<u>5</u>	Phone: (239) 542-4152 Fax: (239) 542-2591		Phone: Fax:	
,	E-Mail: R.Rechkemmer@att.net		_ E-Mail:	
	Date Report Signed: <u>12/21/2017</u>		Date Report Signed:	
	License or Certification #: Cert.Res.RD2869 State:	<u>FL</u>	License or Certification #: State:	
	Designation: Rechkemmer Appraisal Services, Inc.		Designation:	
	Expiration Date of License or Certification: <u>11/30/2018</u>		Expiration Date of License or Certification:	
	Inspection of Subject: 🖂 Did Inspect 🔲 Did Not Inspect (Desktop))	Inspection of Subject: Did Inspect Did Not Inspect	
	Date of Inspection: 12/20/2017		Date of Inspection:	

Subject Photo Page

Client	City of Cape Coral			
Property Address	1308 NW 25th Ter			
City	Cape Coral	County Lee	State FL	Zip Code 33993
Borrower	N/A			



Subject Front

1308 NW 25th Ter Sales Price N/A Gross Living Area Total Rooms Total Bedrooms Total Bathrooms

Location U43/Residential

View

Site 11,129

Quality Age



Subject Street



Subject Street

Comparable Photo Page

Client	City of Cape Coral						
Property Address	1308 NW 25th Ter						
City	Cape Coral	County Lee	State F	EL .	Zip Code	33993	
Borrower	N/A			,			<u> </u>



Comparable 1

1909 NW 17th Ter

Prox. to Subject 1.19 miles SW Sales Price 11,500

Gross Living Area Total Rooms Total Bedrooms Total Bathrooms

Location U53/Residential View 11,250 sf/Resid. Site 10,000

Quality Age



Comparable 2

2913 NW 22nd Ave

Prox. to Subject 1.14 miles NW

Sales Price 9,500

Gross Living Area Total Rooms Total Bedrooms Total Bathrooms

Location U80/Residential View 10,000 sf/Resid. Site 10,625

Quality

Age



Comparable 3

1708 NW 9th PI

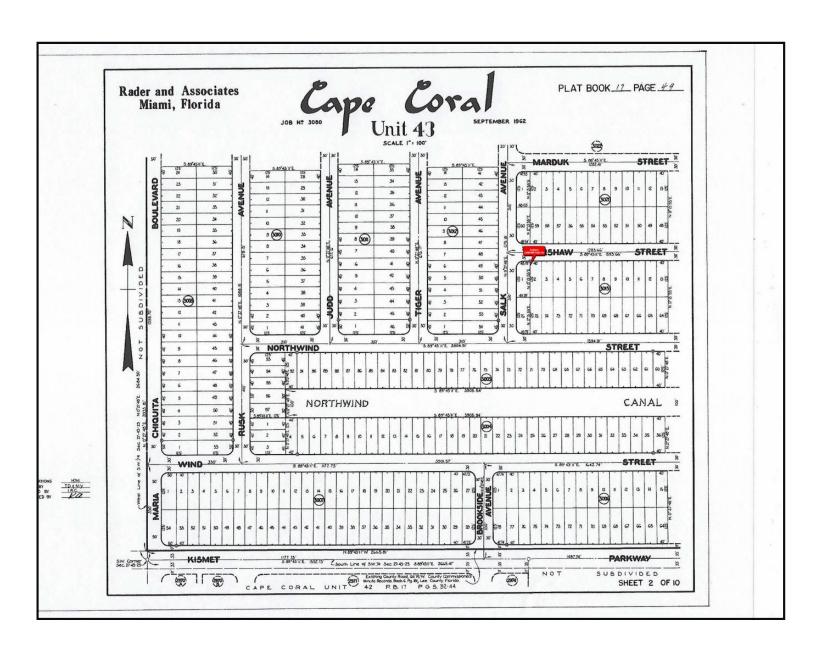
Prox. to Subject 1.17 miles SE Sales Price 9,900

Gross Living Area Total Rooms Total Bedrooms Total Bathrooms

Location U42/Residential View 10,000 sf/Resid.

Site 10,626

Quality Age

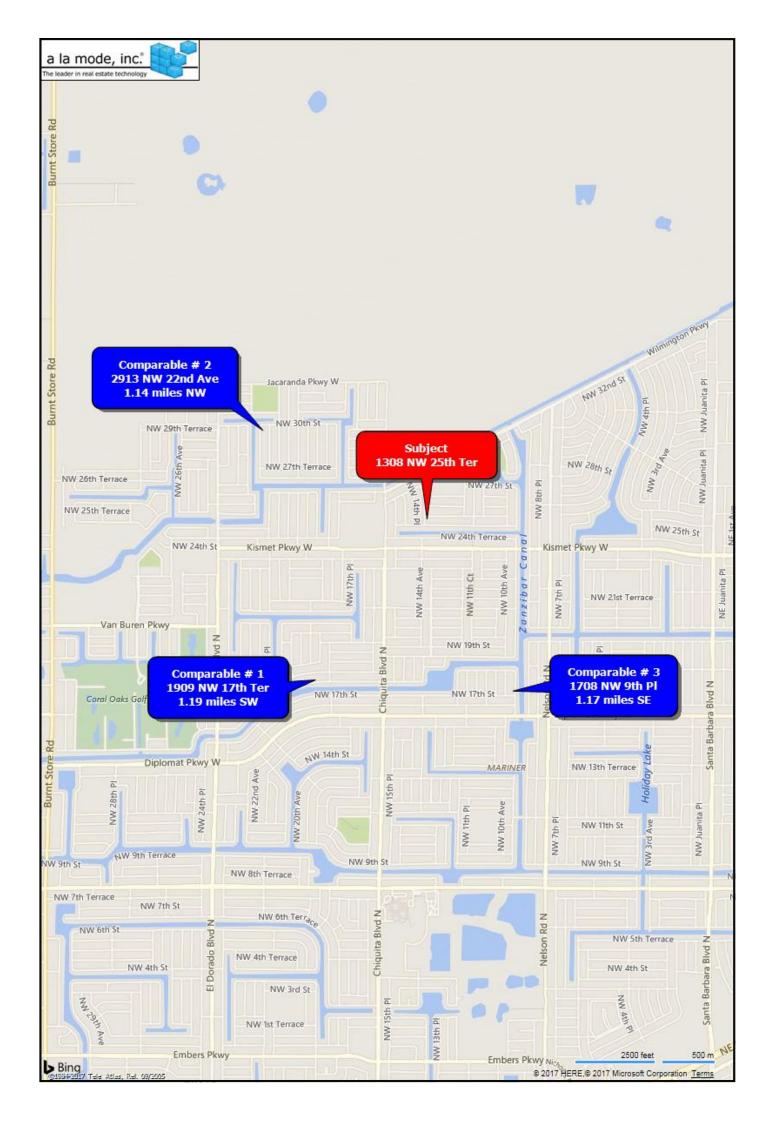


Aerial



Location Map

Client	City of Cape Coral						
Property Address	1308 NW 25th Ter						
City	Cape Coral	County Lee	State	FL	Zip Code	33993	
Borrower	N/A						



Item Number: B.(7)

Meeting Date: 5/14/2018

Item Type: CONSENT AGENDA

AGENDA REQUEST FORM CITY OF CAPE CORAL



TITLE:

Resolution 110-18 Approval of Contract for Purchase of Lots 34 and 35, Block 3028, Unit 43, Cape Coral Subdivision, 1255 Wilmington Parkway, Cape Coral, for the Festival Park project for the purchase price of \$14,000 plus closing costs not to exceed \$1,500; Department: Financial Services / Real Estate Division; Dollar Value: \$15,500; (Parks Capital Project Fund); Note: Trade offer rejected by Seller.

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 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. In 2003 at a Strategic Planning Session City Council directed staff to begin purchasing property in Cape Coral Subdivision Unit 43 for a future park site, now known as Festival Park. Over the years, Staff has been working with various owners in the park area to purchase additional properties on a voluntary basis based on current independent state-certified appraisals.
- 2. The subject contract is for a 2-lot waterfront parcel located within the designated Festival Park area. Currently, the City owns 434 of the 517 parcels required for Festival Park, with three additional property contracts currently pending.
- 3. A representative for the property owner contacted the City to purchase the property. Staff submitted an offer to purchase the site based on an appraisal of a similar waterfront parcel. The property owner accepted the City's offer of \$14,000 for the property. The contract requires the City to pay the closing costs incurred by the title company.
- 4. Staff recommends approval of the purchase contract to purchase Lots 34 and 35, Block 3028 for the purchase price of \$14,000 plus closing costs not to exceed \$1,500.

LEGAL REVIEW:

EXHIBITS:

Resolution 110-18 Property Appraiser Printout Location Map Appraisal

PREPARED BY:

Dawn Y.
Andrews

DivisionReal
Estate

DepartmentFinancial
Services

SOURCE OF ADDITIONAL INFORMATION:

Dawn Y. Andrews, Property Broker 239-574-0735

Doug Sayers, Property Acquisition Agent 239-574-0714

ATTACHMENTS:

	Description	Туре
D	Resolution 110-18	Resolution
D	PA Sheet - Block 3028, Lots 34-35	Backup Material
D	Location Map - Block 3028, Lots 34-35	Backup Material
D	Appraisal - Festival Park - 2 Lot Water	Backup Material

RESOLUTION 110 - 18

A RESOLUTION OF THE CITY OF CAPE CORAL AUTHORIZING THE CITY MANAGER TO ENTER INTO A "CONTRACT FOR SALE AND PURCHASE" BETWEEN CAPE HOLDINGS ENTERPRISES, INC., AND THE CITY OF CAPE CORAL FOR THE PURCHASE OF LOTS 34 AND 35, BLOCK 3028, UNIT 43, CAPE CORAL SUBDIVISION, FOR THE FESTIVAL PARK PROJECT; PROPERTY LOCATED AT 1225 WILMINGTON PARKWAY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, on January 10, 2005, the City Council adopted Resolution 5-05, finding it necessary and in the public interest to acquire property for the purpose of creating and developing Festival Park; and

WHEREAS, the City has obtained a recent appraisal of a similar waterfront property pursuant to Section 2-152 of the City of Cape Coral Code of Ordinances; and

WHEREAS, City staff recommends that the City purchase the subject property pursuant to the terms and price set forth in the contract; and

WHEREAS, the City Manager requests approval to enter into the "Contract for Sale and Purchase."

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

Section 1. The City Council hereby authorizes the City Manager to execute a "Contract for Sale and Purchase" between Cape Holdings Enterprises, Inc., and the City of Cape Coral for the purchase of Lots 34 and 35, Block 3028, Unit 43, Cape Coral Subdivision, as more fully described in the Contract, in the amount of \$14,000, plus closing costs not to exceed \$1,500. The property is located at 1255 Wilmington Parkway. A copy of the "Contract for Sale and Purchase" is attached hereto as Exhibit A.

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

	ON THIS D		CAPE CORAL AT ITS REGULA , 2018.
		JOE CO	VIELLO, MAYOR
VOTE OF MAYO	R AND COUNCILM	IEMBERS:	
COVIELLO GUNTER CARIOSCIA STOUT		NELSON STOKES WILLIAMS COSDEN	
ATTESTED TO 2018.	AND FILED IN MY	OFFICE THIS	DAY OF
		REBECC CITY CL	CA VAN DEUTEKOM ERK

APPROVED AS TO FORM:

DOLORES D. MENENDEZ

CITY ATTORNEY

Res/Purchase Real Property Festival Park L34-35 B3028

CONTRACT FOR SALE AND PURCHASE

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

PARTIES: Cape Holdings Enterprises Inc, 12764 Yacht Club Circle, Fort Myers, FL 33919 as "SELLER", and City of Cape Coral, a Florida Municipal Corporation, P.O. Box 150027, Cape Coral, Florida 33915-0027, successors or assigns, as "BUYER", hereby agree that the SELLER shall sell and BUYER shall buy the following (hereinafter referred to as "PROPERTY") described property upon the following terms and conditions:

1. LEGAL DESCRIPTION of real estate located in Lee County, Florida:

Lots 34 and 35, Block 3028, Unit 43, Cape Coral Subdivision, as recorded in Plat

Book 17, Pages 48-57, inclusive of the Public Records of Lee County, Florida.

2. PURCHASE PRICE

\$14,000.00

3. CONDITIONAL CONTRACT. This contract for sale and purchase is a binding contract once it is executed by the SELLER and by the City Manager on behalf of the BUYER. However, this contract is expressly subject to approval by the Cape Coral City Council. If the Cape Coral City Council fails or refuses to approve the purchase within 45 calendar days of the date when the City Manager has signed this contract, then this contract shall be null and void. This contract is subject to applicable Florida probate proceedings, if required. BUYER and SELLER understand and agree that in the event probate proceedings are necessary, SELLER shall be solely responsible for any and all expenses necessary to complete said probate proceedings.

Page 1 of 6

Exhibit A

- 4. **EFFECTIVE DATE & CLOSING DATE.** The Effective Date of this contract shall be the date of Council authorization. This contract shall be closed and the deed shall be delivered within 30 business days after Council authorization unless extended by other provisions of this contract. Such other provisions shall include, but not be limited to, paragraph 7. Possession shall be granted on the day of closing unless otherwise agreed in writing.
- 5. CONVEYANCE. SELLER shall convey title to the property to BUYER by Warranty Deed subject only to matters contained in this contract and taxes for the year of closing.
- 6. RESTRICTIONS AND EASEMENTS. BUYER shall take title subject to:
 - (a) Zoning and restrictions and prohibitions imposed by governmental authority;
 - (b) Restrictive covenants of record:
 - 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;
 - (d) Taxes for the year of closing and subsequent years;

Provided, however, that none of the foregoing shall prevent use of the entire property for the purpose of right-of-way or any other governmental purpose.

shall at BUYER'S expense, obtain a title insurance binder issued by a qualified title insurer of its choice, agreeing to issue to BUYER, upon the recording of the deed hereafter mentioned, a title insurance policy in the amount of the purchase price insuring the title to that real property.

BUYER shall have fifteen (15) days from the date of receiving the evidence of title to examine same. If title is found to be defective, BUYER or closing agent shall, within said period of time, notify SELLER in writing specifying defects that need to be cured. For purposes of this contract, a requirement by the title insurer that the SELLER institute and complete a quiet title action shall be deemed to be a title defect that shall be cured by SELLER. If said defects render the title unmarketable or uninsurable SELLER shall have ninety (90) days from the receipt of

such notice to cure the defects, and if after said period SELLER shall not have cured the defects, then BUYER shall have the option of (1) accepting the title as it then is; (2) affording SELLER additional time to cure the defect(s); or (3) terminate the contract by providing written notice to the SELLER.

- 8. EXISTING MORTGAGES. SELLER shall furnish estoppel letters from mortgagee(s) setting forth the principal balance, escrow balance, method of payment, and whether the mortgage is in good standing. It shall be SELLER'S obligation to obtain any satisfactions of mortgage required for closing.
- 9. SURVEY. If BUYER desires a survey, BUYER shall have the property surveyed at its expense prior to closing date. If the survey shows an encroachment, the same shall be treated as a title defect.
- 10. **OTHER AGREEMENTS.** No agreements or representations, unless incorporated in this contract, shall be binding upon any of the parties, unless they be in writing and agreed to by all parties.
- 11. **MECHANIC'S LIENS. SELLER** shall execute an affidavit that there have been no improvements to the subject property and that **SELLER** has not entered any contracts for the provision of goods or services that could give rise to a mechanic's lien for the ninety (90) days immediately preceding the date of closing.
- 12. TIME IS OF THE ESSENCE in the performance of this contract.
- 13. **DOCUMENTS FOR CLOSING. SELLER** shall execute a Warranty Deed, Seller's Affidavit and other necessary closing documents provided by closing agent.
- 14. **EXPENSES.** Documentary stamps, title insurance, title search, title exam, documentary stamps and settlement fees shall be paid by **BUYER**.

- 15. **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. It is further agreed that should, upon receipt of current tax statement, the taxes be different by more than Ten Dollars (\$10.00) than those estimated, the proration shall be adjusted.
- 16. 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.
- 17. **DEFAULT BY SELLER.** If **SELLER** fails to perform any of the covenants of this contract other than the failure of **SELLER** to render his title marketable after diligent effort **BUYER** may proceed at law or in equity to enforce its legal rights under this contract, including, but not limited to, the right to bring suit for specific performance.
- 18. All covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators, successors and assigns of the respective parties.
- 19. This agreement shall be interpreted, construed, and governed according to the Laws of the State of Florida.
- 20. 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.

- 21. SELLER and BUYER hereby agree that this contract to purchase the real property described above is for a proper municipal purpose and grants the BUYER the right to enter the real property described above for the purpose of surveying, soil borings, or any other work as deemed necessary by the BUYER. The parties herein further agree that the purchase of this property does not destroy or cause any damage whatsoever to SELLER or his successor or assigns with respect to any commercial or residential property owned by them whose lands are being so purchased or located upon adjoining lands.
- The place of closing and delivery of the deed to BUYER shall be at any office designated by BUYER.
- 23. ENVIRONMENTAL AUDIT. BUYER may perform or have performed, at BUYER'S expense, an environmental audit of the property. If such an audit identifies environmental problems unacceptable to the BUYER then BUYER may elect to accept the property in its existing condition or BUYER may terminate this Contract without obligation.
- 24. REAL ESTATE COMMISSIONS. BUYER and SELLER understand and agree that in the event BUYER has knowledge of any listing agreement for the subject property, then BUYER, at its option, may elect to notify and provide a copy of this contract to the Listing Broker. SELLER shall be solely responsible for any Broker compensation, Realtor notification or any other terms and conditions of any listing agreement. SELLER shall also be responsible for any Realtor transaction fee or administration fee.
- 25. DISCLOSURE OF BENEFICIAL INTERESTS. SELLER agrees to comply with the provisions of Section 286.23(1), Florida Statutes. Said section requires that, before property that is owned by a partnership, limited partnership, corporation, trust or any other form of representative capacity whatsoever for others, is conveyed to a governmental unit, the representative of the owner/entity shall make a 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.

26. It is understood by the parties that this contract is entered by SELLER under the threat and in lieu of condemnation and is inclusive of all compensation for all attorney fees and costs incurred by SELLER.

IN WITNE\$S THEREOF, BUYER and SELLER have signed this contract on the date set

forth below.	CITY OF CAPE CORAL, FLORII)A
Witness to A. John Szerlag	BY: A. John Szerlag City Manager	Date
Witness to Rebecca van Deutekom	BY:	Date
Microelose	Cape Holdings Enterprises Inc	
Witness Print Name: Nicole 205e	(Signature) Print Name: J. Craig Reitan	Date
Lous Putoracci	Title: President	
Print Name (ANTONACC)		
APPROVED AS TO FORM:		
Dolores D. Menendez, City Attorney		

DISCLOSURE AFFIDAVIT

Project Nam	e: Festival Park	Parcel ID #: 274323C4030280340	Project Parcel ID: FP 485
STATE OF _	Florida	COUNTY O	F
BEFORE M	F, the understaned a	uthority in said County and State, personal who being first duly swor	onally appeared n, deposes and says:
1. THAT he/	she is:		
(X) a. Corporation of	President (or Vice or LLC, incorporated	President) of <u>Cape Holdings Ente</u> or organized under the laws of the Sta	rprises, Inc. te of Florida;
or () b.	A Partner (or limit	ed Partner) of the firm of	
composed of		and	
doing busines	s under the name of		
or () c.	Managing Member	of a limited liability company organiz	ed under the laws of
(state)		(Company Name	(3)
hereof are the	name and address of	es listed on Exhibit "A" attached here of every person having a beneficial inte 43, Cape Coral Subdivision, however s	rest in the real property described as
3. THIS Affic	davit is provided to d	comply with the provisions of Section 2	286.23, Florida Statutes.
Under penalti correct.	es of perjury, I do	hereby declare that the information co	ontained in this Affidavit is true and
		(Sign	nature)
	d d v	Print Name: <u>Ĵ. Čra</u>	aig Reitan
	0 3 5	Title: Presi	dent
	:	Address: 1276	4 Yacht Club Circle
	i i	** ** ** ** ** ** ** ** ** ** ** ** **	Myers Florida 33919
Sworn to and	subscribed before m	ne this 18 day of April	2018, by I Craig Rate
	as (title and name	of corporation or company)	who is personally known by me or
has produced	(describe identi	ification)	as identification.
My Commiss	ion Expires:	14, 2021 Stant	- Uswelf c (Signature)
(seal)		lo ala	A-Caswell
	Notary Public – Commission My Comm. Expir	E CASWELL	ic (Print Name)

EXHIBIT "A"

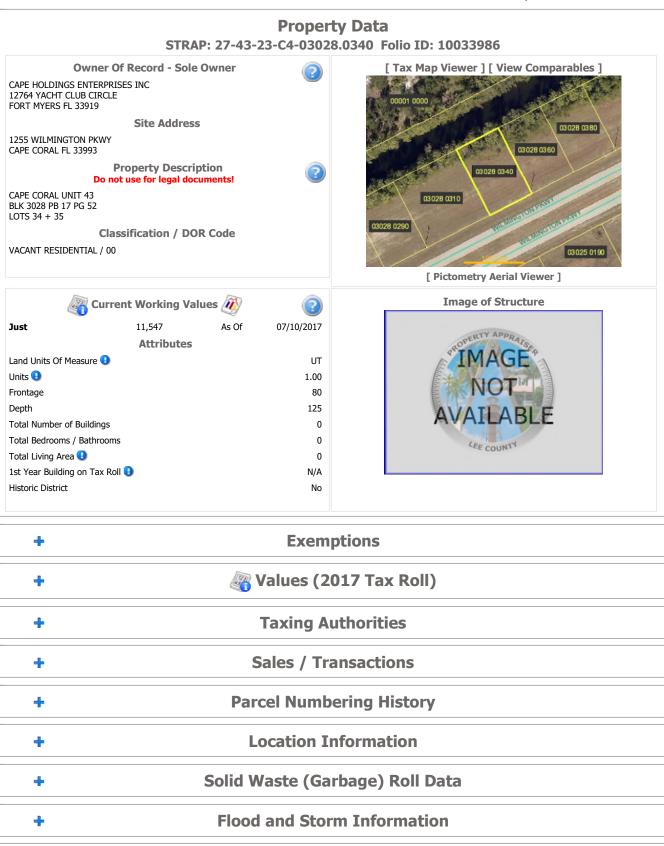
The following is a list of every person with a beneficial interest in the real property described as <u>Lots 34 and 35, Block 3028, Unit 43, Cape Coral Subdivision</u>:

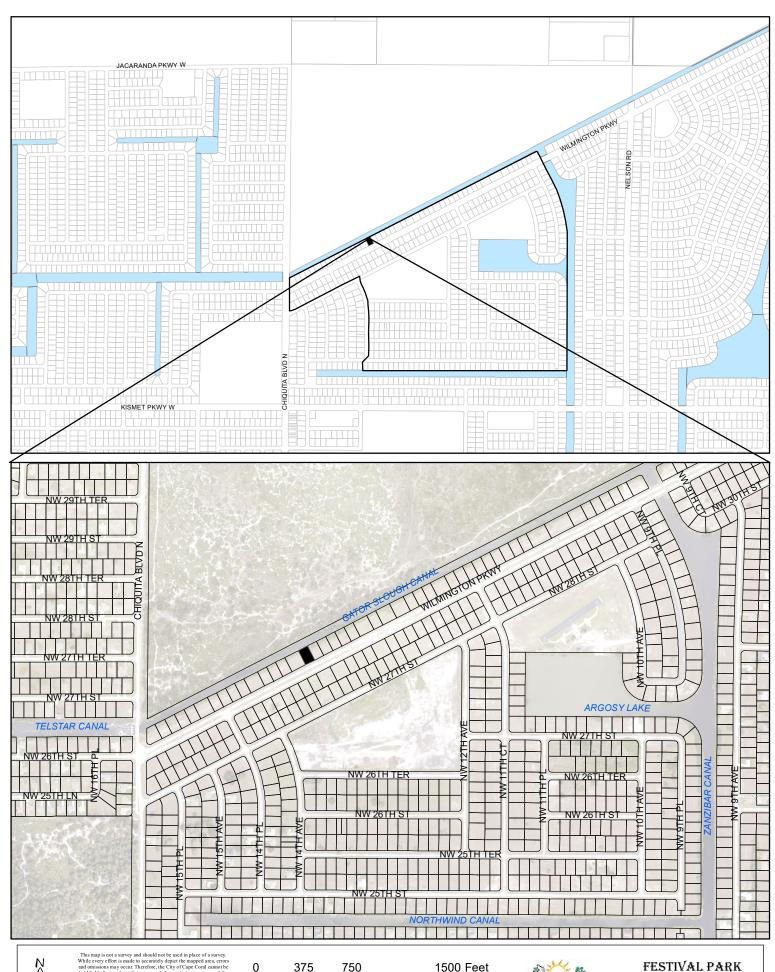
\sim \sim \sim \sim \sim \sim \sim	
	NAME —
ADDRESS 12764 Yach & Club Cink	ADDRESS
ADDRESS For Myers, FL 3399	
NAME Karen M. Re. ton	NAME
ADDRESS Same	ADDRESS
ADDRESS Same	ADDRESS
NAME	NAME
ADDRESS	ADDRESS
ADDRESS	ADDRESS
NAME	NAME
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Tax Year 🗸

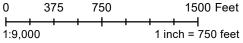
Next Parcel Number Previous Parcel Number Tax Estimator Cape Coral Fees Tax Bills Print







This map is not a survey and should not be used in place of a survey. While every effort is made to accurately depict the mapped area, errors and omissions may occur. Therefore, the City of Cape Coral cannot be held liable for incidents that may result due to the improper use of the information presented on this map. This map is not inneed for construction, navigation or engineering calculations. Please contact the Department of Community Development with any questions regarding this map product. Prepared by: The City of CAPE CORAL Real Estate Division-Gregory L. Spivey





Parcel 485 Block 3028 Lots 34 - 35

PRIVACY NOTICE

Pursuant to the Gramm-Leach-Bliley Act of 1999, effective July 1, 2001, Appraisers, along with all providers of personal financial services are now required by federal law to inform their clients of the policies of the firm with regard to the privacy of client nonpublic personal information. As professionals, we understand that your privacy is very important to you and are pleased to provide you with this information.

Types of Nonpublic Personal Information We Collect

In the course of performing appraisals, we may collect what is known as "nonpublic personal information" about you. This information is used to facilitate the services that we provide to you and may include the information provided to us by you directly or received by us from others with your authorization.

Parties to Whom We Disclose Information

We do not disclose any nonpublic personal information obtained in the course of our engagement with our clients to nonaffiliated third parties, except as necessary or as required by law. By way of example, a necessary disclosure would be to our employees, and in certain situations, to unrelated third party consultants who need to know that information to assist us in providing appraisal services to you. All of our employees and any third party consultants we employ are informed that any information they see as part of an appraisal assignment is to be maintained in strict confidence within the firm.

A disclosure required by law would be a disclosure by us that is ordered by a court of competent jurisdiction with regard to a legal action to which you are a party.

Confidentiality and Security

We will retain records relating to professional services that we have provided to you for a reasonable time so that we are better able to assist you with your needs. In order to protect your nonpublic personal information from unauthorized access by third parties, we maintain physical, electronic and procedural safeguards that comply with our professional standards to insure the security and integrity of your information.

Please feel free to call us any time if you have any questions about the confidentiality of the information that you provide to us.

LAND APPRAISAL REPORT

L	AND APPRAISAL		File No.: 20100209
	Property Address: 1102 NW 25th St	City: Cape Coral Sta	te: FL Zip Code: 33993
1 +	County: Lee	Legal Description: Lots 27+28, Blk. 3003, Cape Coral Unit 43, F	
	ounity. Lee	Logai Doscription. Lots 21+26, Blk. 5003, Cape Coral Unit 43, F	-D 1/ FU 00
l. -	Assessed Devel "	T W PFT A	On well Assessed to A
	Assessor's Parcel #: 27-43-23-C3-03003.		Special Assessments: \$ 76.01
Ψ	Market Area Name: Cape Coral Unit 43	Map Reference: 15980	Census Tract: 0101.02
집		ert Guidner +Dennis, Thomas Borrower (if applicable): N/A	- 2
5	, , , , , , , , , , , , , , , , , , , ,	, , , ,	
တ	Project Type (if applicable): PUD D	e Minimis PUD Uther (describe) HOA: \$ 0	per year per month
	Are there any existing improvements to the proper	y? 🔀 No 🗌 Yes 🛮 If Yes, indicate current occupancy: 🔲 Owner 🗌	Tenant
	If Yes, give a brief description: The subject	t is a vacant site with no improvements.	
	The assumption of their constraint is to describe an arrival	to at Mandathleha (and athend) and Dathanton at a har (danadha)	
	The purpose of this appraisal is to develop an opin		
	This report reflects the following value (if not Curre	ent, see comments):	Retrospective Prospective
l⊨ĭ	Property Rights Appraised:	Leasehold Leased Fee Other (describe)	
	· · · · · — ·		
ਂ	Intended Use: The Intended Use is to eval	uate the property that is the subject of this appraisal for land acquisition	on.
Z			
9	Intended Hear(a) (by name or time): City of C	lana Caral	
လွှ	Intended User(s) (by name or type): <u>City of C</u>	ape Corai	
ASSIGNMENT			
	Client: City of Cape Coral	Address: P.O. Box 150027, Cape Coral, FL 33915	
1	,	· •	
	Appraiser: Rhonda Elaine Rechkemme	Address: 1913 SW 54th Street, Cape Coral, FL 33	914-6888
	Characteristics	Predominant One-Unit Housing Present La	nd Use Change in Land Use
	Location: Urban Suburba		45 % Not Likely
	-	THISE THE CHO CHILL	-
	Built up: ☐ Over 75% ☐ 25-75%	☐ Under 25%	2 % Likely * In Process *
	Growth rate: ☐ Rapid ☐ Stable	☐ Slow ☐ Tenant 130 Low 0 Multi-Unit	0 % * To:
	Property values: Increasing Stable	Declining Vacant (0-5%) 360 High 34 Comm'l	3 %
	Demand/supply: Shortage In Balance	ce 🗌 Over Supply 📗 Vacant (>5%) <u>195 Pred 11 Vacant Land</u>	50 %
	Marketing time:	. Over 6 Mos.	%
		Factors Affecting Marketability	·-1
Z		The state of the s	
≌	<u>Item</u> Good	Average Fair Poor N/A <u>Item</u> G	Good Average Fair Poor N/A
	Employment Stability	Adequacy of Utilities	
\mathbf{Z}	· · · · · · · · · · · · · · · · · · ·		
ပ္ပ	Convenience to Employment	Property Compatibility	
ပ္သ	Convenience to Shopping	Protection from Detrimental Conditions	
	Convenience to Schools		
⋖			
Щ	Adequacy of Public Transportation	General Appearance of Properties	
4	Recreational Facilities	Appeal to Market	
_			
ш		market is bordered by Jacaranda Pkwy/Wilmington Parkway to the no	
꽃	south, Santa Barbara Boulevard to the	east and Burnt Store Road to the west. All supporting services are loc	cated within five miles including
A	shopping restaurants schools a golf of	ourse, park, boat ramp and other essential services. The subject site	backs a 100' wide fresh water
ΣÌ			
		lake. Financing includes conventional, private mortgages, FHA/VA an	
	sales price has fluctuated, but is consid	ered mostly stable for the past 12 months. The housing supply in this	market is currently in balance with
	adequately priced homes selling within	3 months. New construction starts were noted throughout this market	. See Addendum for additional
	comments.	<u> </u>	
	comments.		
	Dimensions: 001 × 4051	Cito Arac:	40 000 Ca Ft
	Dimensions: 80' x 125'	Site Area:	,
	Zoning Classification: R-1B	Description: Single Family Residual	dential
		D 11 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	
		Do present improvements comply with existing zoning requirements?	☐ Yes ☐ No ☒ No Improvements
	Uses allowed under current zoning: Allows	a single family home.	
	<u> </u>		
	Are CC&Rs applicable? ☐ Yes ☒ No ☐	Unknown Have the documents been reviewed? 🔲 Yes 🔀 No 🛮 Ground Reni	t (if applicable) \$/
	Comments:		
		on or Other use (evoluin). To improve with a single family because	
	Highest & Best Use as improved: Present u	se, or Other use (explain) To improve with a single family home.	
	Actual Use as of Effective Date: Vacant Site	Use as appraised in this report: Vacant	Site
		ng the physically and legally possible as well as the financially feasible	
_			tests of highest and best use, it is
ō	the appraiser's opinion that the highest	and best use of the subject's site is a single family residence.	
Ĕ			
8	Halliat - Dublic Other Drovider/Decode	dies Off the Laurence to Time Dublic Drivete Frances	001 1 1
S	Utilities Public Other Provider/Descrip	•	80' on street
띩	Electricity \(\sum \) LCEC	Street Asphalt paved 🖂 🗌 Topography	Above road grade
	Gas None	Width 60' Per Plat Size	Typical for the market
SITE DESCRIPTION		- Tridai	
		Surface Asphalt paved Shape	Rectangular
	Sanitary Sewer Septic required	Curb/Gutter None Drainage	Appears to be adequate
	Storm Sewer None	Sidewalk None	Fresh water canal
			7 TOOM WATER CARRA
	Telephone	Street Lights Pole	
	Multimedia	Alley None	
-	Other site elements: Inside Lot Come		
-			FEMA Man D. L. Address and Co.
	•	o FEMA Flood Zone X FEMA Map # 12071C0255F	FEMA Map Date 08/28/2008
	Site Comments: No adverse easements	or encroachments were noted. A survey was not provided for review.	Site dimensions taken from the
		ccurate. Flood zone data taken from InterFlood and is assumed to be	
		Well and septic are common for this market as public utilities are not	currently available. No external
	obsolescence indicated. See Addendur	n for additional comments regarding future utilities.	



LAND APPRAISAL REPORT

느	AND APP							le No.: 20100209	
	My research 🔲 did 🔀	_ ,	•		ubject property for	the three years prior to	o the effective date of t	this appraisal.	
R	Data Source(s): Lee C								
2	1st Prior Subject S			ysis of sale/transfer histor		•	· —	ect has no listings for	
2	Date: 10/22/2003							ions in the previous 3	
긺		ultiple Parcels			<u>iis appraisal. T</u>	he comparable s	ales had no prior	transactions in the pr	revious 12
밊	Source(s): LeePA		mo	nths.					
S	2nd Prior Subject S	Sale/Transfer							
TRANSFER HISTORY	Date:								
F	Price:								
	Source(s): FEATURE	SUBJECT PROPER	TV	COMPADADI	= NO 1	COMPADA	ABLE NO. 2	COMPARABLE	: NO 3
	Address 1102 NW 25		ilY	COMPARABLE	E NU. I				: NU. 3
	Cape Coral, I			Cape Coral, FL 339	.n.a	2704 NW 26th T Cape Coral, FL	-	1901 NW 21st Pl Cape Coral, FL 339	0.2
	Proximity to Subject	L 33993		0.80 miles S	193	2.05 miles W	33993	1.44 miles SW	93
	Sale Price	\$	N/A	0.80 miles 3	14,500		\$ 15,000		14,000
1	Price/ Sq.Ft.	\$	11//	\$ 1.45	14,500	\$ 1.50		\$ 1.40	14,000
	Data Source(s)	Inspection		SWFLMLS#217039	025/68 DOM			SWFLMLS#216053	333/323DOM
	Verification Source(s)	LeePA/Public R	ec	LeePA/Inst#201700		LeePA/Inst#2017		LeePA/Inst#201700	
	VALUE ADJUSTMENT	DESCRIPTION		DESCRIPTION	+(-) \$ Adjust	DESCRIPTION	+(-) \$ Adjust	DESCRIPTION	+(-) \$ Adjust
Ì		N/A		Cash	() +	Cash	1 (7 + 1 - 1)	Cash	. () +
Ξ	Concessions	N/A		0		0		0	
AC	Date of Sale/Time	N/A		s09/17;c08/17	0	s09/17;c08/17	0	s07/17;c07/17	0
읾	Rights Appraised	Fee Simple		Fee Simple		Fee Simple		Fee Simple	
PP	Location	U43/Residential		U42/Residential	0	U98/Residential	0	U53/Residential	0
۷	Site Area (in Sq.Ft.)	10,000		10,000		10,000		10,000	
õ	View	Fresh Water Ca	ınal	Fresh Water Canal		Fresh Water Car	nal	Fresh Water Canal	
낊	Utilities	Well/Septic area	<u>a</u>	Well/Septic area		Well/Septic area	ı	Well/Septic area	
PA	Prior Sale Date	10/22/2003		06/30/2004		06/14/2002		05/01/1972	
COMPARISON APPROACH	Prior Sale Price	\$56,000 Multi-P	ar.	\$50,000 Disqual.		\$13,000		\$3,000	
ŭ	AL . A	^ \							
SALES	Net Adjustment (Total, in	\$)		+ \$			\$		
šAl	Adjusted Cale Dries (in (t)			Net % Gross % \$	44.500	Net % Gross %	45 000	Net % Gross % \$	14.000
0,	Adjusted Sale Price (in \$) Summary of Sales Compa	rican Annroach	C-	· · ·	14,500			subject's defined ma	14,000
		• • •						were indicated. Gre	
	emphasis is given to					IIIS SIADIE IIIAIKE	t. NO aujustinents	were indicated. Gre	alei
	emphasis is given to	J Cales #1 and #	<u>z uu</u>	e to the most recent	sale dates.				-
	s=settlement/closed	date: c=contrac	t/ne	nding date: DOM=da	vs on the mar	ket			
		44.0,0		g cato, 2 o co	., 0 0				
	PROJECT INFORMATION	N FOR PUDs (if app	licab	le) The Subject	t is part of a Plann	ed Unit Development.			
PUD	Legal Name of Project:	ata and was weathers of f	!!!! .						
ᆲ	Describe common elemen	nts and recreational to	acilitie	S:					
	Indicated Value by: Sale	e Comparison Apr	rnac	h\$ 15,000					
	Final Reconciliation The			-,	seante the action	one of typical buy	are and callers in	the market and is rel	ied on
Ž	entirely for the value							ille Illaiket allu 15 lei	ieu on
ECONCILIATION	This appraisal is made	"as is", or	subj	ect to the following condit	ions: See a	ttached Assumpt	ions and Limiting	Conditions.	
H		<u></u>	,	g					
ᅙ									
õ	This report is also s	ubject to other Hyp	otheti	cal Conditions and/or Ex	traordinary Assun	nptions as specified i	in the attached adder	nda.	
E	Based upon an inspec	tion of the subjec	t pro	perty, defined Scope of	of Work, Statem	ent of Assumptions	and Limiting Cond	litions, and Appraiser's	s Certifications,
~	my (our) Opinion of 1				type), as defir 02/03/2		real property that	is the subject of thi s the effective date of	is report is:
	If indicated above, this	Opinion of Value	is su	is of: biect to Hypothetical C			umptions included	in this report. See atta	iched addenda.
÷	A true and complete co								
АТТАСН.	properly understood with								
È	Limiting cond./Certi				Location Map(s		Flood Addendum	Additional Sa	
4	Photo Addenda	⊠ Par	cel M	ap \square	Hypothetical Co	nditions 🔲 E	Extraordinary Assumpt	ions	
	Client Contact: Doug				Client Na	me: <u>City of Ca</u>	pe Coral		
	E-Mail: dsayers@cap	ecoral.net					ape Coral, FL 339		
	APPRAISER						PRAISER (if req	uired)	
					or	CO-APPRAISEF	? (if applicable)		
	011								
တ္သ	Shonda &	laine Kee	Lh	emmer	Sur	ervisory or			
R	Appraiser Name: Rho	nda Elaine Rech	kem	mer	Co-	Appraiser Name:			
	Company: Rechkem					npany:			
SIGNATURES	Phone: (239) 542-415		Fax:	(239) 542-2591		ne:		Fax:	
SIG	E-Mail: R.Rechkemm				E-N		.		
	Date of Report (Signature)		000			e of Report (Signature	, 		Ctata:
	License or Certification #	Cert.Res.RD	2869	State		ense or Certification #	:		State:
	Designation: Expiration Date of License	or Cartification	44"	20/2019		ignation: iration Date of License	or Cartification:		
	Expiration Date of License Inspection of Subject:	or Certification: Did Inspect	11/	30/2018 Did Not Inspect (Deskto		iration Date of License Dection of Subject:		Did Not Inspect	
	Date of Inspection: 02	∠ Diu ilispect 2/03/2018	_	יים וויסא אוים ויים ויים ויים ויים ויים ויים ויי	ראי) IIIS Dat	e of Inspection:	Did Inspect	□ ⊓ nα inot inshect	



Supplemental Addendum

		Cappionionia Addonadii	1 110	NO. 20 100209	
Client	City of Cape Coral				
Property Address	1102 NW 25th St				
City	Cape Coral	County Lee	State FL	Zip Code 33993	
Rorrower	NI/A				

File No. 20100200

Intended User and Use Clarification

The Intended User of this appraisal report is the Client, the City of Cape Coral. The Intended Use is to evaluate the property that is the subject of this appraisal for land acquisition. No additional Intended Users are identified by the appraiser. This report is not intended for lending nor insurance purposes.

Scope of the Work

The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report including the attached definition of market value, statement of assumptions and limiting conditions and certifications. The appraiser has performed a visual inspection of the subject site, inspected and analyzed the neighborhood, inspected the comparable sales from the street, researched, verified and analyzed data from reliable public and/or private sources and reported my analysis, opinions and conclusions in this appraisal report.

Highest and Best Use as Vacant

Considering the physically and legally possible as well as the financially feasible tests of highest and best use, it is the appraiser's opinion that the highest and best use of the subject site is for development of a single family residence.

Additional Comments

I have no current or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.

I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

The opinion of market value as defined in this report is in terms of cash or of financing terms equivalent to cash.

Exposure time as defined in USPAP is the estimated length of time that a property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal. Exposure time is a retrospective opinion based on an analysis of past events assuming a competitive and open market.

Comments on Future Assessments

It should be noted that the City of Cape Coral intends to expand utilities (water, sewer and irrigation water) to the subject's market in the future at which time connection will be mandatory and there will be assessments and CIAC fees which will be determined based on the cost of the project. Owners have the option of paying all of the assessments/fees up front or financing over 20 years and are included on the owner's annual tax bill until paid in full.

Comment on Property Taxes and Mowing Assessment

The Lee County Tax Collector's web site indicates the 2017 tax bill is outstanding with a balance as of 02/2018 of \$440.49. There is a \$76.01 delinquent lot mowing assessment indicated on the City of Cape Coral's web site.

Comments on the City of Cape Coral

The subject is located in Cape Coral, an incorporated city on the southwest portion of Florida in Lee County. The city of Cape Coral has an indicated land area of 120 square miles and is known for its extensive fresh water and Gulf access canals and lakes. The estimated population of Cape Coral in 2013 was 165,831 persons, per the US Census Bureau. The Cape Coral market had substantial growth with extensive new construction during 2000-2006. This market was affected by the recession starting in 2006-2007 with new construction ending and extensive foreclosures throughout the area for several years. For the past five years, this market has begun the recovery process with housing inventory decreasing and new construction starts noted.

Comments on the Proposed Festival Park

The subject site is located in the northwest portion of Cape Coral in an area that will be developed as Festival Park by the City of Cape Coral. Festival Park will consist of approximately 215 acres which currently includes platted lots, existing streets, a fresh water lake and the current Seahawk Park when completed. The platted lots in this area are being acquired by the City of Cape Coral in four phases for this project.

Proporty Address	City of Cape Coral		File	No. 20100209
Property Address City	1102 NW 25th St	County Loc	Stata El	7in Code 22002
Borrower	N/A	County Lee	State FL	Tih Oone 22883
This Repo Apprais Restric Apprais Comme I certify that, to — The stateme — The reporter analyses, opini — I have no pi — I have no bi — My engager — My compencient, the amo — My analyses in effect at the — I have made — No one prov	sal Report (A written report prepared sal Report (A written report prepared restricted to the stated interest in the best of my knowledge and belief: ents of fact contained in this report are true and analyses, opinions, and conclusions are linous, and conclusions. The property is assignment. The property is assignment. The property is assignment was not contingent is sation for completing this assignment is not unt of the value opinion, the attainment of a se, opinions, and conclusions were developed time this report was prepared.	d under Standards Rule 2-2(a), pursuant d under Standards Rule 2-2(b), pursuant ended use by the specified client or intended use by the specified client or intended use by the specified client or intended use 2-3 and correct. The subject of this report and no personal in other capacity, regarding the property that is the subject of this report or the parties involved with this a upon developing or reporting predetermined results to contingent upon the development or reporting of a stipulated result, or the occurrence of a subsequent, and this report has been prepared, in conformity to the subject of this report.	conditions and are my personal, im erest with respect to the parties invo- ject of this report within the three-y ssignment. predetermined value or direction in event directly related to the intende vith the Uniform Standards of Profes	partial, and unbiased professional olved. ear period immediately preceding evalue that favors the cause of the duse of this appraisal. esional Appraisal Practice that were
Reason	able Exposure Time	(USPAP defines Exposure Time as the estination to the hypothetical consummation of a s	le at market value on the effect	ive date of the appraisal.)
appraised wo	of Reasonable Exposure Time for andicated by similar vacant site sales			89-111 days on the
appraised wo My Opinion market as in	of Reasonable Exposure Time for a condicated by similar vacant site sales of the condicated by similar vacant sites of the condicated by sim	Report Identification ng disclosure and any State mand	·	
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APPRAISE Signature: Name: Rhor State Certification or State Licens State: FL Date of Signature: Date of Signature	of Reasonable Exposure Time for a dicated by similar vacant site sales of the sales	Supervise Supervise Supervise Signature: Name: State Certification State Certification Or State Licens State: Date of Signature	on #:	f applicable):

Assumptions, Limiting Conditions & Scope of Work

File No.: 20100209 1102 NW 25th St Property Address: State: FI Zip Code: 33993 City of Cape Coral Address: P.O. Box 150027, Cape Coral, FL 33915 Rhonda Elaine Rechkemmer Address: 1913 SW 54th Street, Cape Coral, FL 33914-6888

STATEMENT OF ASSUMPTIONS & LIMITING CONDITIONS

- The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership.
- The appraiser may have provided a plat and/or parcel map in the appraisal report to assist the reader in visualizing the lot size, shape, and/or orientation. The appraiser has not made a survey of the subject property.
- If so indicated, the appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in the appraisal report whether the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
- The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand.
- The appraiser has noted in the appraisal report any adverse conditions (including, but not limited to, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property, or that he or she became aware of during the normal research involved in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unapparent conditions of the property, or adverse environmental conditions (including, but not limited to, the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.
- The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.
- The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice, and any applicable federal, state or local laws.
- An appraiser's client is the party (or parties) who engage an appraiser in a specific assignment. Any other party acquiring this report from the client does not become a party to the appraiser-client relationship. Any persons receiving this appraisal report because of disclosure requirements applicable to the appraiser's client do not become intended users of this report unless specifically identified by the client at the time of the assignment.
- The appraiser's written consent and approval must be obtained before this appraisal report can be conveyed by anyone to the public, through advertising, public relations, news, sales, or by means of any other media, or by its inclusion in a private or public database. Possession of this report or any copy thereof does not carry with it the right of publication.
- Forecasts of effective demand for the highest and best use or the best fitting and most appropriate use were based on the best available data concerning the market and are subject to conditions of economic uncertainty about the future.

The Scope of Work is the type and extent of research and analyses performed in an appraisal assignment that is required to produce credible assignment results, given the nature of the appraisal problem, the specific requirements of the intended user(s) and the intended use of the appraisal report. Reliance upon this report, regardless of how acquired, by any party or for any use, other than those specified in this report by the Appraiser, is prohibited. The Opinion of Value that is the conclusion of this report is credible only within the context of the Scope of Work, Effective Date, the Date of Report, the Intended User(s), the Intended Use, the stated Assumptions and Limiting Conditions, any Hypothetical Conditions and/or Extraordinary Assumptions, and the Type of Value, as defined herein. The appraiser, appraisal firm, and related parties assume no obligation, liability, or accountability, and will not be responsible for any unauthorized use of this report or its conclusions.

Additional Comments (Scope of Work, Extraordinary Assumptions, Hypothetical Conditions, etc.):

Certifications & Definitions

eruncations & Deminions		Fil	le No.: 20	0100209
Property Address: 1102 NW 25th St		City: Cape Coral State:	: FL	Zip Code: 33993
Client: City of Cape Coral	Address:	P.O. Box 150027, Cape Coral, FL 33915		
Appraiser: Rhonda Elaine Rechkemmer	Address:	1913 SW 54th Street, Cape Coral, FL 3391	14-6888	
APPRAISER'S CERTIFICATION				

- I certify that, to the best of my knowledge and belief:
- The statements of fact contained in this report are true and correct.
- The credibility of this report, for the stated use by the stated user(s), of the reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- Unless otherwise indicated, I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
- I did not base, either partially or completely, my analysis and/or the opinion of value in the appraisal report on the race, color, religion, sex, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property, or of the present owners or occupants of the properties in the vicinity of the subject property.
- Unless otherwise indicated, I have made a personal inspection of the property that is the subject of this report.
- Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification.

Additional Certifications:

DEFINITION OF MARKET VALUE *:

Market value means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- 1. Buyer and seller are typically motivated;
- 2. Both parties are well informed or well advised and acting in what they consider their own best interests;
- 3. A reasonable time is allowed for exposure in the open market;
- 4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- 5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.
- * This definition is from regulations published by federal regulatory agencies pursuant to Title XI of the Financial Institutions
 Reform, Recovery, and Enforcement Act (FIRREA) of 1989 between July 5, 1990, and August 24, 1990, by the Federal Reserve System
 (FRS), National Credit Union Administration (NCUA), Federal Deposit Insurance Corporation (FDIC), the Office of Thrift Supervision (OTS),
 and the Office of Comptroller of the Currency (OCC). This definition is also referenced in regulations jointly published by the OCC, OTS,
 FRS, and FDIC on June 7, 1994, and in the Interagency Appraisal and Evaluation Guidelines, dated October 27, 1994.

	Client Contact: Doug Sayers	Clier	nt Name: City of Cape Coral
	E-Mail: dsayers@capecoral.net	\ddress:	P.O. Box 150027, Cape Coral, FL 33915
	APPRAISER		SUPERVISORY APPRAISER (if required)
			or CO-APPRAISER (if applicable)
			, ,,
တ	01 1 61 0		
TURES	Rhondo Elaine Rechhemmer		Supervisory or
	Appraiser Name: Rhonda Elaine Rechkemmer		Co-Appraiser Name:
¥	Company: Rechkemmer Appraisal Services, Inc.		Company:
SIG	Phone: <u>(239) 542-4152</u> Fax: <u>(239) 542-2591</u>		Phone: Fax:
,	E-Mail: R.Rechkemmer@att.net		E-Mail:
	Date Report Signed: 02/09/2018		Date Report Signed:
	License or Certification #: Cert.Res.RD2869 State:	<u>FL</u>	License or Certification #: State:
	Designation:		Designation:
	Expiration Date of License or Certification: 11/30/2018		Expiration Date of License or Certification:
	Inspection of Subject: Did Inspect Did Not Inspect (Desktop)		Inspection of Subject: Did Inspect Did Not Inspect
	Date of Inspection: 02/03/2018		Date of Inspection:

Subject Photo Page

Client	City of Cape Coral			
Property Address	1102 NW 25th St			
City	Cape Coral	County Lee	State FL	Zip Code 33993
Borrower	N/A		•	



Subject Front

1102 NW 25th St Sales Price N/A Gross Living Area Total Rooms Total Bedrooms Total Bathrooms

Location U43/Residential

View

Site 10,000

Quality Age





Subject Street



Comparable Photo Page

Client	City of Cape Coral						
Property Address	1102 NW 25th St						
City	Cape Coral	County Lee	State I	FL	Zip Code	33993	
Borrower	N/A			,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		•	•



Comparable 1

1118 NW 18th Ter

Prox. to Subject 0.80 miles S Sales Price 14,500

Gross Living Area Total Rooms Total Bedrooms Total Bathrooms

Location U42/Residential View 11,250 sf/Resid. Site 10,000

Quality Age



Comparable 2

2704 NW 26th Ter

Prox. to Subject 2.05 miles W Sales Price 15,000

Gross Living Area Total Rooms Total Bedrooms Total Bathrooms

Location U98/Residential View 10,000 sf/Resid. Site 10,000

Quality Age



Comparable 3

1901 NW 21st PI

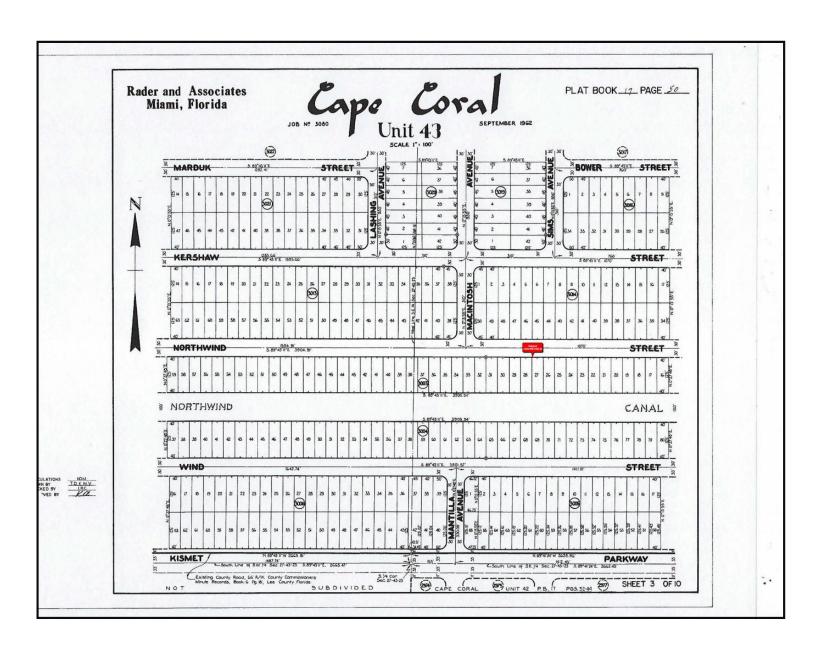
Prox. to Subject 1.44 miles SW Sales Price 14,000

Gross Living Area Total Rooms Total Bedrooms Total Bathrooms

Location U53/Residential View 10,000 sf/Resid. Site 10,000

Site Quality

Age



Aerial



Location Map

Client	City of Cape Coral			
Property Address	1102 NW 25th St			
City	Cape Coral	County Lee	State FL	Zip Code 33993
Borrower	N/A			



Appraiser's License

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION FLORIDA REAL ESTATE APPRAISAL BD

LICENSE NUMBER

RD2869

The CERTIFIED RESIDENTIAL APPRAISER Named below IS CERTIFIED Under the provisions of Chapter 475 FS. Expiration date: NOV 30, 2018

RECHKEMMER, RHONDA ELAINE 1913 SW 54 STREET CAPE CORAL FL 33914





ISSUED: 11/13/2016

DISPLAY AS REQUIRED BY LAW

SEQ# L1611130002148

Item Number: B.(8)

Meeting Date: 5/14/2018

Item Type: CONSENT AGENDA

AGENDA REQUEST FORM CITY OF CAPE CORAL



TITLE:

Resolution 111-18 Approval of Exchange Contract to trade City owned property located at 2117 Chiquita Boulevard South (Lots 7-8, Block 4406) for a portion of an adjoining five-lot parcel located at 2120 SW 15th Place (Lots 53-54, Block 4406), both parcels being in Unit 63 Cape Coral Subdivision, to complete the assemblage of property for the construction of a future fire station; City will assume a portion of the outstanding balance of the Southwest 6&7 utility assessment in the approximate amount of \$9,750 plus closing costs not to exceed \$4,500; Department: Financial Services / Real Estate Division; Dollar Value: \$14,250; (Fire Impact Fee Fund)

REQUESTED ACTION:

Approve or Deny

STRATEGIC PLAN INFO:

1. Will this action result in a Budget Amendment? No

2. Is this a Strategic Decision? Yes

If Yes, Priority Goals Supported are listed below.

If No, will it harm the intent or success of

the Strategic Plan?

ELEMENT C: INVEST IN COMMUNITY INFRASTRUCTURE INCLUDING UTILITIES EXPANSION IMPROVEMENTS TO ENHANCE THE CITY'S ABILITY TO MEET THE NEEDS OF ITS CURRENT AND FUTURE RESIDENTS AND BUSINESSES

PLANNING & ZONING/HEARING EXAMINER/STAFF RECOMMENDATIONS:

SUMMARY EXPLANATION AND BACKGROUND:

- 1. The City's Fire Master Plan had identified a need for a future fire station along Chiquita Boulevard south of Pine Island Road, in the central portion of the southwest one half of the City. In 2003, the City began assembling sites within Block 4406 for a future fire station. During that time period, Staff was unsuccessful in acquiring the subject property as the property owner did not want to sell. On September 10, 2007, City Council adopted Resolution 58-07, a resolution of necessity declaring the subject property necessary for the public purpose of constructing a fire station; however, subsequently the City dismissed the case and did not acquire the property.
- 2. In 2015, Staff began negotiating again with the property owners to purchase the subject site, but the owners were not interested in selling a portion of their 5-lot parcel. It wasn't until recently, the owners agreed to an exchange contract for a City property adjacent to their remainder parcel. This exchange of properties will complete the assemblage of a site for future Fire Station #12.

- 3. The exchange contract provides for the City to assume the balance of the Southwest 6&7 utility assessments of approximately \$9,750 on Lots 53 and 54 and pay all closing costs necessary to facilitate the exchange of properties. The closing costs are estimated to be no more than \$4,500. The utility assessments on the City owned parcel to be exchanged (Lots 7 and 8) have been paid in full. The properties were appraised by an independent state certified appraiser. The City's property was appraised for \$26,000, while the subject property for \$20,500. The primary valuation difference is due to the remaining balance of the utility assessments on the subject property.
- 4. The exchange contract is subject to City Council adopting an ordinance authorizing the property's exchange and conveyance and is in lieu of condemnation.
- 5. Recommend approval of the Exchange Contract to trade City owned property Lots 7 and 8, Block 4406 (2117 Chiquita Boulevard South) for Lots 53 and 54, Block 4406 (a portion of the 5-lot site located at 2120 SW 15th Place) to complete the assemblage of property for future Fire Station #12; with the City assuming a portion of the outstanding assessment balance of the SW 6&7 utility assessment in the approximate amount of \$9,750 plus closing costs not to exceed \$4,500.

LEGAL REVIEW:

EXHIBITS:

Resolution 111-18
Property Appraiser Sheets
Location Map
Site Map
Concept Site Plan
Appraisals

PREPARED BY:

Dawn Y. Andrews, Property
Broker

DivisionReal
Estate

DepartmentFinancial
Services

SOURCE OF ADDITIONAL INFORMATION:

Mike Russel, Fire Division Chief - Operations 239-242-3641

Ryan Lamb, Fire Division Chief – Professional Standards 239-242-3602

Dawn Y. Andrews, Property Broker, Financial Services/Real Estate Division 239-574-0735

Doug Sayers, Property Acquisition Agent, Financial Services/Real Estate Division 239-574-0714

ATTACHMENTS:

	Description	Type
D	Resolution 111-18	Resolution
D	Property Appraiser Sheet -Block 4406, Lots 7-8	Backup Material
D	Property Appraiser Sheet - Block 4406, Lots 50-54	Backup Material
D	Location Map -Blk 4406, Lots 7-8 & 53-54	Backup Material
D	Site Map - Block 4406	Backup Material
D	Concept Site Plan - FS #12	Backup Material
D	Appraisal - Block 4406, Lots 7-8	Backup Material
D	Appraisal - Block 4406, Lots 53-54	Backup Material

RESOLUTION 111 - 18

A RESOLUTION OF THE CITY OF CAPE CORAL APPROVING THE REAL ESTATE EXCHANGE CONTRACT BETWEEN THE CITY OF CAPE CORAL AND JESUS AND NANCY BLAZQUEZ FOR THE TRADE OF CITY-OWNED PROPERTY DESCRIBED AS LOTS 7 AND 8, BLOCK 4406, UNIT 63, FOR PROPERTY DESCRIBED AS LOTS 53 AND 54, BLOCK 4406, UNIT 63 FOR FUTURE FIRE STATION #12; PROVIDING FOR SUBSEQUENT EXECUTION OF THE CONTRACT BY THE CITY MANAGER; PROPERTY LOCATED AT 2117 CHIQUITA BOULEVARD SOUTH AND 2120 SW 15TH PLACE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City's Master Plan has identified the need for a future fire station along Chiquita Boulevard south of Pine Island Road, in the central portion of Southwest Cape Coral; and

WHEREAS, City staff has been assembling sites within Block 4406 for a future fire station; and

WHEREAS, the subject property will complete the assemblage of property necessary for the construction of future Fire Station #12; and

WHEREAS, City staff has negotiated the voluntary acquisition of the required site through an exchange contract with the property owner for a similar property owned by the City in order to avoid the condemnation process; and

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

WHEREAS, the conveyance of any lands owned by the City is subject to adoption of an Ordinance authorizing the property's exchange and conveyance; and

WHEREAS, the City Manager requests that City Council approve the Real Estate Exchange Contract for the trade of City-owned property located at 2117 Chiquita Boulevard South for a portion of the parcel located at 2120 SW 15th Place, pursuant to the terms set forth in the Contract, for the purpose of completing the assemblage of property for the construction of future Fire Station #12.

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

Section 1. The City Council hereby approves and authorizes the City Manager to execute the Real Estate Exchange Contract between the City of Cape Coral and Jesus and Nancy Blazquez for the trade of City-owned property located at 2117 Chiquita Boulevard South for a portion of the parcel located at 2120 SW 15th Place, both as more fully described in the Contract, for the purpose of completing the assemblage of property for the construction of future Fire Station #12. The City Council also authorizes the payment of up to \$4,500 for closing costs associated with the exchange plus a portion of the parcel's outstanding SW 6&7 Utility Assessment balance in the estimated amount of \$9,750. A copy of the Real Estate Exchange Contract is attached hereto as Exhibit A.

Section 2. The Real Estate Exchange Contract is subject to the adoption by the City Council of an ordinance authorizing the exchange and conveyance of the City-owned parcel.

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

ADOPTED BY THE CITY CO	UNCIL OF THE CITY C	OF CAPE CORAL AT I	TS REGULAR
COUNCIL SESSION THIS	DAY OF	, 2018.	
		, ,	
	JOE C	COVIELLO, MAYOR	

VOTE OF MAYOR AND COUNCILMEM	BERS:	
COVIELLO GUNTER CARIOSCIA STOUT	NELSON STOUT WILLIAMS COSDEN	
ATTESTED TO AND FILED IN MY OF 2018.	FICE THIS	DAY OF
	REBECCA V	AN DEUTEKOM
APPROVED AS TO FORM:		
DOLORES D. MENENDEZ CITY ATTORNEY Res/Real Estate Exchange Contract-Fire Station 12	<u> </u>	

REAL ESTATE EXCHANGE CONTRACT

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

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

1. **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 7 and 8, Block 4406, Unit 63, Cape Coral Subdivision, as recorded in Plat Book 21, Pages 101 - 112, 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 53 and 54, Block 4406, Unit 63, Cape Coral Subdivision, as recorded in Plat Book 21, Pages 101 - 112, inclusive, in the Public Records of Lee County, Florida.

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

Page 1 of 7

- 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.
 - (d) **FIRST PARTY** shall assume the unpaid balance of the utility assessments after the 2017 tax prorations are calculated on the **SECOND PARCEL**.
 - 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;
- (c) **EVIDENCE OF TITLE**. Within fifteen (15) days from the date of this contract, the **FIRST 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.

- (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 forty-five (45) 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 \$26,000.00 for the **FIRST PARCEL** and an appraised value of \$20,500.00 for the **SECOND PARCEL**.

- 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**.
- 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**.

22. It is understood by the parties that this contract is entered by **SECOND PARTY** under the threat and in lieu of condemnation.

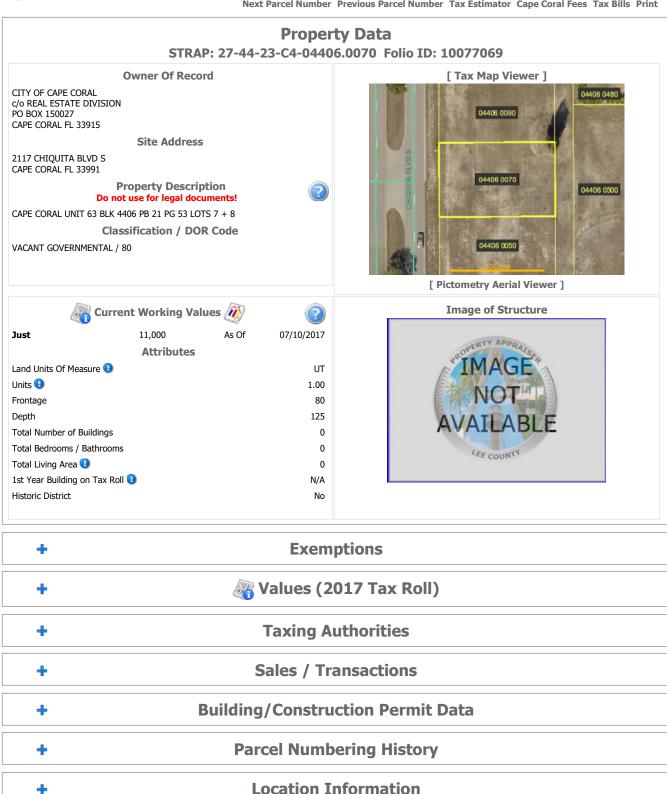
IN WITNESS WHEREOF, the parties have signed this contract on the date set forth below.

	CITY	OF CAPE CORAL, FLORIDA	
	BY: _		
Witness to A. John Szerlag		A. John Szerlag City Manager	Date
	BY: _		
Witness to Rebecca van Deutekom		Rebecca van Deutekom City Clerk	Date
Mitness Times	BY:	Jesus Blazquez	1/31/18 Date
Print Name: Marieleva Sarcia	BY:	Maury B	Lagguer
Witness Print Name: <u>Marie Leva Sarcia</u>	,	Nancy Blazquez	pate 1/31/1/8
		Swom to and subscri	ped before ma an 2018
APPROVED AS TO FORM:		Sarcin	
	_	OFFICIAL MARIELENA NOTARY PUBLIC	AGARCIA NEW JERSEY
Dolores D. Menendez City Attorney		My Comm. Expir	es 6/16/2018



Tax Year

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



Solid Waste (Garbage) Roll Data

+



Tax Year

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

Property Data

STRAP: 27-44-23-C4-04406.0500 Folio ID: 10077088

Owner Of Record - Tenants by Entirety

BLAZQUEZ JESUS + NANCY 337 HICKORY ST KEARNY NJ 07032

Site Address

2120 SW 15TH PL CAPE CORAL FL 33991

Property Description
Do not use for legal documents!

CAPE CORAL UNIT 63 BLK 4406 PB 21 PG 53 LOTS 50 THRU 54

Classification / DOR Code

VACANT RESIDENTIAL / 00



[I letoineti y Aeriai viewei

	Current Working V	alues 🥡	?
Just	26,000	As Of	07/26/2017
	Attributes	5	
Land Units Of Measure	•		UT
Units 🕕			2.00
Frontage			0
Depth			0
Total Number of Buildi	ngs		0
Total Bedrooms / Bath	rooms		0
Total Living Area 🕙			0
1st Year Building on Ta	ax Roll 😉		N/A
Historic District			No

Image of Structure

+	Exemptions
-	

+ Walues (2017 Tax Roll)

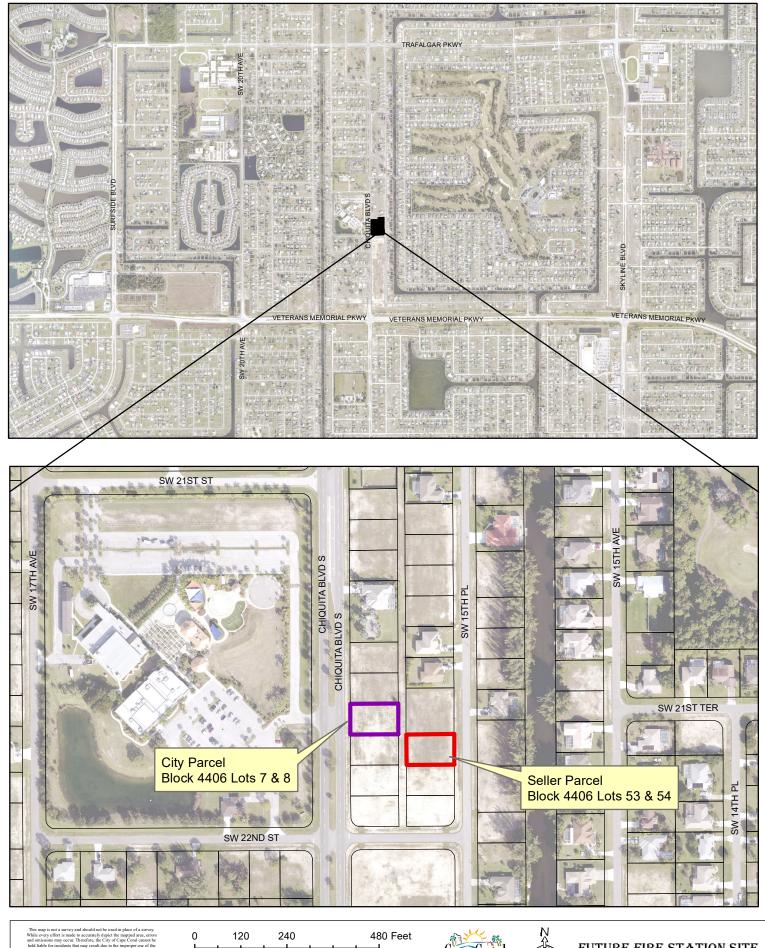
Taxing Authorities

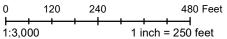
+ Sales / Transactions

Parcel Numbering History

+ Location Information

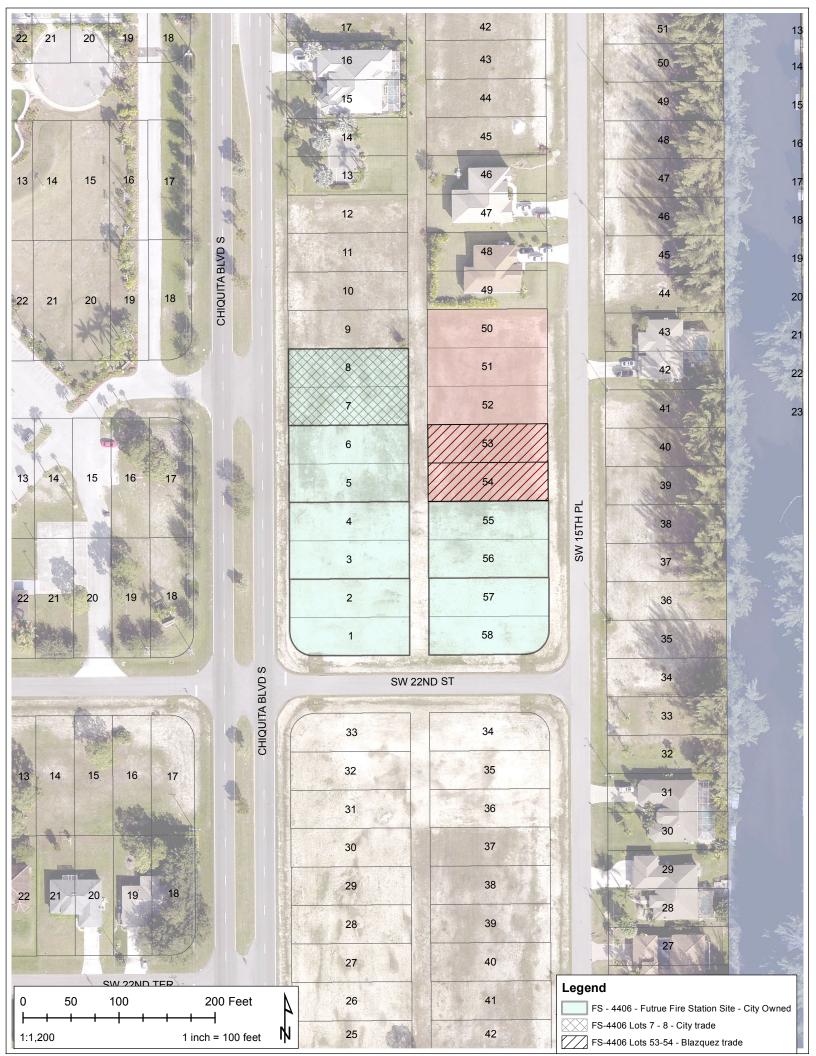
Solid Waste (Garbage) Roll Data

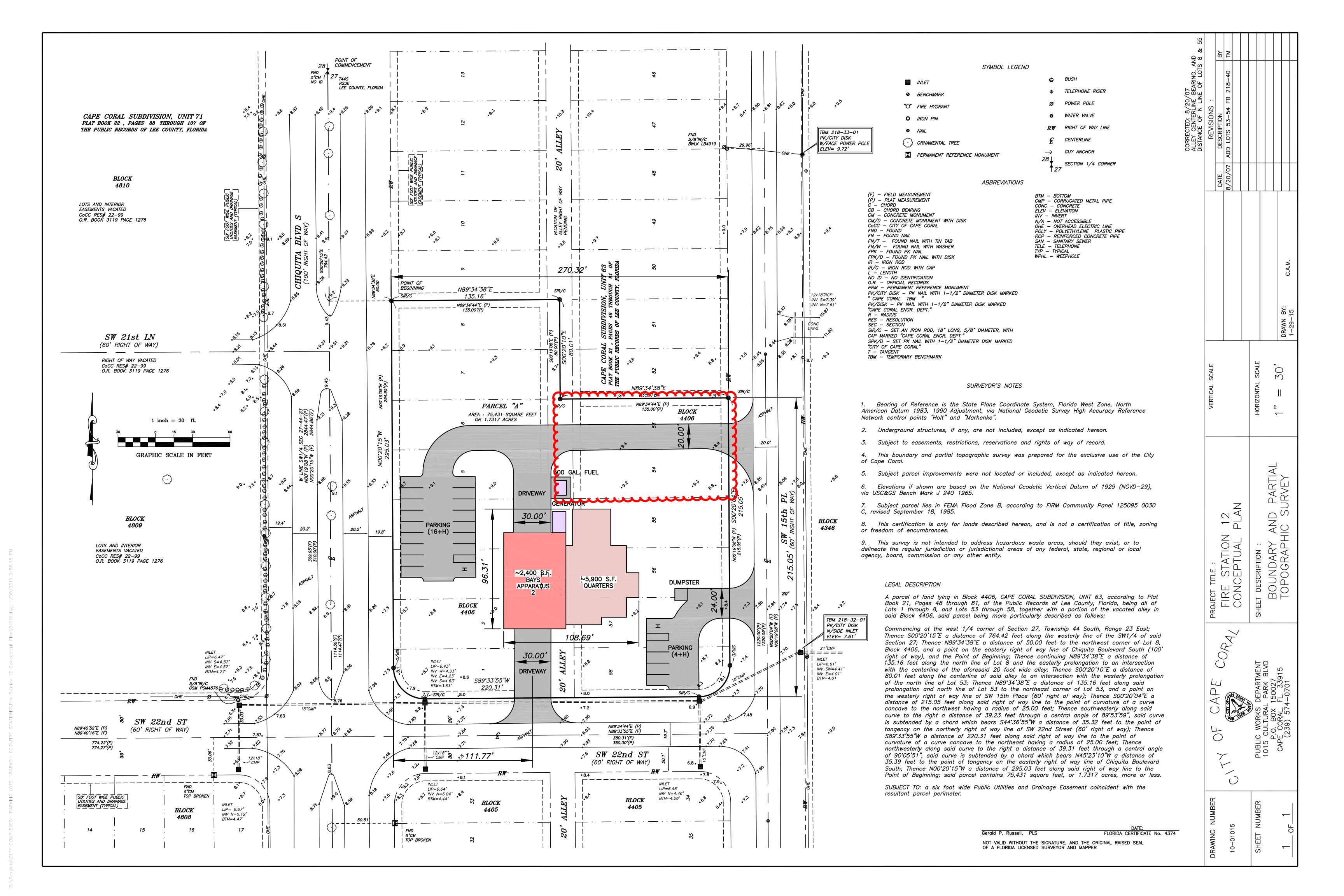












Real Estate Appraisal Report

Of

A Vacant Site 2117 Chiquita Boulevard, Cape Coral Lee County, FL, 33991

As of April 27, 2017

Prepared For

Ms. Dawn Andrews, Property Broker
City of Cape Coral, Financial Services Department, Real Estate Division
P. O. Box 150027
Cape Coral, FL, 3915-0027

Prepared by

STEWART & COMPANY, INC. 5237 Summerlin Commons Boulevard, Suite 388 Fort Myers, Florida 33907

File Name: 17-008B

Stewart & Company

Real Estate Analysts

5237 Summerlin Commons Blvd., Suite 305 Ft. Myers, FL 33907 239-275-2207 FAX 239-349-2611

E-mail:billstewart@stewartcoappraisal.com

June 29, 2017

Ms. Dawn Andrews, Property Broker City of Cape Coral, Financial Services Department, Real Estate Division P. O. Box 150027 Cape Coral, FL 3915-0027

Re: Real Estate Appraisal Report Vacant Site 2117 Chiquita Boulevard, Cape Coral, Lee County, FL, 33991

File: 17-008B

Dear Ms. Andrews:

At your request, we have prepared an appraisal for the above referenced property, which may be briefly described as follows:

The subject is a vacant site containing approximately 10,000 square feet of land area.

Please reference page 5 of this report for important information regarding the scope of research and analysis for this appraisal, including property identification, inspection, highest and best use analysis and valuation methodology.

We certify that we have no present or contemplated future interest in the property beyond this estimate of value. The appraiser did previously appraise this site for the same client in May 2015, September 2015 and February 2016.

Your attention is directed to the Limiting Conditions and Assumptions section of this report (page 3). Acceptance of this report constitutes an agreement with these conditions and assumptions. In particular, we note the following:

Hypothetical Conditions:

• This site is appraised utilizing the Hypothetical Condition that it is zoned MR, Marketplace Residential, and is designated on the Future Land Use Plan as CAC, Commercial Activity Center, as of the effective date of the appraisal. A representative of the client has indicated that a change in land use regulations to these categories is considered probable. This Hypothetical Condition also requires the consideration of the cost of obtaining these changes to both zoning and the land use plan, which has been reported by a representative of the City of Cape Coral to be approximately \$4,000.

Ms. Andrews City of Cape Coral, Financial Services Department, Real Estate Division June 29, 2017

Page 2

Extraordinary Assumptions:

• There are no Extraordinary Assumptions for this appraisal.

Based on the appraisal described in the accompanying report, subject to the Limiting Conditions and Assumptions, Extraordinary Assumptions and Hypothetical Conditions (if any), we have made the following value conclusion:

Current As Is Market Value:

The "As Is" market value of the Fee Simple estate of the property, as of April 27, 2017, is

Twenty Six Thousand Dollars (\$26,000)

The market exposure time preceding April 27, 2017 would have been 9 months and the estimated marketing period as of April 27, 2017 is 9 months.

Respectfully submitted,

Stewart & Company. Inc.

William E. Stewart, MAI

State-Certified General Real Estate Appraiser-RZ233

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Summary of Important Facts and Conclusions

GENERAL

Subject: Vacant Site

2117 Chiquita Boulevard, Cape Coral,

Lee County, FL, 33991

Owner: City of Cape Coral, c/o Real Estate Division

Legal Description: Lots 7 and 8, Block 4406, Cape Coral Unit 64, PB 21, Page 53,

Lee County

Date of Report: June 29, 2017

Intended Use: The intended use is to assist the client in negotiating to exchange

this site with a privately owned site.

Intended User(s): The client, the City of Cape Coral, and its representatives. There

are no other intended users.

Assessment:

Real Estate Assessment and Taxes					
Tax ID	Land	Total	County	Tax Rate	Taxes
			Rate		
27-44-23-C4-04406.0070	\$10,000	\$10,000	\$19.25	\$19.25	\$193

Notes: In addition to the ad valorem assessment, there are numerous

annual City of Cape Coral assessments and fees which total

\$9,998 for 2016.

Sale History: The subject has not sold in the last three years, according to public

records.

There are no known listings, agreements for sale or options

involving the subject property.

Land:

Land Summary						
Parcel ID	Gross Land	Gross Land	Usable Land	Usable Land	Topography	y Shape
	Area (Acres)	Area (SqFt)	Area (Acres)	Area (SqFt)		
Vacant Site	0.23	10,000	0.23	10,000	Level	Roughly rectangular

Zoning:

This appraisal is based upon the hypothetical condition that the site is zoned MR, or Marketplace Residential, by the City of Cape Coral. The site is designated CAC, or Commercial Activity Center, on the Cape Coral Future Land Use Plan. As discussed, the land use regulations considered in this appraisal are based upon a Hypothetical Condition. The site is actually zoned RD, or Residential Development, and designated PF, Public Facilities, on the future land use plan.

Highest and Best Use

of the Site:

Neighborhood commercial development

Type of Value: Market Value

Reconciled Value(s): As Is

Value Conclusion(s) \$26,000 Effective Date (s) April 27, 2017 Property Rights Fee Simple

Limiting Conditions and Assumptions

Acceptance of and/or use of this report constitutes acceptance of the following limiting conditions and assumptions; these can only be modified by written documents executed by both parties.

This appraisal is to be used only for the purpose stated herein. While distribution of this appraisal in its entirety is at the discretion of the client, individual sections shall not be distributed; this report is intended to be used in whole and not in part.

No part of this appraisal, its value estimates or the identity of the firm or the appraiser(s) may be communicated to the public through advertising, public relations, media sales, or other media.

All files, work papers and documents developed in connection with this assignment are the property of Stewart & Company, Inc.. Information, estimates and opinions are verified where possible, but cannot be guaranteed. Plans provided are intended to assist the client in visualizing the property; no other use of these plans is intended or permitted.

No hidden or unapparent conditions of the property, subsoil or structure, which would make the property more or less valuable, were discovered by the appraiser(s) or made known to the appraiser(s). No responsibility is assumed for such conditions or engineering necessary to discover them. Unless otherwise stated, this appraisal assumes there is no existence of hazardous materials or conditions, in any form, on or near the subject property.

Unless otherwise stated in this report, the existence of hazardous substances, including without limitation asbestos, polychlorinated biphenyl, petroleum leakage, or agricultural chemicals, which may or may not be present on the property, was not called to the attention of the appraiser nor did the appraiser become aware of such during the appraiser's inspection. The appraiser has no knowledge of the existence of such materials on or in the property unless otherwise stated. The appraiser, however, is not qualified to test for such substances. The presence of such hazardous substances may affect the value of the property. The value opinion developed herein is predicated on the assumption that no such hazardous substances exist on or in the property or in such proximity thereto, which would cause a loss in value. No responsibility is assumed for any such hazardous substances, or for any expertise or knowledge required to discover them.

Unless stated herein, the property is assumed to be outside of areas where flood hazard insurance is mandatory. Maps used by public and private agencies to determine these areas are limited with respect to accuracy. Due diligence has been exercised in interpreting these maps, but no responsibility is assumed for misinterpretation.

Good title, free of liens, encumbrances and special assessments is assumed. No responsibility is assumed for matters of a legal nature.

Necessary licenses, permits, consents, legislative or administrative authority from any local, state or Federal government or private entity are assumed to be in place or reasonably obtainable.

It is assumed there are no zoning violations, encroachments, easements or other restrictions which would affect the subject property, unless otherwise stated.

The appraiser(s) are not required to give testimony in Court in connection with this appraisal. If the appraisers are subpoenaed pursuant to a court order, the client agrees to pay the appraiser(s) Stewart & Company, Inc.'s regular per diem rate plus expenses.

Appraisals are based on the data available at the time the assignment is completed. Amendments/modifications to appraisals based on new information made available after the appraisal was completed will be made, as soon as reasonably possible, for an additional fee.

Americans with Disabilities Act (ADA) of 1990

A civil rights act passed by Congress guaranteeing individuals with disabilities equal opportunity in public accommodations, employment, transportation, government services, and telecommunications. Statutory deadlines become effective on various dates between 1990 and 1997. Stewart & Company, Inc. has not made a determination regarding the subject's ADA compliance or non-compliance. Non-compliance could have a negative impact on value; however this has not been considered or analyzed in this appraisal.

Definition of Market Value

The most probable price (in terms of money) which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition are the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- 1. The buyer and seller are typically motivated;
- 2. Both parties are well informed or well advised, and acting in what they consider their best interests;
- 3. A reasonable time is allowed for exposure in the open market;
- 4. Payment is made in terms of cash in United States dollars or in terms of financial arrangements comparable thereto;
- 5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

Source: 12 CFR Ch. V (1-1-11 Edition, 504.2(g), Office of Thrift Supervision

Scope of Work

According to the Uniform Standards of Professional Appraisal Practice, it is the appraiser's responsibility to develop and report a scope of work that results in credible results that are appropriate for the appraisal problem and intended user. Therefore, the appraiser must identify and consider:

- the client and intended users;
- the intended use of the report;
- the type and definition of value;
- the effective date of value;
- assignment conditions;
- typical client expectations; and
- typical appraisal work by peers for similar assignments.

This appraisal is prepared for Ms. Dawn Andrews, Property Broker, City of Cape Coral, Financial Services Department, Real Estate Division. The problem to be solved is to estimate the market value of the subject property considering the Hypothetical Condition. The intended use is to assist the client in negotiating to exchange this site with a privately owned site.. This appraisal is intended for the use of client, the City of Cape Coral, and its representatives. There are no other intended users.

SCOPE OF WORK				
Report Type:	This is an Appraisal Report as defined by Uniform Standards of Professional Appraisal Practice under Standards Rule 2-2(a). This format provides a summary or description of the appraisal process, subject and market data and valuation analyses.			
Property Identification:	The subject has been identified by the legal description and the assessors' parcel number.			
Inspection:	An inspection of the subject was made from the adjacent road and from walking the site.			
Effective Date of Value:	April 27, 2017			
Market Area and Analysis of Market Conditions:	A complete analysis of market conditions has been made. The appraiser maintains and has access to comprehensive databases for this market area and has reviewed the market for sales and listings relevant to this analysis.			
Highest and Best Use Analysis:	A complete as vacant and as improved highest and best use analysis for the subject has been made. Physically possible, legally permissible and financially feasible uses were considered, and the maximally productive use was concluded.			

Type of Value:

<u>Valuation Analyses</u>

Market Value

Cost Approach: A cost approach was not applied as there are no improvements to be considered for which costs could be

estimated.

Sales Comparison

Approach:

A sales approach was applied as there is adequate data to develop a value estimate and this approach reflects

market behavior for this property type.

Income Approach: An income approach was not applied as the subject is an

income producing property and there is adequate data to

develop a value estimate with this approach.

Hypothetical Conditions: This site is appraised utilizing the Hypothetical

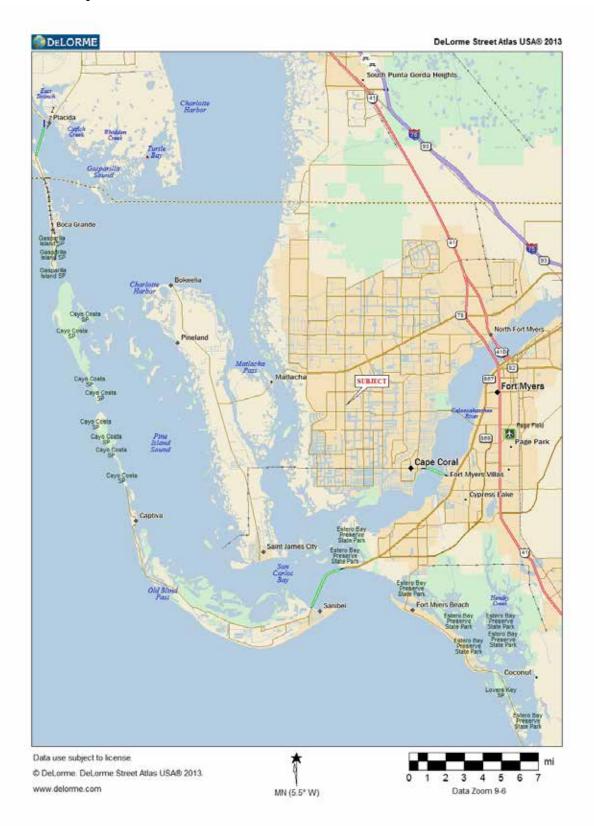
Condition that it is zoned MR, Marketplace Residential, and is designated on the Future Land Use Plan as CAC, Commercial Activity Center, as of the effective date of the appraisal. A representative of the client has indicated that a change in land use regulations to these categories is considered probable. This Hypothetical Condition also requires the consideration of the cost of obtaining these changes to both zoning and the land use plan, which has been reported by a representative of the City of Cape

Coral to be approximately \$4,000.

Extraordinary Assumptions: There are no Extraordinary Assumptions for this

appraisal.

Location Map



Market Area Analysis

Lee County is located within the Southwest Florida coastal region, approximately 125 miles south of Tampa and 145 miles northwest of Miami. Lee County covers an area of roughly 1,013 square miles, within which are five incorporated cities. These cities include Fort Myers, Cape Coral, Bonita Springs, Sanibel, and the Town of Fort Myers Beach.

Lee County was recognized as one of the fastest growing counties in the United States, with an annual growth rate since 1970 of approximately 10% per year. The City of Cape Coral has the largest population within Lee County, with Fort Myers, Bonita Springs, the Town of Fort Myers Beach and the City of Sanibel ranking in that order. This rapid growth in population has, to a great extent, resulted from the immigration of elderly and retired people from other states in the United States, plus from other areas in Florida.

Much of the growth in the county has been in residential development, both within the incorporated cities and in unincorporated areas of the county. This residential development has taken the form of large structure developments, most including golf courses, throughout the county, plus significant individual single-family residences being built on existing platted lots in areas such as Cape Coral and Lehigh Acres. The residential markets in Lee County and the City of Cape Coral are again on the upswing after recovering from the recession that began in 2006. This recovery has resulted in increasing prices and activity.

The market for commercial properties has also been improving with increasing sales activity in many areas, and prices increasing in reaction to the increased demand. Demand for existing improved sites has also increased with corresponding increases in prices and occupancies.

The subject property is located along Chiquita Boulevard, a major north/south artery in Cape Coral. The site is north of Veteran's Parkway, and south of Pine Island Road. Uses along Chiquita Boulevard are almost all commercial in character, with a mix of retail, professional office, restaurants, service facilities, churches and other general commercial uses. There are also residential uses along this road, but these are becoming less prevalent. The exception for residential would be for large sites which could be developed with mixed-use type projects, and there are very few of this type of site available.

The age of the properties is also mixed, with many dating from the 1970's, and many newer properties from the early 2000's. Chiquita Boulevard is divided by a median, and left turns, both into and out of properties, are restricted in many areas.

Market activity along this area of Chiquita Boulevard is increasing, as are prices for developable parcels. There appears to be some increased demand for parcels with commercial and mixed use development potential. In the immediate area of the subject, many of the sites are zoned MR and have the CAC land use plan designation. Because of issues with smaller parcels, some amendments to these regulations are being considered that should allow easier development of smaller sites such as the subject.

The downtown business district of Cape Coral is located southeast of the subject near the intersection of Del Prado Boulevard and Cape Coral Parkway. This is the original commercial area for the city, and many of the buildings are aging. Commercial development within the city is moving to outlying areas as development has expanded. As the westernmost of the north/south arteries that connects Cape Coral Parkway to Pine Island Road, there is anticipated to be increasing demand for commercial and residential uses along Chiquita Boulevard.

In conclusion, Lee County and Cape Coral are in a developing stage, with some slowdown from recent years. The upward trend is expected to continue into the foreseeable future.

Market Area Map



Property Description

SITE

Location: The subject is located at 2117 Chiquita Boulevard S. in Cape Coral. The

site is on the east side of Chiquita Boulevard, north of SW 22nd Street

Current Use of the

Property: Site Size:

The site is currently vacant.

Total: 0.23 acres; 10,000 square feet.

The size of the subject site was taken from Lee County Property Appraiser records and other public records and is used as no survey has

yet been prepared on the site.

Usable: 0.23 acres; 10,000 square feet

The subject site is completely developable and considered usable area.

Shape: The site is roughly rectangular.

Frontage/Access: The subject property has good access with frontage directly onto Chiquita

Boulevard. The site is just north of SW 22nd Street, which provides direct access and north/south access to Chiquita Boulevard from side streets.

Visibility: Average.

Topography: The subject has level topography at grade and no areas of wetlands.

Soil Conditions: The soil conditions observed at the subject appear to be typical of the

region and adequate to support development.

Utilities: Electricity: The site is served by public electricity.

Sewer: City sewer Water: City water

Adequacy: The available utilities are adequate for development of the

subject.

Site Improvements: • There are street lights

• There are no sidewalks

• There are no curbs or gutters

• The landscaping consists of only sod.

Flood Zone: The subject is located in an area mapped by the Federal Emergency

Management Agency (FEMA). The subject is located in FEMA flood

zone X, which is classified as a flood hazard area.

FEMA Map Number: 12071C0385F FEMA Map Date: August 28, 2008

The subject is not in a flood zone.

Environmental Issues: There are no known environmental issues.

Encumbrance / Easements: There are no detrimental easements or encroachments

Site Comments: This is a very typical site within the subject market area.

Aerial Plat



Subject Photographs



Chiquita Boulevard Looking Northerly past Subject



Chiquita Boulevard Looking Southerly past Subject



Subject Site Looking Easterly From Chiquita Boulevard



Subject Site Looking Westerly from the East Lot Line

Assessment and Taxes

Taxing Authority Lee County

Assessment Year 2016

Real Estate Assessment and Taxes					
Tax ID	Land	Total	County	Tax Rate	Taxes
			Rate		
27-44-23-C4-04406.0070	\$10,000	\$10,000	\$19.25	\$19.25	\$193

Notes:

In addition to the ad valorem assessment, there are numerous annual City of Cape Coral assessments and fees which total

\$9,998 for 2016.

Comments

This site is currently owned by the City of Cape Coral which is tax exempt, and no taxes are due or payable. The tax amount shown is based upon the current millage of the site as now assessed, and would most likely change if the site is rezoned and the land use plan changed. The water, sewer and irrigation assessments for this site are paid in full.

Zoning

Zoning	
I	AND USE CONTROLS
Zoning Code	This appraisal is based upon the hypothetical condition that the site is zoned MR, or Marketplace Residential, by the City of Cape Coral. The site is designated CAC, or Commercial Activity Center, on the Cape Coral Future Land Use Plan. As discussed, the land use regulations considered in this appraisal are based upon a Hypothetical Condition. The site is actually zoned RD, or Residential Development, and designated PF, Public Facilities, on the future land use plan.
Zoning Description	The Marketplace Residential zoning district allows a variety of neighborhood commercial uses, and residential uses on large sites. The subject site is not large enough for residential use. The CAC land use plan and the zoning are compatible.
	It has been reported by a representative of the City of Cape Coral that some changes to both the CAC land use plan and the MR zoning are being made to widen the ability for property owners to develop sites in these land use regulations with multi-family uses. The City is proposing to permit duplexes only for 'detached properties', or sites that lack assemblage opportunities or the ability to be commercial sites. This will allow more options for sites less than one acre in size. It was not reported when these changes would go into effect.
Current Use Legally Conforming	The subject is legal and conforming use.
Zoning Comments	The subject zoning is typical for the area and considered reasonable. As mentioned previously, these land use regulations are a Hypothetical Condition of this appraisal, together with the estimated cost to rezone of \$4,000.

Highest and Best Use

Highest and best use may be defined as the reasonably probable and legal use of vacant land or improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value.

- Legally Permissible: The land use regulations which govern legally permissible uses are the
 zoning and land use plan designation by Cape Coral. Legally permissible uses would include
 neighborhood commercial such as retail or office. Residential uses would not be permitted on the
 subject site. If the amendments to the land use plan and zoning are enacted, duplex use of the site
 may be permitted at some time in the futures.
- 2. **Physically Possible:** The only physically possible uses that are considered are those that are legally permissible. With a typical 10,000 square foot size, either small office or small retail uses would be physically possible on the site, and these types of uses are common in other areas of the City.
- 3. **Financially Feasible:** In considering financially feasible uses, market activity and demand within the market area of the subject is considered. At the present time there is increasing demand for neighborhood commercial uses in the area and development is occurring along the Chiquita Boulevard corridor. It is considered financially feasible to develop the site with neighborhood commercial uses as demand for these types of uses becomes strong enough to support development.
- 4. **Maximally Productive.** In my opinion, the maximally production use of the site is to develop it with a small commercial use, with the potential of waiting to see if the land use regulation changes do occur.

Highest and Best Use of the Site

The highest and best use of the site, as vacant, is for development with a neighborhood commercial type use, most probably office or retail. This development would occur as demand warrants within the area.

Valuation Methodology

Three basic approaches may be used to arrive at an estimate of market value. They are:

- 1. The Cost Approach
- 2. The Income Approach
- 3. The Sales Comparison Approach

Cost Approach

The Cost Approach is summarized as follows:

Cost New

- Depreciation
- + Land Value
- = Value

Income Approach

The Income Approach converts the anticipated flow of future benefits (income) to a present value estimate through a capitalization and or a discounting process.

Sales Comparison Approach

The Sales Comparison Approach compares sales of similar properties with the subject property. Each comparable sale is adjusted for its inferior or superior characteristics. The values derived from the adjusted comparable sales form a range of value for the subject. By process of correlation and analysis, a final indicated value is derived.

Final Reconciliation

The appraisal process concludes with the Final Reconciliation of the values derived from the approaches applied for a single estimate of market value. Different properties require different means of analysis and lend themselves to one approach over the others.

Analyses Applied

A **cost analysis** was considered and was not developed because there are no improvements to be considered.

A sales comparison analysis was considered and was developed because there is adequate data to develop a value estimate and this approach reflects market behavior for this property type.

An **income analysis** was considered and was not developed because the subject is not an income producing property,

Sales Comparison Approach – Land Valuation

The Sales Comparison Approach is based on the premise that a buyer would pay no more for a specific property than the cost of obtaining a property with the same quality, utility, and perceived benefits of ownership. It is based on the principles of supply and demand, balance, substitution and externalities. The following steps describe the applied process of the Sales Comparison Approach.

- The market in which the subject property competes is investigated; comparable sales, contracts for sale and current offerings are reviewed. The sales are first being analyzed as if the parcels are selling fee and clear, without the outstanding assessment to which the comparable sales are encumbered. The subject has no outstanding utility assessments.
- The most pertinent data is further analyzed and the quality of the transaction is determined.
- The most meaningful unit of value for the subject property is determined.
- Each comparable sale is analyzed and where appropriate, adjusted to equate with the subject property.
- The value indication of each comparable sale is analyzed and the data reconciled for a final indication of value via the Sales Comparison Approach.

Land Comparables

We have researched five comparables for this analysis; these are documented on the following pages followed by a location map and analysis grid. All sales have been researched through numerous sources, inspected and verified by a party to the transaction. The cash equivalent price shown is the sales price plus the total of the outstanding assessments. It is typical within this market for the purchaser of a site to assume all assessments, and that is how the subject and the sales are analyzed.

Land Sale No. 1



Property Identification

Record ID 7945

Property Type Commercial, Mixed-Use

Address 2113 Chiquita Boulevard South, Cape Coral, Lee County,

Florida 33991

Tax ID 27-44-23-C4-04406.0090

Sale Data

Grantor Arthur Iscurci

Grantee E & S Ramsey Enterprises, LLC

Sale DateMarch 08, 2016Deed Book/Page2016000051603Property RightsFee simpleConditions of SaleArm's lengthFinancingCash to seller

Sale History None in the prior three years

Legal Desc. Lots 9 & 10, Block 4406, Cape Coral Unit 63

Verification MLS; Other sources: Public Records

Sale Price\$8,000Cash Equivalent\$8,000

Upward Adjustment \$12,639 Fees and assessments assumed

Adjusted Price \$20,639

Land Sale No. 1 (Cont.)

Land Data

Zoning MR, Marketplace Residential

Topography Level and cleared

UtilitiesFull publicShapeRectangular

Flood Info AE-7

Future Land Use Plan Commercial Activity Center-Cape Coral Highest and Best Use Neighborhood commercial development

Access Good

Land Size Information

Gross Land Size 0.230 Acres or 10,019 SF

Indicators

Sale Price/Gross Acre\$89,735 AdjustedSale Price/Gross SF\$2.06 Adjusted

Remarks

This is a small commercially zoned site within this area.

Land Sale No. 2



Property Identification

Record ID 7898

Property Type Commercial

Address 1228 SW Santa Barbara Boulevard, Cape Coral, Lee County,

Florida 33991

Tax ID 23-44-23-C3-01976.0710

Sale Data

Grantor
Grantee
Rayan Al-Hebshi
Sale Date
August 29, 2016
Deed Book/Page
Property Rights
Conditions of Sale
Financing

TRSR Holding, LLC
Rayan Al-Hebshi
August 29, 2016
2016000186387
Fee simple
Arm's length
Cash to seller

Sale History No market transaction in the prior three years

Legal Desc.Lots 71-73 plus vacated alley, Blk 1976, U 28, Cape CoralVerificationMLS and public records, Confirmed by William Stewart

Sale Price \$30,500 Cash Equivalent \$30,500

Land Sale No. 2 (Cont.)

Upward Adjustment \$9,438 Assumed utility loan

Adjusted Price \$39,938

Land Data

ZoningC-1, CommercialTopographyLevel and clearedUtilitiesFull public

Shape Full public Rectangular

Future Land Use Plan
Highest and Best Use
Access

CP, City of Cape Coral
Neighborhood commercial
Good, no median cut

Depth 108

Land Size Information

Gross Land Size 0.372 Acres or 16,204 SF **Front Footage** 150 ft Total Frontage: 150 ft

Indicators

Sale Price/Gross Acre\$107,360 AdjustedSale Price/Gross SF\$2.46 AdjustedSale Price/Front Foot\$266 Adjusted

Remarks

This is a typical commercial site within this area. The sale price is adjusted upward by the utility loan assumed by the buyer.

Land Sale No. 3



Property Identification

Record ID 7901

Property Type Commercial

Address 2272 and 2712 SW 8th Place, Cape Coral, Lee County, Florida

33991

Tax ID 34-44-23-C2-03169.0750; .0810

Sale Data

Grantor Sullico II, LLC

Grantee Goodwin Construction Corporation

Sale DateSeptember 08, 2016Deed Book/Page2016000194121Property RightsFee simpleConditions of SaleArm's lengthFinancingCash to seller

Sale HistoryNo market transaction in the prior three yearsLegal Desc.Lots 75-77 and 81-82, Blk 3169, U 66, Cape CoralVerificationMLS and public records, Confirmed by William Stewart

Sale Price \$40,000 Cash Equivalent \$40,000

Upward Adjustment \$28,528 Assumed utility loan

Adjusted Price \$68,528

Land Data

Zoning C-1, Commercial

Land Sale No. 3 (Cont.)

Topography Level and cleared

UtilitiesFull publicShapeRectangular

Future Land Use Plan CP, City of Cape Coral Highest and Best Use Neighborhood commercial

Access Good **Depth** 135

Land Size Information

Gross Land Size 0.600 Acres or 26,136 SF **Front Footage** 170 ft Total Frontage: 170 ft

Indicators

Sale Price/Gross Acre\$114,213 AdjustedSale Price/Gross SF\$2.62 AdjustedSale Price/Front Foot\$403 Adjusted

Remarks

This is two typical commercial sites within this area, but with an interior location and no frontage on the main roadway, Skyline Boulevard. The sale price is adjusted upward by the utility loan assumed by the buyer.

Land Sale No. 4



Property Identification

Record ID 7944

Property Type Commercial, Mixed-Use

Address 1719 Chiquita Boulevard South, Cape Coral, Lee County,

Florida 33991

Tax ID 27-44-23-C1-04415.0060

Sale Data

Grantor
Grantee
Thomas J. Lundrigan
Sale Date
November 28, 2016
Deed Book/Page
Property Rights
Conditions of Sale
Financing
Aneesa Gaffar
Thomas J. Lundrigan
November 28, 2016
2016000251697
Fee simple
Arm's length
Cash to seller

Sale History None in the prior three years

Legal Desc. Lots 6 and 7, Block 4415, Cape Coral Unit 63 **Verification** Public Records; Confirmed by William Stewart

Sale Price \$15,000 Cash Equivalent \$15,000

Upward Adjustment \$9,455 Fees and assessments assumed

Adjusted Price \$24,455

Land Sale No. 4 (Cont.)

Land Data

Zoning MR, Marketplace Residential

TopographyLevel and clearedUtilitiesFull publicShapeRectangular

Flood Info AE-7

Future Land Use Plan Commercial Activity Center-Cape Coral Highest and Best Use Neighborhood commercial development

Access Good

Land Size Information

Gross Land Size 0.263 Acres or 11,456 SF

Indicators

Sale Price/Gross Acre \$92,985 Adjusted Sale Price/Gross SF \$2.13 Adjusted

Remarks

This is a small commercially zoned site within this area.

Land Listing No. 5



Property Identification

Record ID 7946

Property Type Commercial, Mixed-Use

Address 2113 Chiquita Boulevard South, Cape Coral, Lee County,

Florida 33991

Tax ID 27-44-23-C4-04406.0090

Sale Data

Grantor E & S Ramsey Enterprises, LLC Survey Date April 26, 2017 On market 338 days

Deed Book/Page NA

Property RightsFee simpleConditions of SaleArm's lengthFinancingCash to seller

Sale History None in the prior three years

Legal Desc. Lots 9 & 10, Block 4406, Cape Coral Unit 63

Verification MLS listing; Other sources: Public Records by William Stewart

Listing Price \$17,901 Cash Equivalent \$17,901

Upward Adjustment \$12,639 Fees and assessments to be assumed

Adjusted Price \$30,540

Land Listing No. 5 (Cont.)

Land Data

Zoning MR, Marketplace Residential

Topography Level and cleared

UtilitiesFull publicShapeRectangular

Flood Info AE-7

Future Land Use Plan Commercial Activity Center-Cape Coral Highest and Best Use Neighborhood commercial development

Access Good

Land Size Information

Gross Land Size 0.230 Acres or 10,019 SF

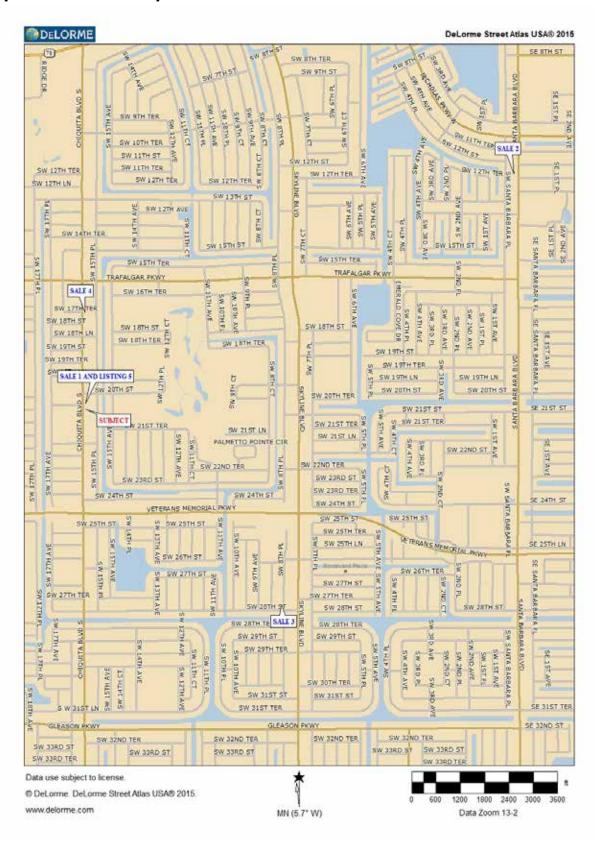
Indicators

Sale Price/Gross Acre \$132,783 Adjusted Sale Price/Gross SF \$3.05 Adjusted

Remarks

This is a small MR/CAC parcel within this area.

Comparable Sales Map



Analysis

The above sales have been analyzed and compared with the subject property. We have considered adjustments in the areas of:

Ÿ Property Rights Sold
Ÿ Financing
Ÿ Location
Ÿ Conditions of Sale
Ÿ Infrastructure
Ÿ Zoning and Land Use

Comparable Land Sale Comparisons

Property Rights

All of the sales transferred fee simple interest and no adjustments are considered necessary.

Financing

All sales have typical financing or are cash sales and no adjustments are considered necessary.

Conditions of Sale

All sales are considered typical market transactions and no adjustments are considered necessary.

Economic Trends

Prices within the area have been increasing, and the early 2016 sales are adjusted upward to reflect this trend.

Location

Only Sale Number 1 and Listing Number 5 is considered to have locational influences almost identical to the subject. The remaining sales are all considered similar.

Zoning/Future Land Use

Sales Number 1, Number 4 and Listing Number 5 have the same land use regulations as the subject. The remaining sales have similar, but not identical regulations, and no adjustments are considered necessary.

Topography/Size

All of the sales have similar topography to the subject. However, the sizes of the sites vary. Due to the land use regulations, the larger sites tend to be more easily developed and have higher values, and this is taken into consideration.

Access

All of the sales are considered to have access similar to the subject.

Utilities

Utility availability to each of the sales is comparable to the subject, and no adjustments are considered necessary. However, adjustments to the sales prices for each sale were made to reflect outstanding utility and other assessments.

Sales Comparison Approach Conclusion – Land Valuation

The comparable sales are all relatively recent sales of similar sites in the same general area of Cape Coral. All of the sales are very similar to the subject, and the comparisons provide a good indication of value for the subject. Sale Number 1 and Listing Number 5 are the same parcel located adjacent to and north of the subject, and this data is given significant weight.

After considered all of the available data and the analysis of the date, the estimated unit value for the subject is \$3.00 per square foot. Multiplying this by the 10,000 square feet in the site provides an estimate value as if unencumbered by utility assessments of \$30,000. From this must be subtracted the estimated cost of changing the zoning and land use plan designation, for an as-is value, based upon the Hypothetical Condition, of \$26,000.

Marketing Time and Exposure Time

Marketing time is the opinion of the amount of time it might take to a real property interest at the estimated market value during the period immediately after the effective date of the appraisal. Exposure time is the amount of time estimated for the property to have been listed prior to the effective date of the appraisal to sell on the effective date of appraisal. See page 46 in the Glossary in the Addendum to the appraisal for complete definitions and the source of the definition.

In the case of the subject property the market is active and the marketing time and exposure time are considered to be the same. After examining the available sales data and listed properties, it is our opinion that the marketing time is 9 months and the exposure time is 9 months.

Final Reconciliation

The process of reconciliation involves the analysis of each approach to value. The quality of data applied the significance of each approach as it relates to market behavior and defensibility of each approach are considered and weighed. Finally, each is considered separately and comparatively with each other.

Value Indication

Sales Comparison Approach – Land Value: \$26,000

Sales Comparison Approach

The sales comparison approach best reflects the actions of participants in the market for properties similar to the subject. Adequate comparable sales data is available for comparison to the subject, and in my opinion this approach to value produces a credible value estimate. As discussed previously, this estimate is market based and the purchaser assumes all outstanding assessments.

Value Conclusion

Based on the data and analyses developed in this appraisal, we have reconciled to the following value conclusion, as of April 27, 2017, subject to the Limiting Conditions and Assumptions of this appraisal.

Reconciled Value: Premise: As Is

Interest: Fee Simple

Value Conclusion: \$26,000 Twenty Six Thousand Dollars

This site is appraised utilizing the Hypothetical Condition that it is zoned MR, Marketplace Residential, and is designated on the Future Land Use Plan as CAC, Commercial Activity Center, as of the effective date of the appraisal. A representative of the client has indicated that a change in land use regulations to these categories is considered probable. This Hypothetical Condition also requires the consideration of the cost of obtaining these changes to both zoning and the land use plan, which has been reported by a representative of the City of Cape Coral to be approximately \$4,000.

Stewart & Company, Inc.

William E. Stewart, MAI

State-Certified General Real Estate Appraiser-RZ233

Certification Statement

I certify that, to the best of my knowledge and belief,

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions as well as requirements (if any), and are my personal, unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this report.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- The By-Laws and Regulations of the Institute require each Member and Candidate to control the use and distribution of each appraisal report signed by such Member or Candidate. Therefore, except as hereinafter provided, the party for whom this appraisal report was prepared may distribute copies of this appraisal report, in its entirety, to such third parties as may be selected by the party for whom this appraisal report was prepared; however, selected portions of this appraisal report shall not be given to third parties without the prior written consent of the signatory of this appraisal report. Further, neither all nor any part of this appraisal report shall be disseminated to the media, sales media or other media for public communication without the prior written consent of the signator of this appraisal report.
- As of the date of this report, I have completed the requirements of the continuing education program of the Appraisal Institute.

- I have made a personal inspection of the property that is the subject of this report.
- No one provided significant real property appraisal assistance to the person signing this certification.
- This appraisal assignment was not based upon a requested minimum valuation, a specific valuation, or approval of a loan.
- The appraiser did previously appraise this site for the same client in May 2015, September 2015 and February 2016.
- The undersigned appraiser has experience in appraising properties of this type and thus meets the competency requirements.

Stewart & Company, Inc.

William E. Stewart, MAI

State-Certified General Real Estate Appraiser-RZ233

Addenda

Qualifications of William E. Stewart

EDUCATION:

Graduate of The University of Florida in 1972

Bachelor of Science in Business Administration

Major in Real Estate and Urban Land Studies

Society of Real Estate Appraisers

Course 101: Introduction to Appraising Real Property, 1971 and 1984

Course 201: Principles of Income Property Valuation, 1975

Professional Practices Seminar, 1975 and 1979

American Institute of Real Estate Appraisers

Course II: Appraisal of Urban Properties, 1976

Course VI: Investment Analysis, 1979

Standards of Professional Practice: Ethics Seminar, 1980, 1986, and 1991

Seminars on varied subjects

MEMBERSHIPS:

Member (MAI) of the Appraisal Institute, Florida Gulf Coast Chapter Realtor Member of the Cape Coral Association of Realtors Accredited Cape Coral Residential Specialist Realtor

EXPERIENCE:

Hunnicutt & Associates, Inc., Private Appraisal Department, 1972-77 Associated with John Sawyer, MAI, SRPA, 1977-1978 Associated with Paul R. Jacobs, Inc., 1978 and 1979 Jacobs, Stewart & Associates, Inc., 1980 Stewart, Stephan & Bowen, Inc., 1980 to 2010 Stewart & Company, 1998 to Present

LICENSES:

State-Certified General Real Estate Appraiser RZ233 in Florida

MISCELLANEOUS:

Qualified as an expert witness in the Lee, Collier, Hendry, and Charlotte Counties Qualified as a fee appraiser by the Florida Department of Transportation Qualified as a fee appraiser by the Florida Department of Environmental Protection Qualified as a fee appraiser by the South Florida Water Management District

Glossary

This glossary contains the definitions of common words and phrases, used throughout the appraisal industry, as applied within this document. Please refer to the publications listed in the **Works Cited** section below for more information.

Works Cited:

- **§** Appraisal Institute. *The Appraisal of Real Estate*. 13th ed. Chicago: Appraisal Institute, 2008. Print.
- § Appraisal Institute. *The Dictionary of Real Estate Appraisal*. 5th ed. 2010. Print.

Effective Date

1. The date on which the analyses, opinion, and advice in an appraisal, review, or consulting service apply.

2. In a lease document, the date upon which the lease goes into effect.

(Dictionary, 5th Edition)

Exposure Time

- 1. The time a property remains on the market.
- 2. The estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective estimate based on an analysis of past events assuming a competitive and open market. (Dictionary, 5th Edition)

Extraordinary Assumption

An assumption, directly related to a specific assignment, which, if found to be false, could alter the appraiser's opinions or conclusions. Extraordinary assumptions presume as fact otherwise uncertain information about physical, legal, or economic characteristics of the subject property; or about conditions external to the property such as market conditions or trends; or about the integrity of data used in an analysis. (USPAP, 2010-2011 ed.) (Dictionary, 5th Edition)

Fee Simple Estate

Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat. (Dictionary, 5th Edition)

Highest & Best Use

The reasonably probable and legal use of vacant land or an improved property that is physically possible, appropriately supported, financially feasible, and that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity. Alternatively, the probable use of land or improved property—specific with respect to the user and timing of the use—that is adequately supported and results in the highest present value. (Dictionary, 5th Edition)

Highest and Best Use of Land or a Site as Though Vacant

Among all reasonable, alternative uses, the use that yields the highest present land value, after payments are made for labor, capital, and coordination. The use of a property based on the assumption that the parcel of land is vacant or can be

made vacant by demolishing any improvements. (Dictionary, 5th Edition)

Highest and Best Use of Property as Improved

The use that should be made of a property as it exists. An existing improvement should be renovated or retained as is so long as it continues to contribute to the total market value of the property, or until the return from a new improvement would more than offset the cost of demolishing the existing building and constructing a new one. (Dictionary, 5th Edition)

Hypothetical Condition

That which is contrary to what exists but is supposed for the purpose of analysis. Hypothetical conditions assume conditions contrary to known facts about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis. (Dictionary, 5th Edition)

Leased Fee Interest

A freehold (ownership interest) where the possessory interest has been granted to another party by creation of a contractual landlord-tenant relationship (i.e., a lease). (Dictionary, 5th Edition)

Market Area

The area associated with a subject property that contains its direct competition. (Dictionary, 5th Edition)

Market Value

The major focus of most real property appraisal assignments. Both economic and legal definitions of market value have been developed and refined.

- 1. The most widely accepted components of market value are incorporated in the following definition: The most probable price that the specified property interest should sell for in a competitive market after a reasonable exposure time, as of a specified date, in cash, or in terms equivalent to cash, under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, for self-interest, and assuming that neither is under duress.
- 2. Market value is described in the Uniform Standards of Professional Appraisal Practice (USPAP) as follows: A type of value, stated as an opinion, that presumes the transfer of a property (i.e., a right of ownership or a bundle of such rights), as of a certain date, under specific conditions set forth in the definition of the term identified by the appraiser as applicable in an appraisal. (USPAP, 2010-2011 ed.) USPAP also requires that certain items be included in every appraisal report. Among these items, the following are directly related to the definition of market value:
 - Identification of the specific property rights to be appraised.
 - Statement of the effective date of the value opinion.
 - Specification as to whether cash, terms equivalent to cash, or other precisely described financing terms are

- assumed as the basis of the appraisal.
- If the appraisal is conditioned upon financing or other terms, specification as to whether the financing or terms are at, below, or above market interest rates and/or contain unusual conditions or incentives. The terms of above—or below market interest rates and/or other special incentives must be clearly set forth: their contribution to, or negative influence on, value must be described and estimated; and the market data supporting the opinion of value must be described and explained.
- 3. The following definition of market value is used by agencies that regulate federally insured financial institutions in the United States: The most probable price that a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and the seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:
 - Buyer and seller are typically motivated;
 - Both parties are well informed or well advised,

- and acting in what they consider their best interests:
- A reasonable time is allowed for exposure in the open market;
- Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale. (12 C.F.R. Part 34.42(g); 55 Federal Register 34696, August 24, 1990, as amended at 57 Federal Register 12202, April 9, 1992; 59 Federal Register 29499, June 7, 1994)
- 4. The International Valuation Standards Council defines market value for the purpose of international standards as follows: The estimated amount for which a property should exchange on the date of valuation between a willing buyer and a willing seller in an arm's-length transaction after proper marketing wherein the parties had each acted knowledgeably, prudently, and without compulsion. (International Valuation Standards, 8th ed., 2007)
- 5. Market value is the amount in cash, or on terms reasonably equivalent to cash, for which in all probability the property would

have sold on the effective date of the appraisal, after a reasonable exposure of time on the open competitive market, from a willing and reasonably knowledgeable seller to a willing and reasonably knowledgeable buyer, with neither acting under any compulsion to buy or sell, giving due consideration to all available economic uses of the property at the time of the appraisal. (Uniform Standards for Federal Land Acquisitions) (Dictionary, 5th Edition)

Marketing Time

An opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value level during the period immediately after the effective date of the appraisal. Marketing time differs from exposure time, which is always presumed to precede the effective date of an appraisal. (Advisory Opinion 7 of the Standards Board of The Appraisal Foundation and Statement on Appraisal Standards No. 6, "Reasonable Exposure Time in Real Property and Personal Property Market Value Opinions" address the determination of reasonable exposure and marketing time). (Dictionary, 5th Edition)

Scope of Work

The type and extent of research and analyses in an assignment. (Dictionary, 5th Edition)

Real Estate Appraisal Report

Of

A Vacant Site 2120 SW 15th Place, Cape Coral Lee County, FL, 33991

As of April 27, 2017

Prepared For

Ms. Dawn Andrews, Property Broker
City of Cape Coral, Financial Services Department, Real Estate Division
P. O. Box 150027
Cape Coral, FL, 3915-0027

Prepared by

STEWART & COMPANY, INC.
5237 Summerlin Commons Boulevard, Suite 388
Fort Myers, Florida 33907

File Name: 17-008A

Stewart & Company

Stewart & Company

5237 Summerlin Commons Blvd., Suite 388 Ft. Myers, FL 33907 239-275-2207

E-mail:billstewart@stewartcoappraisal.com

Real Estate Analysts

June 26, 2017

Ms. Dawn Andrews, Property Broker City of Cape Coral, Financial Services Department, Real Estate Division P. O. Box 150027 Cape Coral, FL 3915-0027

Re: Real Estate Appraisal Report Vacant Site 2120 SW 15th Place, Cape Coral, Lee County, FL, 33991

File: 17-008A

Dear Ms. Andrews:

At your request, we have prepared an appraisal for the above referenced property, which may be briefly described as follows:

The subject is a vacant site containing approximately 10,000 square feet of land area.

Please reference page 5 of this report for important information regarding the scope of research and analysis for this appraisal, including property identification, inspection, highest and best use analysis and valuation methodology.

We certify that we have no present or contemplated future interest in the property beyond this estimate of value. The appraiser has previously appraised this site in September 2015 for the City of Cape Coral. In addition, this site was appraised by the appraiser in May 2015 as part of a larger parcel, also for the City of Cape Coral, and again in February 2016.

Your attention is directed to the Limiting Conditions and Assumptions section of this report (page 3). Acceptance of this report constitutes an agreement with these conditions and assumptions. In particular, we note the following:

Hypothetical Conditions:

• There are no Hypothetical Conditions for this appraisal.

Ms. Andrews City of Cape Coral, Financial Services Department, Real Estate Division June 26, 2017

Page 2

Extraordinary Assumptions:

• There are no Extraordinary Assumptions for this appraisal.

Based on the appraisal described in the accompanying report, subject to the Limiting Conditions and Assumptions, Extraordinary Assumptions and Hypothetical Conditions (if any), we have made the following value conclusion:

Current As Is Market Value:

The "As Is" market value of the Fee Simple estate of the property, as of April 27, 2017, is

Twenty Thousand Five Hundred Dollars (\$20,500)

The market exposure time preceding April 27, 2017 would have been 9 months and the estimated marketing period as of April 27, 2017 is 9 months.

Respectfully submitted,

Stewart & Company, Inc.

William E. Stewart, MAI

State-Certified General Real Estate Appraiser-RZ233

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Summary of Important Facts and Conclusions

GENERAL

Subject: Vacant Site

2120 SW 15th Place, Cape Coral,

Lee County, FL, 33991

Owner: Jesus and Nancy Blazquez

Legal Description: Lots 53 and 54, Block 4406, Cape Coral Unit 64, PB 21, Page 53,

Lee County

Date of Report: June 26, 2017

Intended Use: The intended use is to assist the client in negotiating to exchange

this site for a similar site owned by the client.

Intended User(s): The client, the City of Cape Coral, and its representatives. There

are no other proposed intended users.

Assessment:

Real Estate Assessment and Taxes					
Tax ID	Land	Total	County	Tax Rate	Taxes
			Rate		
27-44-23-C4-04406.0500	\$13,443	\$13,443	\$19.25	\$19.25	\$259

Notes: In addition to the ad valorem assessment, there are numerous

City of Cape Coral annual assessments which total \$3,622. The outstanding balance for the utility assessments is \$10,530, prorated from the total for the five lots in the same

ownership.

Sale History: The subject has not sold in the last three years, according to public

records.

There are no known listings, agreements for sale or options

involving the subject property.

Land:

Land Summary						
Parcel ID	Gross Land	Gross Land	Usable Land	Usable Land	Topography	Shape
	Area (Acres)	Area (SqFt)	Area (Acres)	Area (SqFt)		
Vacant Site	0.23	10,000	0.23	10,000	Level	Roughly rectangular

Zoning: The site is zoned MR, or Marketplace Residential, by the City of

Cape Coral. The site is designated CAC, or Commercial Activity

Center, on the Cape Coral Future Land Use Plan.

Highest and Best Use

of the Site:

Neighborhood commercial development or eventual multifamily

development

Type of Value: Market Value

Reconciled Value(s): As Is

Value Conclusion(s) \$20,500 Effective Date (s) April 27, 2017 Property Rights Fee Simple

Limiting Conditions and Assumptions

Acceptance of and/or use of this report constitutes acceptance of the following limiting conditions and assumptions; these can only be modified by written documents executed by both parties.

This appraisal is to be used only for the purpose stated herein. While distribution of this appraisal in its entirety is at the discretion of the client, individual sections shall not be distributed; this report is intended to be used in whole and not in part.

No part of this appraisal, its value estimates or the identity of the firm or the appraiser(s) may be communicated to the public through advertising, public relations, media sales, or other media.

All files, work papers and documents developed in connection with this assignment are the property of Stewart & Company, Inc.. Information, estimates and opinions are verified where possible, but cannot be guaranteed. Plans provided are intended to assist the client in visualizing the property; no other use of these plans is intended or permitted.

No hidden or unapparent conditions of the property, subsoil or structure, which would make the property more or less valuable, were discovered by the appraiser(s) or made known to the appraiser(s). No responsibility is assumed for such conditions or engineering necessary to discover them. Unless otherwise stated, this appraisal assumes there is no existence of hazardous materials or conditions, in any form, on or near the subject property.

Unless otherwise stated in this report, the existence of hazardous substances, including without limitation asbestos, polychlorinated biphenyl, petroleum leakage, or agricultural chemicals, which may or may not be present on the property, was not called to the attention of the appraiser nor did the appraiser become aware of such during the appraiser's inspection. The appraiser has no knowledge of the existence of such materials on or in the property unless otherwise stated. The appraiser, however, is not qualified to test for such substances. The presence of such hazardous substances may affect the value of the property. The value opinion developed herein is predicated on the assumption that no such hazardous substances exist on or in the property or in such proximity thereto, which would cause a loss in value. No responsibility is assumed for any such hazardous substances, or for any expertise or knowledge required to discover them.

Unless stated herein, the property is assumed to be outside of areas where flood hazard insurance is mandatory. Maps used by public and private agencies to determine these areas are limited with respect to accuracy. Due diligence has been exercised in interpreting these maps, but no responsibility is assumed for misinterpretation.

Good title, free of liens, encumbrances and special assessments is assumed. No responsibility is assumed for matters of a legal nature.

Necessary licenses, permits, consents, legislative or administrative authority from any local, state or Federal government or private entity are assumed to be in place or reasonably obtainable.

It is assumed there are no zoning violations, encroachments, easements or other restrictions which would affect the subject property, unless otherwise stated.

The appraiser(s) are not required to give testimony in Court in connection with this appraisal. If the appraisers are subpoenaed pursuant to a court order, the client agrees to pay the appraiser(s) Stewart & Company, Inc.'s regular per diem rate plus expenses.

Appraisals are based on the data available at the time the assignment is completed. Amendments/modifications to appraisals based on new information made available after the appraisal was completed will be made, as soon as reasonably possible, for an additional fee.

Americans with Disabilities Act (ADA) of 1990

A civil rights act passed by Congress guaranteeing individuals with disabilities equal opportunity in public accommodations, employment, transportation, government services, and telecommunications. Statutory deadlines become effective on various dates between 1990 and 1997. Stewart & Company, Inc. has not made a determination regarding the subject's ADA compliance or non-compliance. Non-compliance could have a negative impact on value; however this has not been considered or analyzed in this appraisal.

Definition of Market Value

The most probable price (in terms of money) which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition are the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- 1. The buyer and seller are typically motivated;
- 2. Both parties are well informed or well advised, and acting in what they consider their best interests;
- 3. A reasonable time is allowed for exposure in the open market;
- 4. Payment is made in terms of cash in United States dollars or in terms of financial arrangements comparable thereto;
- 5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

Source: 12 CFR Ch. V(1-1-11 Edition, 504.2(g), Office of Thrift Supervision

Scope of Work

According to the Uniform Standards of Professional Appraisal Practice, it is the appraiser's responsibility to develop and report a scope of work that results in credible results that are appropriate for the appraisal problem and intended user. Therefore, the appraiser must identify and consider:

- the client and intended users;
- the intended use of the report;
- the type and definition of value;
- the effective date of value;
- assignment conditions;
- typical client expectations; and
- typical appraisal work by peers for similar assignments.

This appraisal is prepared for Ms. Dawn Andrews, Property Broker, City of Cape Coral, Financial Services Department, Real Estate Division. The problem to be solved is to estimate the 'as is' market value of the subject property. The intended use is to assist the client in negotiating to exchange this site for a similar site owned by the client. This appraisal is intended for the use of client, the City of Cape Coral, and its representatives. There are no other intended users.

SCOPE OF WORK				
Report Type:	This is an Appraisal Report as defined by Uniform Standards of Professional Appraisal Practice under Standards Rule 2-2(a). This format provides a summary or description of the appraisal process, subject and market data and valuation analyses.			
Property Identification:	The subject has been identified by the legal description and the assessors' parcel number.			
Inspection:	An inspection of the subject was made from the adjacent road and from walking the site.			
Effective Date of Value:	April 27, 2017			
Market Area and Analysis of Market Conditions:	A complete analysis of market conditions has been made. The appraiser maintains and has access to comprehensive databases for this market area and has reviewed the market for sales and listings relevant to this analysis.			
Highest and Best Use Analysis:	A complete as vacant and as improved highest and best use analysis for the subject has been made. Physically possible, legally permissible and financially feasible uses were considered, and the maximally productive use was concluded.			

Type of Value:

Valuation Analyses

Market Value

Cost Approach: A cost approach was not applied as there are no

improvements for which costs can be considered. Therefore, this approach does not produce a credible

value estimate.

Sales Comparison

Approach:

A sales approach was applied as there is adequate data to develop a value estimate and this approach reflects

market behavior for this property type.

Income Approach: An income approach was not applied as the subject is not

an income producing property and there is no data to

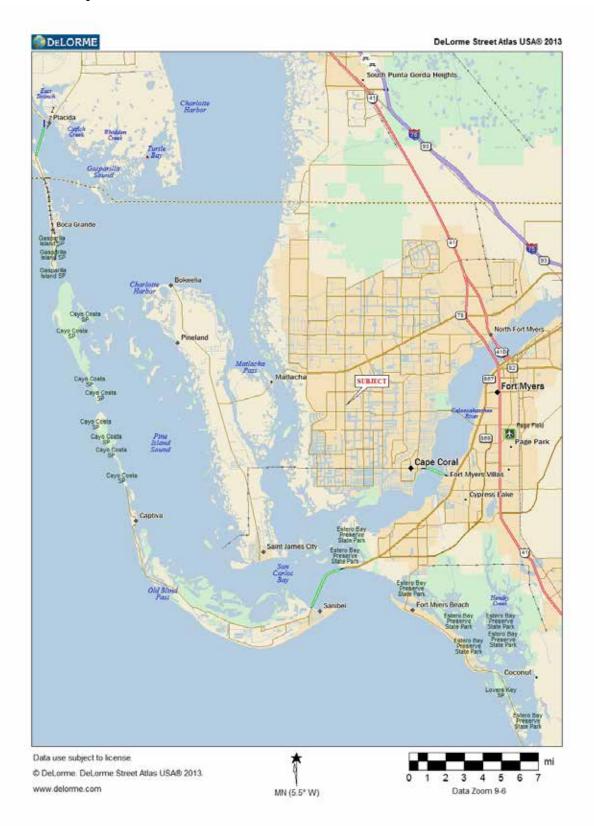
develop a value estimate with this approach.

Hypothetical Conditions: There are no Hypothetical Conditions for this appraisal.

Extraordinary Assumptions: There are no Extraordinary Assumptions for this

appraisal.

Location Map



Market Area Analysis

Lee County is located within the Southwest Florida coastal region, approximately 125 miles south of Tampa and 145 miles northwest of Miami. Lee County covers an area of roughly 1,013 square miles, within which are five incorporated cities. These cities include Fort Myers, Cape Coral, Bonita Springs, Sanibel, and the Town of Fort Myers Beach.

Lee County was recognized as one of the fastest growing counties in the United States, with an annual growth rate since 1970 of approximately 10% per year. The City of Cape Coral has the largest population within Lee County, with Fort Myers, Bonita Springs, the Town of Fort Myers Beach and the City of Sanibel ranking in that order. This rapid growth in population has, to a great extent, resulted from the immigration of elderly and retired people from other states in the United States, plus from other areas in Florida.

Much of the growth in the county has been in residential development, both within the incorporated cities and in unincorporated areas of the county. This residential development has taken the form of large structure developments, most including golf courses, throughout the county, plus significant individual single-family residences being built on existing platted lots in areas such as Cape Coral and Lehigh Acres. The residential markets in Lee County and the City of Cape Coral are again on the upswing after recovering from the recession that began in 2006. This recovery has resulted in increasing prices and activity.

The market for commercial properties has also been improving with increasing sales activity in many areas, and prices increasing in reaction to the increased demand. Demand for existing improved sites has also increased with corresponding increases in prices and occupancies.

The subject property is located one block east of Chiquita Boulevard, a major north/south artery in Cape Coral. The site is north of Veteran's Parkway, and south of Pine Island Road. Uses along Chiquita Boulevard are almost all commercial in character, with a mix of retail, professional office, restaurants, service facilities, churches and other general commercial uses. There are also residential uses along this road, but these are becoming less prevalent. The exception for residential would be for large sites which could be developed with mixed-use type projects, and there are very few of this type of site available.

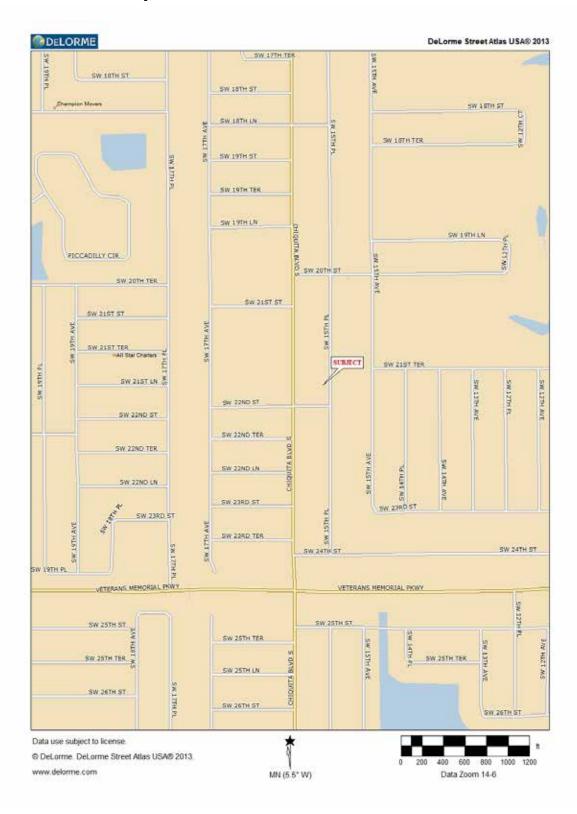
The age of the properties is also mixed, with many dating from the 1970's, and many newer properties from the early 2000's. Chiquita Boulevard is divided by a median, and left turns, both into and out of properties, are restricted in many areas.

Market activity along this area of Chiquita Boulevard is increasing, as are prices for developable parcels. There appears to be some increased demand for parcel with commercial and mixed use development potential. In the immediate area of the subject, many of the sites are zoned MR and have the CAC land use plan designation. Because of issues with smaller parcels, some amendments to these regulations are being considered that should allow easier development of smaller sites such as the subject.

The downtown business district of Cape Coral is located southeast of the subject near the intersection of Del Prado Boulevard and Cape Coral Parkway. This is the original commercial area for the city, and many of the buildings are aging. Commercial development within the city is moving to outlying areas as development has expanded. As the westernmost of the north/south arteries that connects Cape Coral Parkway to Pine Island Road, there is anticipated to be increasing demand for commercial and residential uses along Chiquita Boulevard.

In conclusion, Lee County and Cape Coral are in a developing stage, with some slowdown from recent years. The upward trend is expected to continue into the foreseeable future.

Market Area Map



Property Description

SITE

Location: The subject is located at 2120 SW 15th Place in Cape Coral. The site is on

the west side of SW 15th Place, north of SW 22nd Street

Current Use of the

Property:

The site is currently vacant, and part of a larger tax parcel containing five

platted lots.

Site Size: Total: 0.23 acres; 10,000 square feet.

The size of the subject site was taken from Lee County Property Appraiser records and the recorded plat plus other public records and is

used as no survey has yet been prepared on the site.

Usable: 0.23 acres; 10,000 square feet

The subject site is completely developable and considered usable area.

Shape: The site is roughly rectangular.

Frontage/Access: The subject property has good access with frontage directly onto SW 15th

Place. The site is just north of SW 22nd Street, which provides direct

access and north/south access to Chiquita Boulevard

Visibility: Average.

Topography: The subject has level topography at grade and no areas of wetlands.

Soil Conditions: The soil conditions observed at the subject appear to be typical of the

region and adequate to support development.

Utilities: Electricity: The site is served by public electricity.

Sewer: City sewer Water: City water

Adequacy: The available utilities are adequate for development of the

subject.

Site Improvements: • There are street lights

· There are no sidewalks

There are no curbs or gutters

• The landscaping consists of only sod.

Flood Zone: The subject is located in an area mapped by the Federal Emergency

Management Agency (FEMA). The subject is located in FEMA flood

zone X, which is classified as a flood hazard area.

FEMA Map Number: 12071C0385F FEMA Map Date: August 28, 2008

The subject is not in a flood zone.

Environmental Issues: There are no known environmental issues.

Encumbrance / Easements: There are no detrimental easements or encroachments

Site Comments: This is a very typical site within the subject market area.

Aerial Plat



Subject Photographs



SW 15th Place Looking Southerly past Subject



SW 15th Place Looking Northerly past Subject



Subject Site Looking Westerly from SW 15th Place



Subject Site Looking Easterly from the West Lot Line

Assessment and Taxes

Taxing Authority Lee County

Assessment Year 2016

Real Estate Assessment and Taxes					
Tax ID	Land	Total	County Rate	Tax Rate	Taxes
27-44-23-C4-04406.0500	\$13,443	\$13,443	\$19.25	\$19.25	\$259

Notes:

In addition to the ad valorem assessment, there are numerous City of Cape Coral annual assessments which total \$3,622. The outstanding balance for the utility assessments is \$10,530, prorated from the total for the five lots in the same ownership.

Comments

In addition to the ad valorem assessment, there are numerous City of Cape Coral assessments which total \$3,662,78. The subject sites are assessed as part of a larger parcel consisting of five platted lots. These assessments are pro-rated from the total assessments for the 5 lot site and the pro-rated amount was provided by my client. The ad valorem assessment and tax amount is for the entire 5 lot tax parcel of which the subject is a part. The tax amount and assessment for the subject is assumed to be pro-rata share of this amount.

Zoning

L	AND USE CONTROLS
Zoning Code	The site is actually zoned MR, or Marketplace Residential, and designated CAC, or Community Activity Center, on the future land use plan.
Zoning Description	The Marketplace Residential zoning district allows a variety of neighborhood commercial uses, and residential uses on large site. The subject site is not large enough for residential use. The CAC land use plan and the zoning are compatible.
	It has been reported by a representative of the City of Cape Coral that some changes to both the CAC land use plan and the MR zoning are being made to widen the ability for property owners to develop sites in these land use regulation with multi-family uses. The City is proposing to permit duplexes only for 'detached properties', or sites that lack assemblage opportunities or the ability to be commercial sites. This will allow more options for sites less than one acre in size. It was not reported when these changes would go into effect.
Current Use Legally Conforming	The subject is legal and conforming use.
Zoning Comments	The subject zoning is typical for the area and considered reasonable.

Highest and Best Use

Highest and best use may be defined as the reasonably probable and legal use of vacant land or improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value.

- 1. **Legally Permissible:** The land use regulations which govern legally permissible uses are the zoning and land use plan designation by Cape Coral. Legally permissible uses would include neighborhood commercial such as retail or office. Residential uses would not be permitted on the subject site. If the amendments to the land use plan and zoning are enacted, duplex use of the site may be permitted at some time in the futures.
- 2. **Physically Possible:** The only physically possible uses that are considered are those that are legally permissible. With a typical 10,000 square foot size, either small office or small retail uses would be physically possible on the site, and these types of uses are common in other areas of the City.
- 3. **Financially Feasible:** In considering financially feasible uses, market activity and demand within the market area of the subject is considered. At the present time there is increasing demand for neighborhood commercial uses in the area and development is occurring along the Chiquita Boulevard corridor. It is considered financially feasible to develop the site with neighborhood commercial uses as demand for these types of uses becomes strong enough to support development. With the potential changes in the land use plan, future residential use would also be feasible.
- 4. **Maximally Productive.** In my opinion, the maximally production use of the site is to develop it with a small commercial use, with the potential of waiting to see if the land use regulation changes do occur. Assuming the changes occur, a residential use would represent highest and bst use.

Highest and Best Use of the Site

The highest and best use of the site, as vacant, is for development with a residential use consistent with the changes in the land use plan. This development would occur as demand warrants within the area.

Valuation Methodology

Three basic approaches may be used to arrive at an estimate of market value. They are:

- 1. The Cost Approach
- 2. The Income Approach
- 3. The Sales Comparison Approach

Cost Approach

The Cost Approach is summarized as follows:

Cost New

- Depreciation
- + Land Value
- = Value

Income Approach

The Income Approach converts the anticipated flow of future benefits (income) to a present value estimate through a capitalization and or a discounting process.

Sales Comparison Approach

The Sales Comparison Approach compares sales of similar properties with the subject property. Each comparable sale is adjusted for its inferior or superior characteristics. The values derived from the adjusted comparable sales form a range of value for the subject. By process of correlation and analysis, a final indicated value is derived.

Final Reconciliation

The appraisal process concludes with the Final Reconciliation of the values derived from the approaches applied for a single estimate of market value. Different properties require different means of analysis and lend themselves to one approach over the others.

Analyses Applied

A **cost analysis** was considered and was not developed because there are no improvements for which costs can be considered. Therefore, this approach does not produce a credible value estimate.

A sales comparison analysis was considered and was developed because there is adequate data to develop a value estimate and this approach reflects market behavior for this property type.

An **income analysis** was considered and was not developed because the subject is not an income producing property and there is no data to develop a value estimate with this approach.

Sales Comparison Approach – Land Valuation

The Sales Comparison Approach is based on the premise that a buyer would pay no more for a specific property than the cost of obtaining a property with the same quality, utility, and perceived benefits of ownership. It is based on the principles of supply and demand, balance, substitution and externalities. The following steps describe the applied process of the Sales Comparison Approach.

- The market in which the subject property competes is investigated; comparable sales, contracts for sale and current offerings are reviewed. The sales are first being analyzed as if the parcels are selling fee and clear, without the outstanding assessment to which the subject and the comparables are encumbered. After arriving at this estimate, the actual outstanding assessments for the subject are subtracted to arrive at a market value with the buyer assuming outstanding assessments, which is typical in the market.
- The most pertinent data is further analyzed and the quality of the transaction is determined.
- The most meaningful unit of value for the subject property is determined.
- Each comparable sale is analyzed and where appropriate, adjusted to equate with the subject property.
- The value indication of each comparable sale is analyzed and the data reconciled for a final indication of value via the Sales Comparison Approach.

Land Comparables

We have researched three sale comparables and two listings for this analysis; these are documented on the following pages followed by a location map and analysis grid. All sales have been researched through numerous sources, inspected and verified by a party to the transaction. The cash equivalent price shown is the sales price plus the total of the outstanding assessments. It is typical within this market for the purchaser of a site to assume all assessments, and that is how the subject and the sales are analyzed.

Land Sale No. 1



Property Identification

Record ID 7943

Property Type Commercial, Mixed-Use

Address 1912 SW 15th Place, Cape Coral, Lee County, Florida 33991

Tax ID 27-44-23-C1-04414.0520

Sale Data

Grantor United Petro Management Inc. **Grantee** Strategic Rental Properties, FL, LLC

Sale DateSeptember 06, 2016Deed Book/Page2016000192078Property RightsFee simpleConditions of SaleArm's lengthFinancingCash to seller

Sale History None in the prior three years

Legal Desc. Lots 52-55, Block 4414, Cape Coral Unit 63

Verification Public records

Sale Price\$49,900Cash Equivalent\$49,900

Upward Adjustment \$21,764 Fees and assessments assumed

Adjusted Price \$71,664

Land Data

Zoning MR, Marketplace Residential

Land Sale No. 1 (Cont.)

Topography Level and cleared

UtilitiesFull publicShapeRectangularFlood InfoAE-7

Future Land Use Plan Commercial Activity Center-Cape Coral Highest and Best Use Neighborhood commercial development

Access Good

Land Size Information

Gross Land Size 0.459 Acres or 19,994 SF

Indicators

Sale Price/Gross Acre\$156,131 AdjustedSale Price/Gross SF\$3.58 Adjusted

Remarks

This site, while not fronting on the main artery of Chiquita Boulevard, has land use regulations that dictate commercial development.

Land Sale No. 2



Property Identification

Record ID 7941

Property Type Commercial, Mixed-Use

Address 1616 SW 15th Place, Cape Coral, Lee County, Florida 33991

Tax ID 27-44-23-C1-04415.0390

Sale Data

Grantor Daniel Sudol and Karen Sudol

Grantee Lynn Franklin LLC
Sale Date November 10, 2016
Deed Book/Page 2016000257340
Property Rights Fee simple
Conditions of Sale Arm's length
Financing Cash to seller

Sale History None in the prior three years

Legal Desc. Lots 39, 40, 41 and 42, Block 4415, Cape Coral Unit 63

Verification Public records

Sale Price\$15,000Cash Equivalent\$15,000

Upward Adjustment \$23,589 Assumed assessments and fees

Adjusted Price \$38,589

Land Sale No. 2 (Cont.)

Land Data

Zoning MR, Marketplace Residential

Topography Level and cleared

UtilitiesFull publicShapeRectangular

Future Land Use Plan Commercial Activity Center-Cape Coral Highest and Best Use Neighborhood commercial development

Access Good

Land Size Information

Gross Land Size 0.496 Acres or 21,606 SF

Indicators

Sale Price/Gross Acre\$77,800 AdjustedSale Price/Gross SF\$1.79 Adjusted

Remarks

This site, while not fronting on the main artery of Chiquita Boulevard, has land use regulations that dictate commercial development.

Land Sale No. 3



Property Identification

Record ID 7942

Property Type Commercial, Mixed-Use

Address 1814 SW 15th Place, Cape Coral, Lee County, Florida 33991

Tax ID 27-44-23-C1-04414.0360

Sale Data

Grantor 4CI-International LLC

Grantee Sanibel Blake Development LLC

Sale DateNovember 10, 2016Deed Book/Page2016000245681Property RightsFee simpleConditions of SaleArm's lengthFinancingCash to seller

Sale History None in the prior three years

Legal Desc. Lots 36-41, Block 4414, Cape Coral Unit 63

Verification Public records

Sale Price\$75,000Cash Equivalent\$75,000

Upward Adjustment \$30,889 Fees and assessments assumed

Adjusted Price \$105,889

Land Sale No. 3 (Cont.)

Land Data

Zoning MR, Marketplace Residential

Topography Level and cleared

Utilities Full public Shape Rectangular

Flood Info AE-7

Future Land Use Plan Commercial Activity Center-Cape Coral Highest and Best Use Neighborhood commercial development

Access Good

Land Size Information

Gross Land Size 0.689 Acres or 30,013 SF

Indicators

Sale Price/Gross Acre \$153,685 Adjusted Sale Price/Gross SF \$3.53 Adjusted

Remarks

This site, while not fronting on the main artery of Chiquita Boulevard, has land use regulations that dictate commercial development.

Land Listing No. 4



Property Identification

Record ID 7947

Property Type Commercial, Mixed-Use

Address 1920 SW 15th Place, Cape Coral, Lee County, Florida 33991

Tax ID 27-44-23-C1-04414.0560

Sale Data

Grantor Sullico II, LLC
Survey Date April 25, 2017
Deed Book/Page 2016000192078
Property Rights Fee simple
Conditions of Sale Arm's length
Financing Cash to seller

Sale History None in the prior three years

Legal Desc. Lots 56-58, Block 4414, Cape Coral Unit 63

Verification Listing broker; Other sources: Realtor.com and Public records,

Confirmed by William Stewart

Listing Price \$25,000 Cash Equivalent \$25,000

Upward Adjustment \$21,036 Fees and assessments assumed

Adjusted Price \$46,036

Land Listing No. 4 (Cont.)

Land Data

Zoning MR, Marketplace Residential

Topography Level and cleared

Utilities Full public
Shape Rectangular

Flood Info AE-7

Future Land Use Plan Commercial Activity Center-Cape Coral Highest and Best Use Neighborhood commercial development

Access Good

Land Size Information

Gross Land Size 0.344 Acres or 14,985 SF

Indicators

Sale Price/Gross Acre \$133,826 Adjusted Sale Price/Gross SF \$3.07 Adjusted

Remarks

This site, while not fronting on the main artery of Chiquita Boulevard, has land use regulations that dictate commercial development.

Land Listing No. 5



Property Identification

Record ID 7948

Property Type Commercial, Mixed-Use

Address 1928 SW 15th Place, Cape Coral, Lee County, Florida 33991

Tax ID 27-44-23-C1-04414.0590

Sale Data

Grantor Sullico II, LLC
Survey Date April 25, 2017
Deed Book/Page 2016000192078
Property Rights Fee simple
Conditions of Sale Arm's length
Financing Cash to seller

Sale History None in the prior three years

Legal Desc. Lots 56-58, Block 4414, Cape Coral Unit 63

Verification Listing broker; Other sources: Realtor.com and Public records,

Confirmed by William Stewart

Listing Price \$38,000 Cash Equivalent \$38,000

Upward Adjustment \$26,248 Fees and assessments assumed

Adjusted Price \$64,248

Land Data

Zoning MR, Marketplace Residential

Topography Level and cleared

Land Listing No. 5 (Cont.)

UtilitiesFull publicShapeRectangular

Flood Info AE-7

Future Land Use Plan Commercial Activity Center-Cape Coral Highest and Best Use Neighborhood commercial development

Access Good

Land Size Information

Gross Land Size 0.459 Acres or 19,994 SF

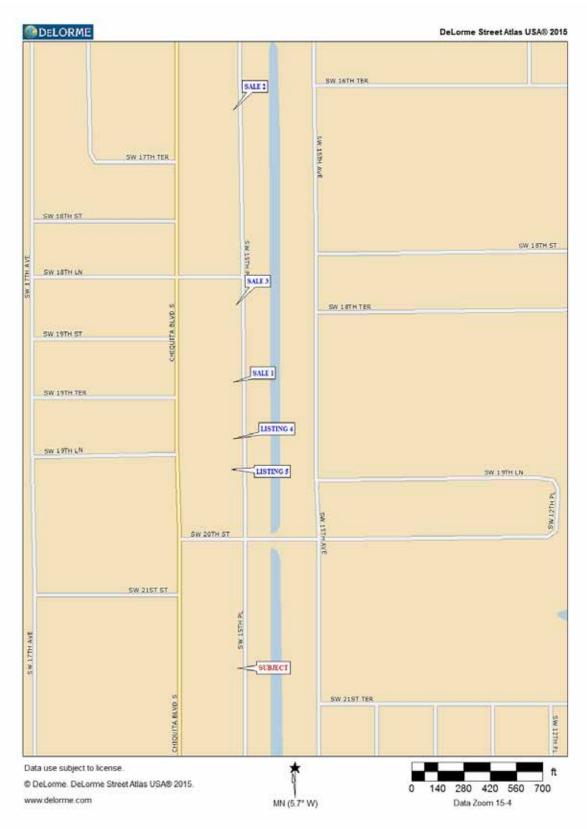
Indicators

Sale Price/Gross Acre\$139,974 AdjustedSale Price/Gross SF\$3.21 Adjusted

Remarks

This site, while not fronting on the main artery of Chiquita Boulevard, has land use regulations that dictate commercial development.

Comparable Sales Map



Analysis

The above sales have been analyzed and compared with the subject property. We have considered adjustments in the areas of:

Ÿ Property Rights Sold
Ÿ Financing
Ÿ Location
Ÿ Conditions of Sale
Ÿ Infrastructure
Ÿ Zoning and Land Use

Comparable Land Sale Comparisons

Property Rights

All of the sales transferred fee simple interest and no adjustments are considered necessary.

Financing

All sales have typical financing or are cash sales and no adjustments are considered necessary.

Conditions of Sale

All sales are considered typical market transactions and no adjustments are considered necessary.

Economic Trends

Prices within the area have been increasing, but the prices for the sales and listings have a somewhat erratic pattern. The lowest sale is Number 2 which occurred in November 2016, but Sales Number 1 and Number 3 within the same time frame had significantly higher prices. The listings of very similar sites are lower than the recent sales. This type of erratic pattern is not atypical in areas that are in transition as the subject area appears to be with the potential amendments to the MR zoning and CAC land use.

Location

All of the sales are considered to have locational influences similar to the subject.

Zoning/Future Land Use

All of the sales have the same land use regulations as the subject.

Topography

All of the sales have similar topography.

Access

All of the sales are considered to have access similar to the subject.

Utilities

Utility availability to each of the sales is comparable to the subject, and no adjustments are considered necessary. However, adjustments to the sales prices for each sale were made to reflect outstanding utility and other assessments.

Sales Comparison Approach Conclusion – Land Valuation

The comparable sales are all relatively recent sales of similar sites in the same general area of Cape Coral. All of the sales and listings are very similar to the subject, and the comparisons provide a good indication of value for the subject.

After considered all of the available data and the analysis of the date, the estimated unit value for the subject is \$3.10 per square foot. Multiplying this by the 10,000 square feet in the site provides an estimate value as if unencumbered by the assessments of \$31,000. From this must be subtracted the estimated prorated outstanding assessments previously estimated to be \$10,530, for a value as-is of \$20,470. This is rounded to \$20,500.

Marketing Time and Exposure Time

Marketing time is the opinion of the amount of time it might take to a real property interest at the estimated market value during the period immediately after the effective date of the appraisal. Exposure time is the amount of time estimated for the property to have been listed prior to the effective date of the appraisal to sell on the effective date of appraisal. See page 46 in the Glossary in the Addendum to the appraisal for complete definitions and the source of the definition.

In the case of the subject property the market is active and the marketing time and exposure time are considered to be the same. After examining the available sales data and listed properties, it is our opinion that the marketing time is 9 months and the exposure time is 9 months.

Final Reconciliation

The process of reconciliation involves the analysis of each approach to value. The quality of data applied, the significance of each approach as it relates to market behavior and defensibility of each approach are considered and weighed. Finally, each is considered separately and comparatively with each other.

Value Indication

Sales Comparison Approach – Land Value: \$20,500

Sales Comparison Approach

The sales comparison approach best reflects the actions of participants in the market for properties similar to the subject. Adequate comparable sales data is available for comparison to the subject, and in my opinion this approach to value produces a credible value estimate. As discussed previously, this estimate is market based and the purchaser assumes all outstanding assessments.

Value Conclusion

Based on the data and analyses developed in this appraisal, we have reconciled to the following value conclusion, as of April 27, 2017, subject to the Limiting Conditions and Assumptions of this appraisal.

Reconciled Value: Premise: As Is

Interest: Fee Simple

Value Conclusion: \$20,500

Twenty Thousand Five Hundred Dollars

Stewart & Company, Inc.

William E. Stewart, MAI

State-Certified General Real Estate Appraiser-RZ233

Certification Statement

I certify that, to the best of my knowledge and belief,...

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions as well as requirements (if any), and are my personal, unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this report.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- The By-Laws and Regulations of the Institute require each Member and Candidate to control the use and distribution of each appraisal report signed by such Member or Candidate. Therefore, except as hereinafter provided, the party for whom this appraisal report was prepared may distribute copies of this appraisal report, in its entirety, to such third parties as may be selected by the party for whom this appraisal report was prepared; however, selected portions of this appraisal report shall not be given to third parties without the prior written consent of the signatory of this appraisal report. Further, neither all nor any part of this appraisal report shall be disseminated to the media, sales media or other media for public communication without the prior written consent of the signator of this appraisal report.
- As of the date of this report, I have completed the requirements of the continuing education program of the Appraisal Institute.

- I have made a personal inspection of the property that is the subject of this report.
- No one provided significant real property appraisal assistance to the person signing this certification.
- This appraisal assignment was not based upon a requested minimum valuation, a specific valuation, or approval of a loan.
- The appraiser did previously appraise this site for the same client in May 2015 and September 2015 and February 2016.
- The undersigned appraiser has experience in appraising properties of this type and thus meets the competency requirements.

Stewart & Company, Inc.

William E. Stewart, MAI

State-Certified General Real Estate Appraiser-RZ233

Addenda

Qualifications of William E. Stewart

EDUCATION:

Graduate of The University of Florida in 1972

Bachelor of Science in Business Administration

Major in Real Estate and Urban Land Studies

Society of Real Estate Appraisers

Course 101: Introduction to Appraising Real Property, 1971 and 1984

Course 201: Principles of Income Property Valuation, 1975

Professional Practices Seminar, 1975 and 1979

American Institute of Real Estate Appraisers

Course II: Appraisal of Urban Properties, 1976

Course VI: Investment Analysis, 1979

Standards of Professional Practice: Ethics Seminar, 1980, 1986, and 1991

Seminars on varied subjects

MEMBERSHIPS:

Member (MAI) of the Appraisal Institute, Florida Gulf Coast Chapter Realtor Member of the Cape Coral Association of Realtors Accredited Cape Coral Residential Specialist Realtor

EXPERIENCE:

Hunnicutt & Associates, Inc., Private Appraisal Department, 1972-77 Associated with John Sawyer, MAI, SRPA, 1977-1978 Associated with Paul R. Jacobs, Inc., 1978 and 1979 Jacobs, Stewart & Associates, Inc., 1980 Stewart, Stephan & Bowen, Inc., 1980 to 2010 Stewart & Company, 1998 to Present

LICENSES:

State-Certified General Real Estate Appraiser RZ233 in Florida

MISCELLANEOUS:

Qualified as an expert witness in the Lee, Collier, Hendry, and Charlotte Counties Qualified as a fee appraiser by the Florida Department of Transportation Qualified as a fee appraiser by the Florida Department of Environmental Protection Qualified as a fee appraiser by the South Florida Water Management District

Glossary

This glossary contains the definitions of common words and phrases, used throughout the appraisal industry, as applied within this document. Please refer to the publications listed in the **Works Cited** section below for more information.

Works Cited:

- § Appraisal Institute. *The Appraisal of Real Estate*. 13th ed. Chicago: Appraisal Institute, 2008. Print.
- § Appraisal Institute. *The Dictionary of Real Estate Appraisal*. 5th ed. 2010. Print.

Effective Date

1. The date on which the analyses, opinion, and advice in an appraisal, review, or consulting service apply.

2. In a lease document, the date upon which the lease goes into effect.

(Dictionary, 5th Edition)

Exposure Time

- 1. The time a property remains on the market
- 2. The estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective estimate based on an analysis of past events assuming a competitive and open market. (Dictionary, 5th Edition)

Extraordinary Assumption

An assumption, directly related to a specific assignment, which, if found to be false, could alter the appraiser's opinions or conclusions. Extraordinary assumptions presume as fact otherwise uncertain information about physical, legal, or economic characteristics of the subject property; or about conditions external to the property such as market conditions or trends; or about the integrity of data used in an analysis. (USPAP, 2010-2011 ed.) (Dictionary, 5th Edition)

Fee Simple Estate

Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat. (Dictionary, 5th Edition)

Highest & Best Use

The reasonably probable and legal use of vacant land or an improved property that is physically possible, appropriately supported, financially feasible, and that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity. Alternatively, the probable use of land or improved property—specific with respect to the user and timing of the use—that is adequately supported and results in the highest present value. (Dictionary, 5th Edition)

Highest and Best Use of Land or a Site as Though Vacant

Among all reasonable, alternative uses, the use that yields the highest present land value, after payments are made for labor, capital, and coordination. The use of a property based on the assumption that the parcel of land is vacant or can be

made vacant by demolishing any improvements. (Dictionary, 5th Edition)

Highest and Best Use of Property as Improved

The use that should be made of a property as it exists. An existing improvement should be renovated or retained as is so long as it continues to contribute to the total market value of the property, or until the return from a new improvement would more than offset the cost of demolishing the existing building and constructing a new one. (Dictionary, 5th Edition)

Hypothetical Condition

That which is contrary to what exists but is supposed for the purpose of analysis. Hypothetical conditions assume conditions contrary to known facts about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis. (Dictionary, 5th Edition)

Leased Fee Interest

A freehold (ownership interest) where the possessory interest has been granted to another party by creation of a contractual landlord-tenant relationship (i.e., a lease). (Dictionary, 5th Edition)

Market Area

The area associated with a subject property that contains its direct competition. (Dictionary, 5th Edition)

Market Value

The major focus of most real property appraisal assignments. Both economic and legal definitions of market value have been developed and refined.

- 1. The most widely accepted components of market value are incorporated in the following definition: The most probable price that the specified property interest should sell for in a competitive market after a reasonable exposure time, as of a specified date, in cash, or in terms equivalent to cash, under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, for self-interest, and assuming that neither is under duress.
- 2. Market value is described in the Uniform Standards of Professional Appraisal Practice (USPAP) as follows: A type of value, stated as an opinion, that presumes the transfer of a property (i.e., a right of ownership or a bundle of such rights), as of a certain date, under specific conditions set forth in the definition of the term identified by the appraiser as applicable in an appraisal. (USPAP, 2010-2011 ed.) USPAP also requires that certain items be included in every appraisal report. Among these items, the following are directly related to the definition of market value:
 - Identification of the specific property rights to be appraised.
 - Statement of the effective date of the value opinion.
 - Specification as to whether cash, terms equivalent to cash, or other precisely described financing terms are

- assumed as the basis of the appraisal.
- If the appraisal is conditioned upon financing or other terms, specification as to whether the financing or terms are at, below, or above market interest rates and/or contain unusual conditions or incentives. The terms of above—or below market interest rates and/or other special incentives must be clearly set forth: their contribution to, or negative influence on, value must be described and estimated; and the market data supporting the opinion of value must be described and explained.
- 3. The following definition of market value is used by agencies that regulate federally insured financial institutions in the United States: The most probable price that a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and the seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:
 - Buyer and seller are typically motivated;
 - Both parties are well informed or well advised,

- and acting in what they consider their best interests:
- A reasonable time is allowed for exposure in the open market;
- Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale. (12 C.F.R. Part 34.42(g); 55 Federal Register 34696, August 24, 1990, as amended at 57 Federal Register 12202, April 9, 1992; 59 Federal Register 29499, June 7, 1994)
- 4. The International Valuation Standards Council defines market value for the purpose of international standards as follows: The estimated amount for which a property should exchange on the date of valuation between a willing buyer and a willing seller in an arm's-length transaction after proper marketing wherein the parties had each acted knowledgeably, prudently, and without compulsion. (International Valuation Standards, 8th ed., 2007)
- 5. Market value is the amount in cash, or on terms reasonably equivalent to cash, for which in all probability the property would

have sold on the effective date of the appraisal, after a reasonable exposure of time on the open competitive market, from a willing and reasonably knowledgeable seller to a willing and reasonably knowledgeable buyer, with neither acting under any compulsion to buy or sell, giving due consideration to all available economic uses of the property at the time of the appraisal. (Uniform Standards for Federal Land Acquisitions) (Dictionary, 5th Edition)

Marketing Time

An opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value level during the period immediately after the effective date of the appraisal. Marketing time differs from exposure time, which is always presumed to precede the effective date of an appraisal. (Advisory Opinion 7 of the Standards Board of The Appraisal Foundation and Statement on Appraisal Standards No. 6, "Reasonable Exposure Time in Real Property and Personal Property Market Value Opinions" address the determination of reasonable exposure and marketing time). (Dictionary, 5th Edition)

Scope of Work

The type and extent of research and analyses in an assignment. (Dictionary, 5th Edition)

Item Number: B.(9)

Meeting Date: 5/14/2018

Item Type: CONSENT AGENDA

AGENDA REQUEST FORM CITY OF CAPE CORAL



TITLE:

Resolution 112-18 Approve the additional funding for the removal of Hurricane Vegetative Debris on vacant lots utilizing the City's current Disaster Debris Removal Contractor TAG Grinding Services, Inc.; Authorizing the funding from the Lot Mowing Program Special Revenue Fund; and Authorize the City Manager or designee to execute the amendment to the contract. On February 5, 2018, Council approved Resolution 39-18 with TAG Grinding Services, Inc. for the removal and disposal of fallen trees (hurricane vegetative debris) from vacant lots in the amount of \$750,000; Department: Public Works; Estimated Dollar Amount: \$1,080,000; (Lot Mowing Fund)

REQUESTED ACTION:

Approve or Deny

STRATEGIC PLAN INFO:

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

2. Is this a Strategic Decision? Yes

If Yes, Priority Goals Supported are listed below.

If No, will it harm the intent or success of

the Strategic Plan?

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

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

PLANNING & ZONING/HEARING EXAMINER/STAFF RECOMMENDATIONS:

SUMMARY EXPLANATION AND BACKGROUND:

- 1. A State of emergency was declared on Tuesday, September 5, 2017 at 4 pm due to Hurricane Irma. The Hurricane impacted the City of Cape Coral on Sunday, September 10, 2017
- 2. On February 5, 2018, Council approved Resolution 39-18 to contract with TAG Grinding Services, Inc. for the removal and disposal of fallen trees (hurricane vegetative debris) from vacant lots using reserves in the Lot Mowing Program.
- 3. The City presently has a Lot Mowing program wherein the unimproved lots throughout the City are moved to eliminate code violations. The costs for the lot mowing are paid for by the lot owners who are assessed an annual fee. The program includes removal of invasive

- species including Pepper trees and Australian Pines. There are approximately 63,000 private vacant lots in the City's Lot Mowing Program.
- 4. The fallen trees on private vacant lots causes health and safety concerns such as Fire Hazard, Nests for vermin, Impact to the Burrowing Owl and Gopher Tortoises and difficulty in moving the vacant lots.
- 5. During the first phase of the project, it was determined that additional funds are going to be needed to complete the tree removal from vacant lots. The attached map shows the areas cleared of fallen trees and the areas that still need to be cleared.
- 6. The monies approved under Resolution 39-18, with TAG Grinding Services, Inc. in the amount of \$750,000 for the vacant lot tree removal has been expended. Public Works is requesting approval for an additional \$1,080,000 with TAG Grinding to complete the tree removal on the vacant lots.
- 7. If approved, the total cost for the vacant lot tree removal will be \$1,830,000 (\$750,000 + \$1,080,000).
- 8. Staff has negotiated a lower cost, with TAG Grinding Services, Inc., due to economies of scale and is requesting for the amendment to the contract be approved pursuant to the City of Cape Coral Code of Ordinances, Article VII: Purchase and Sale of Real and Personal Property, Section 2-144 (C) Sole and Single Source purchases (2) (b) "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. Staff is recommending a one time actual cost not to exceed fee of \$15 per vacant lot through the City's Lot Mowing Program in FY2019. The \$15 will replenish the reserve fund in the approximate amount of \$930,000. The Final Resolution for the Lot Mowing Assessment will be brought forward around July/August timeframe 2018.
- 10. Funding: Reserves in the Lot Mowing Program Special Revenue Fund which will be brought forward on Budget Amendment #2.

LEGAL REVIEW:

Legal reviewed amendment

EXHIBITS:

Department Memo Map Resolution 112-18 Resolution 39-18 for reference

PREPARED BY:

Wanda Roop Division- Procurement Department-Finance

SOURCE OF ADDITIONAL INFORMATION:

Paul Clinghan, Public Works Director

ATTACHMENTS:

Description

- Department Memo
- **ы** Мар
- n Resolution 112-18
- Resolution 39-18 for reference

Туре

Backup Material Backup Material Resolution Backup Material

CITY OF CAPE CORAL PUBLIC WORKS DEPARTMENT

TO:

John Szerlag, City Manager

FROM:

Victoria Bateman, Financial Services Directo

Paul Clinghan, Public Works Director PRC

Mark Ridenour, Facilities Manager MR

DATE:

May 8, 2018

SUBJECT:

Update on Hurricane Irma Vacant Lot Debris Removal

On February 5, 2018, Council approved Resolution 39-18 to hire TAG Grinding Services, Inc. for the removal and disposal of fallen trees (hurricane vegetative debris) from vacant lots using reserves in the Lot Mowing Program. Staff also recommended to Council a one-time increase not to exceed \$15 per 10,000 square foot of vacant lot in the FY 2019 Lot Mowing Assessment. The \$15 will replenish the reserve fund resulting in approximately \$930,000 that could be used for tree removal.

In February 2018, Tag Grinding Services, Inc. began removing hurricane vegetative debris (primarily Australian Pines) from the vacant lots. During the first phase of the project, it was determined that additional funds are going to be needed to complete the tree removal from vacant lots. The attached map shows the areas cleared of fallen trees and the areas that still need to be cleared.

Additional funding of \$900,000 is required to complete the tree removal. The additional funds are available through the Lot Mowing Program by using reserves and the Pepper Tree/Australian Pines/Invasive Species Removal Program budget in FY18. The total available funding for tree removal is \$1,830,000 (\$930,000 + \$900,000).

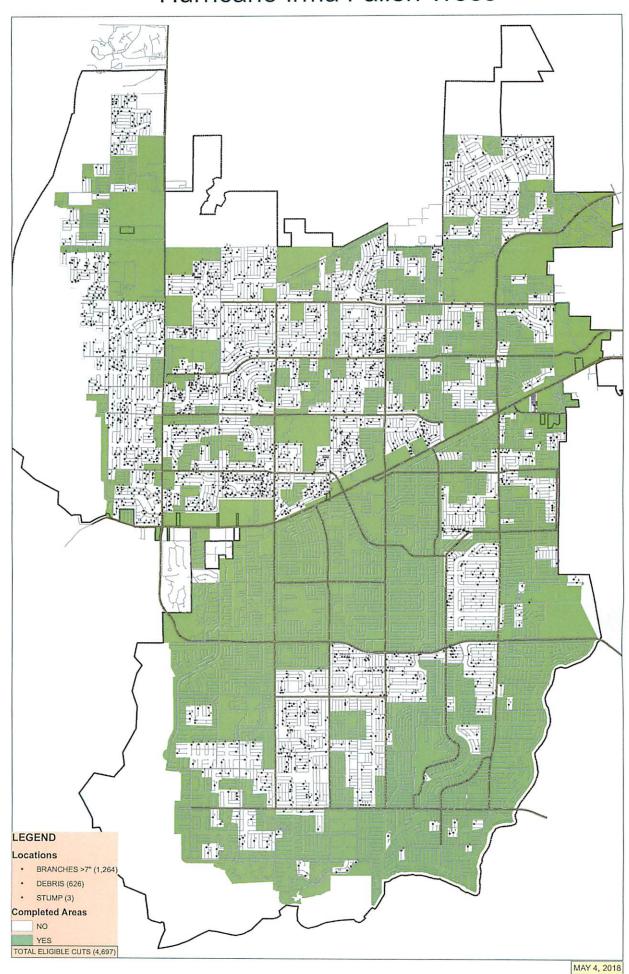
Separate funding of \$240,000 is still available for complaint driven requests to remove the Pepper Trees in FY18 and will start in the next few weeks. The standard Pepper Tree/Australian Pines/Invasive Species Removal Program that focuses on Pepper Tree removal will return in FY19.

TAG Grinding's existing contract for vacant lot tree removal is \$750,000 and has been expended. Staff has negotiated the cost lower due to economies of scale. Public Works is requesting approval for an additional \$1,080,000 with TAG Grinding to complete the tree removal on the vacant lots. The total TAG Grinding contract for vacant lot tree removal is \$1,830,000 (\$750,000 + \$1,080,000).

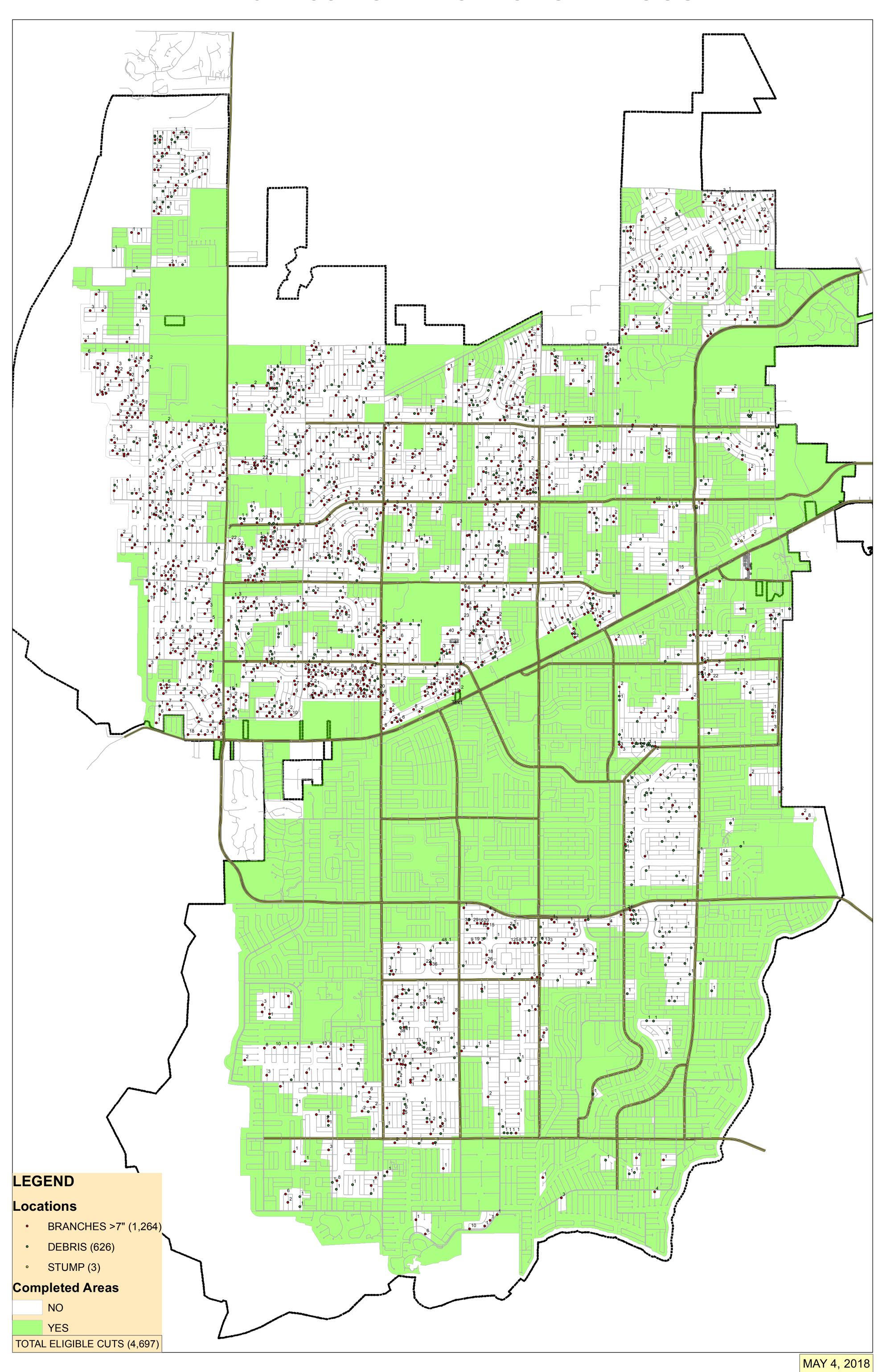
For comparison, the Hurricane Irma debris removal contract with TAG Grinding from the City's ROW and canals is approx. \$9,800,000.

Attachment: Hurricane Irma Fallen Trees Map

Hurricane Irma Fallen Trees



Hurricane Irma Fallen Trees



RESOLUTION 112 - 18

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CAPE CORAL APPROVING AMENDMENT #1 TO THE CONTRACT FOR VACANT LOT CLEARING SERVICES BETWEEN THE CITY OF CAPE CORAL AND TAG GRINDING SERVICES, INC.; AUTHORIZING ADDITIONAL FUNDING IN THE AMOUNT OF \$1,080,000 FROM THE LOT MOWING SPECIAL REVENUE FUND RESERVES; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE THE CONTRACT AMENDMENT; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Hurricane Irma, which impacted the City of Cape Coral on September 10, 2017, left approximately 2,500 downed trees on unimproved privately-owned lots throughout the City, the vast majority of which are included in the City's Lot Mowing Program; and

WHEREAS, the resulting vegetative debris, including but not limited to downed Australian Pines and Brazilian Pepper Trees, is a danger to the community and is interfering with the mowing of unimproved lots participating in the City's Lot Mowing Program; and

WHEREAS, the City entered into a contract with TAG Grinding Services, Inc., attached hereto as Exhibit 1, for City-wide vacant lot downed and damaged tree removal services, in accordance with Glades County Board of County Commissioners Request for Proposal #5-2015, in the estimated amount of \$750,000; and

WHEREAS, during the first phase of the vegetative debris removal project, City staff determined that the scope of the services approved in the contract with TAG Grinding Services, Inc., needed to be expanded in order to complete the tree removal from all unimproved privately-owned lots throughout the City; and

WHEREAS, staff is requesting approval for additional funding for the expanded services required to complete the hurricane-related downed and damaged tree removal from the Lot Mowing Special Revenue Fund Reserves in the amount of \$1,080,000; and

WHEREAS, Amendment #1 to the Contract for Vacant Lot Clearing Services with TAG Grinding Services, Inc., attached hereto as Exhibit 2, modifies the contract scope by increasing the size of tree cuts, modifies the contract price by reducing the cost for removal per tree, and modifies the contract term by extending the contract term to 210 days; and

WHEREAS, staff is requesting approval for Amendment #1 to the Contract for Vacant Lot Clearing Services with TAG Grinding Services, Inc., pursuant to Code of Ordinances Section 2-144(c)(2)b. Sole and Single Source Purchases, which provides that the purchase of goods and services may be categorized as being single source 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; and

WHEREAS, staff is proposing no change to its recommendation that a one-time increase not to exceed \$15 per 10,000 square-foot unimproved lot be included in the computation of the annual Lot Mowing Assessment for the 2018-2019 Fiscal Year when the annual Lot Mowing Assessment Resolution is brought forward later this year in order to replenish the Lot Mowing Special Revenue Fund Reserves; and

WHEREAS, the City Council desires to approve Amendment #1 to the Contract for Vacant Lot Clearing Services between the City of Cape Coral and TAG Grinding Services, Inc., and to authorize additional funding for the removal of vegetative debris related to Hurricane Irma from unimproved privately-owned lots in the City from the Lot Mowing Special Revenue Fund Reserves in the estimated amount of \$1,080,000.

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

Section 1. The City Council hereby approves Amendment #1 to the Contract for Vacant Lot Clearing Services between the City of Cape Coral and TAG Grinding Services, Inc., and authorizes the City Manager to execute Amendment #1, attached hereto as Exhibit 2.

Section 2. The City Council hereby approves additional funding for the removal of vegetative debris related to Hurricane Irma from unimproved privately-owned lots in the City from the Lot Mowing Special Revenue Fund Reserves in the estimated amount of \$1,080,000.

Section 3. This Resolution shall take effect immed	iately upon its adoption.
ADOPTED BY THE CITY COUNCIL OF THE COUNCIL SESSION THIS DAY OF _	
	JOE COVIELLO, MAYOR
VOTE OF MAYOR AND COUNCILMEMBERS	S:
GUNTER STC CARIOSCIA WIL	LSON OKES LIAMS GDEN
ATTESTED TO AND FILED IN MY OFFICE 2018.	THIS, DAY OF,
	REBECCA VAN DEUTEKOM, CITY CLERK
APPROVED AS TO FORM:	
Aflores & Menende	

DOLORES D. MENENDEZ

Contract Amendment-Increase Funding-TAG Orinding

CITY ATTORNEY

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

- 1. The CONTRACTOR will provide <u>City-wide vacant lot downed and damaged tree removal services</u> in accordance with the Contract Documents.
- 2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the completion of the services described in the Contract Documents. Time is of the essence in the performance of this Contract.
- 3. The CONTRACTOR will commence work as required by the CONTRACT DOCUMENTS within ten (10) calendar days after the receipt of the written Notice to Proceed or Purchase Order.
- 4. The CONTRACTOR **agrees to perform** all of the work described in the CONTRACT DOCUMENTS as the PRIMARY CONTRACTOR for <u>City-wide vacant lot downed and damaged tree removal services</u> pursuant to the terms and conditions provided in the CONTRACTOR'S quote, attached and marked as "Exhibit A".
- 5. The **term** of this contract <u>shall not exceed ninety (90) days</u>, and will begin upon written Notice to Proceed or issuance of Purchase Order.
- 6. The **cost** of this project will be based on the number of trees removed at the agreed upon rate of \$300 per tree cut as stated in "Exhibit A".
- 7. This Contract may be terminated by the CITY for its convenience upon thirty (30) days prior written notice to the CONTRACTOR. In the event of termination, the CONTRACTOR shall be paid as compensation in full for work performed to the day of such termination, an amount prorated in accordance with the work substantially performed under this Contract. Such amount shall be paid by the CITY after inspection of the work to determine the extent of performance under this Contract, whether completed or in progress.
- 8. The Term "Contract Documents" shall include this Contract, CITY's scope of service, CONTRACTOR's quote except when it conflicts with any other contractual provision, CONTRACTOR's valid Certificates of Insurance and Business Licenses, and the CITY's written Notice to Proceed or Purchase Order. In the event of conflict between any provision of any other document referenced herein as part of the contract and this Contract, the terms of this Contract shall control.
- 9. <u>Assignment:</u> This Contract may not be assigned except with the written consent of the CITY, and if so assigned, shall extend and be binding upon the successors and assigns of the CONTRACTOR.
- Disclosure: The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift, or other compensation contingent upon or resulting from the award or making of the Contract.

- 11. <u>Administration of Contract:</u> The Public Works Director, or his representative, shall administer this Contract for the CITY.
- 12. Governing Law: The validity, construction and effect of this Contract shall be governed by the laws of the State of Florida. All claim and/or dispute resolution under this Agreement, whether by mediation, arbitration, litigation, or other method of dispute resolution, shall take place in Lee County, Florida. More specifically, any litigation between the parties to this Agreement shall be conducted in the Twentieth Judicial Circuit, in and for Lee County, Florida. In the event of any litigation arising out of this Contract, each party shall be responsible to pay for its own reasonable costs and attorney fees.
- 13. <u>Amendments:</u> No Amendments or variation of the terms or conditions of this Contract shall be valid unless in writing and signed by the parties.
- 14. Payments: CITY shall make payment and CONTRACTOR shall be in receipt of all sums properly invoiced within thirty (30) days of the CITY's receipt of such invoice unless, within a fifteen (15) day period, CITY notifies CONTRACTOR in writing of its objection to the amount of such invoice, together with CITY's determination of the proper amount of such invoice. CITY shall pay any undisputed portion of such invoice within such thirty (30) day period. If CITY shall give such notice to the CONTRACTOR within such fifteen (15) day period, such dispute over the proper amount of such invoice shall be resolved, and after final resolution of such dispute, CITY shall promptly pay the CONTRACTOR the amount so determined, less any amounts previously paid by CITY with respect to such invoice. In the event it is determined that CITY has overpaid such invoice, the CONTRACTOR shall promptly refund to the CITY the amount of such overpayment.
- 14. Contractor's Representations: In order to induce CITY to enter into the contract, CONTRACTOR makes the following representations:

CONTRACTOR has been familiarized with the Contract Documents and the nature and extent of the work required to be performed, locality, local conditions, and Federal, State, and Local laws, ordinances, rules and regulations that in any manner may affect costs, progress or performance of the work.

CONTRACTOR has made or caused to be made examinations, investigations and tests and studies as deemed necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by CONTRACTOR for such purposes.

CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

CONTRACTOR has given CITY written notice of all conflicts, errors or discrepancies that have been discovered in the Contract Documents and the written resolution thereof by CITY is acceptable to CONTRACTOR.

- 15. Indemnity: To the extent permitted by law (F.S. 768.28), the CONTRACTOR shall indemnify and hold harmless the CITY, its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONTRACTOR and any persons employed or utilized by CONTRACTOR in the performance of this Contract.
- Damage Liability: The awarded CONTRACTOR shall be responsible for all claims filed for damage to private property. Additionally, the CONTRACTOR shall be responsible for damage to all public property or utility property, fire hydrants, catch basins, etc. Copies of all damage claims shall be submitted to the Procurement Division.
- 17. <u>Invalid Provision:</u> The invalidity or unenforceability of any particular provision of this Contract shall not affect the other provisions hereof, and the Contract shall be construed in all respects as if such invalid or unenforceable provisions were omitted.
- 18. Record Keeping: The awarded bidder shall maintain auditable records concerning the procurement adequate to account for all receipts and expenditures, and to document compliance with the specifications. These records shall be kept in accordance with generally accepted accounting principles, and the City of Cape Coral reserves the right to determine the record-keeping method in the event of non-conformity.

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

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

- Public Records: Pursuant to Florida Statute §287.058 (1) (c), this contract may be unilaterally cancelled by the CITY if the CONTRACTOR, refuses to allow public access to all documents, papers, letters, or other material made or received by the CONTRACTOR in conjunction with this contract, unless the records are exempt from disclosure.
- 20. <u>Insurance:</u> Unless otherwise specified, CONTRACTOR shall, at its own expense, carry and maintain the following minimum insurance coverage, as well as any insurance coverage required by law:
 - a. Workers' Compensation Insurance with limits that comply with statutory requirements and Employer's Liability Insurance with a lower limit of \$1,000,000 per occurrence, including, without limitation, coverage for Occupational Diseases, to provide for the payment of benefits to its employees employed on or in connection with the Work covered by this Agreement and/or to their dependents.
 - b. Broad Form Commercial General Liability Insurance (on an occurrence basis), with a minimum combined single limit for Bodily Injury, including Death of \$1,000,000 per occurrence and for Property Damage of at least \$1,000,000 per occurrence.

- c. Business Auto Liability Insurance with minimum Bodily Injury and Death Limit per accident of \$1,000,000 and a minimum Property Damage Limit per accident of \$1,000,000.
- e. CONTRACTOR shall require its subcontractors to provide for such benefits and carry and maintain the foregoing types of insurance at no expense to CITY.
- f. CITY shall be named as an "Additional Insured" under the CONTRACTOR's General Liability Insurance Policy with respect to the services performed by the CONTRACTOR or by the OWNER.
- g. Prior to commencing any Work under this Agreement, CONTRACTOR shall submit to a certificate or certificates of insurance evidencing that such benefits have been provided, and that such insurance is being carried and maintained. Such certificates shall stipulate that the insurance will not be cancelled or materially changed without thirty (30) days prior written notice by certified mail to CITY, and shall also specify the date such benefits and insurance expire. CONTRACTOR agrees that such benefits shall be provided and such insurance carried and maintained until the Work has been completed and accepted by CITY.
- h. Such benefits and such coverage as are required herein, or in any other document to be considered a part hereof, shall not be deemed to limit CONTRACTOR's liability under this Agreement.

In the event the insurance coverage expires prior to the completion of the project, a renewal certificate shall be issued thirty days prior to said expiration date.

21. Special Responsibilities:

A. Burrowing Owls are classified as "Threatened" and are protected under the Florida Administrative Code, and the Migratory Bird Treaty Act. In accordance with a study made by the Florida Fish and Wildlife Conservation Commission, the CITY is mandating that appropriate protective techniques must be initiated. It is hereby acknowledged and accepted by CONTRACTOR that the Burrowing Owls are protected by State and Federal law. Any malicious harassing of an owl, causing injury or death, or unlawful taking of their nesting sites can result in a fine up to five thousand (\$5,000) dollars and/or imprisonment to the CONTRACTOR.

Therefore, the CONTRACTOR shall, through the execution of this contract, acknowledge that they have been made aware of applicable laws concerning Burrowing Owls and their burrows.

The proper methods for identifying and protecting owls and burrows are as follows:

 Pre-inspection of the project limits prior to the commencement of construction and staking each owls nest so as to prevent destruction during the construction operations; and the CONTRACTOR, to the best of his ability, shall be required to submit the list of all owls' nests to the Project Manager. Nests should be staked and roped off with a minimum ten (10) foot radius buffer. This buffer shall be increased to thirty-three (33) feet from February 15th – July 10th.

- 2. The CONTRACTOR shall do no construction within a ten (10) foot radius of each nest, identified by four (4) stakes, between July 11th and February 14th or within a thirty-three (33) foot radius between February 15th and July 10th. Stakes shall be 1" x 2" x 36" above ground level, topped by red surveying ribbon supplied by the CONTRACTOR. Stakes should be placed in a square pattern ten (10) feet from the burrow entrance July 11th February 14th and thirty-three (33) feet from the burrow entrance February 15th July 10th.
- 3. The CONTRACTOR shall accept full responsibility for the actions of his employees and subcontractors to ensure that all laws protecting the owls are adhered to. It shall be clearly understood by each CONTRACTOR that CITY staff will monitor their activities and will take action if a burrow is maliciously/unlawfully destroyed, or if injury/death occurs as a direct result of his actions.
- B. **Gopher Tortoises** are classified as **"Threatened"** and are protected by State Laws which prohibit the harming of Gopher Tortoises and their burrows. Any harming of Gopher Tortoises or destruction of their burrows will be reported to State authorities. The CITY marks the burrows with a single white PVC take. The CONTRACTOR should be on careful watch for any unmarked burrows/nest, and maintain a minimum twenty-five (25) foot buffer from the burrow/nest. Unit 35 (District 4), Unit 37 (District 6) and Unit 51 (District 7) have heavy Gopher Tortoise Population.
- C. Bald Eagles Be advised that specific areas of this project may lie within an eleven hundred (1100) foot protective zone of a Bald Eagle nesting site, which are protected by Federal and State laws and City of Cape Coral Ordinance 165-06.

The CONTRACTOR shall accept full responsibility for the actions of their employees and subcontractors to ensure that all laws protecting the Burrowing Owls, Gopher Tortoises, and Bald Eagles are adhered to. It shall be clearly understood by each CONTRACTOR that CITY staff will monitor their activities and will take action.

- 22. <u>Unauthorized Aliens:</u> The employment of unauthorized aliens by any CONTRACTOR is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the CONTRACTOR knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of any contract resulting from this solicitation. This applies to any sub-contractors used by the CONTRACTOR as well.
- 23. <u>Entire Agreement:</u> This Contract constitutes the entire and exclusive agreement between the parties and supersedes any and all prior communications, discussions, negotiations, understandings, or agreements, whether written or verbal.

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

WITNESS CITY:	CITY:
Signature: Scherca Van Sciellon Typed Name: Rebecca van Deutekom Title: City Clerk	City of Cape Coral, Florida Signature: Typed Name: A. John Szerlag Title: City Manager Date: 2/16/2018
	CITY DEGAL REVIEW: 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
Signature: Pete Gonzaler	CONTRACTOR: Company: TAL Grinding Sesuces Inc Signature: And Works Tooks T
Title: Project Manager.	Title: Uice President

EXHIBIT A

TAG Grinding Vacant Lot Clearing Project

Overview

City staff evaluated the entire City and counted 2714 trees down on vacant lots. Of that, an estimated 200-300 of these trees were removed during the canal clearing project. For project quantities we are estimating 2500 trees to be removed. TAG Grinding has proposed to remove the trees at a rate of \$300.00 per tree cut with a total estimated cost of \$750,000.00. The main objective is to remove fire and safety hazards and return as many vacant lots to pre-hurricane Irma mow-able condition.

Scope (also see detail sheet)

Any cut of 4" or more in diameter qualifies as a cut, regardless of how large the cut.

The cut will be measured at 24" from the base of the tree.

The diameter will be measured at the widest points across a non-circular cut.

Larger trees with multiple branches will be measured at 48" above lowest point.

If tree is one solid diameter without separation at the 48" height it will be considered one cut.

Any multiple shoots that separate below the 48" height will be individual cuts.

Any loose trees laying on the ground will have diameter measured at the lowest broken or cut point if over 4" in diameter, even though cut not required, it will be counted as a cut.

Any downed trees extending out from an existing clump of trees will be cut back as far as possible into the clump without having to cut any other standing or healthy vegetation.

All downed trees cut at the base of the stump will then have the stump stood back up as best as possible.

Loose or broken branches laying near or around downed trees will also need to be removed. (within 25')

Anything less than $1\,1/2$ " in diameter and 36" in length can be left on site as long as mower can run over it, although contractor is should pick up as much small loose debris as possible.

Anything that a bush hog mower cannot mow over will be removed.

Trees will be grind and mulch and chipping will be spread on site at height not to exceed 5".

No chippings will be allowed within 30' of edge of roadway or within 15' of a developed property line.

No chips or mulch will be allowed on canal banks or in swales near edge of roadway so not to affect storm water runoff and drainage.

Any tree sections that cannot be chipped will be hauled off and disposed by contractor at a specified and acceptable disposal site. Location to be provided to City before hauling begins.

Any leaners will be cut and removed if leaning more than 45 degrees and if; 1. The tree is leaning because of wind damage. 2. If tree is slightly up rooted because of the storm. 3. If leaning tree impedes the ability to mow the vacant property.

Leaning tree can remain if it has naturally grown that way or if it is growing out as a branch of a larger tree root system that is stable and no concern for falling over.

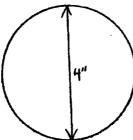
Contractor will provide blank job tracking tickets.

Tickets will track number of tree cuts and location of cuts. City staff will count cuts and have contractor sign off on each ticket to confirm number of cuts. Debris tickets to be turned in daily.

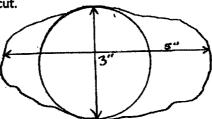
City staff will provide area and zone maps and prioritize areas to be cleared. Areas will be entirely cleared and signed off by Inspectors as completed before contractor relocates to another zone.

Any clearing that will require access across developed property will require a Right-of-Entry form completed by property owner.

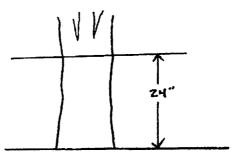
Any cut 4" or larger in diameter will qualify as a cut. The diameter will be measure 24" above the lowest point at base of tree.



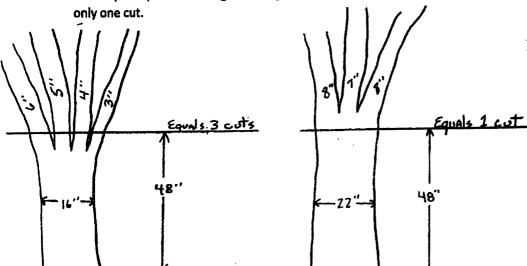
Any odd shaped trees will be measured at the widest cross section diameter of the tree. If over 4" at any point across center it will qualify as a cut.



All cuts will be based on the diameter at the 24" height above the lowest point at the base of the tree.



Multiple branches that spread out below the 48" height will be considered as multiple cuts. If you cannot place your index finger in the joint of separation below the 48" height, it will be considered as only one cut



CITY OF CAPE CORAL AMENDMENT #1 CONTRACT FOR SERVICES VACANT LOT CLEARING

Reference is made to the contract entered into between CITY OF CAPE CORAL, Florida, hereinafter called "City", and TAG GRINDING SERVICES, INC., hereinafter called "Contractor", located at 1750 Powder Springs Road, Suite 190-171 in Marietta, GA 30064 for City-wide vacant lot downed and damaged tree removal services, in accordance with the Contract Documents dated February 16, 2018. All terms, conditions, and specifications of the aforementioned Contract and the Contractor's offer are incorporated herein by reference in full force and effect.

This contract is hereby amended per the Contractor's revised proposal for services dated May 4, 2018;

There will be a modification to the contract scope increasing the size of cuts from 4 in. in diameter to 7 in. or larger.

There will be a modification to the contract price reducing the cost for removal per tree cut from \$300 to \$240.

There will be a modification to the contract term extending contract term from 90 days to 210 days.

Revised proposal for services labeled as "Exhibit A" is attached hereto, incorporated herein, and made a part hereof.

All other Terms and Conditions will remain as stated in the original Contract Documents dated February 16, 2018.

IN WITNESS, WHEREOF, the parties hereto have executed this Amendment #1 to be effective as of the last signature date shown below.

CONTRACTOR: TAG Grinding Services, Inc.	WITNESS:	
lan M3	Bonta C. Beach	
Jerry W. Brooks, Vice President	Signature	
Jerry Brooks	Bonita Brooks	
Printed Name	Printed Name	
5/4/18	5/4/18	
Date	Date	
CITY OF CAPE CORAL:	ATTEST: (City Seal)	
A. John Szerlag, City Manager	Rebecca van Deutekom, CMC City Clerk	
Date	Date	

CITY LEGAL REVIEW:

Dolores D. Mehendez, Esq. City Attorney

Exhibit 2

EXHIBIT A

TAG Grinding Vacant Lot Clearing Project

Overview

City staff evaluated the entire City and counted 2714 trees down on vacant lots. Of that, an estimated 200-300 of these trees were removed during the canal clearing project. For project quantities we are estimating 2500 trees to be removed. **UPDATE AS OF 5-4-18** - TAG Grinding has proposed to remove the trees at a **REVISED RATE of \$240.00 per tree cut**. After an extensive inspection, City staff determined there are an **additional 4700 cuts of 7" or larger** for an estimated cost of **\$1,128,000.00**. The main objective is to remove fire and safety hazards and return as many vacant lots to pre-hurricane Irma mow-able condition.

Scope (also see detail sheet)

Any cut of 7" or more in diameter qualifies as a cut, regardless of how large the cut.

The cut will be measured at 24" from the base of the tree.

The diameter will be measured at the widest points across a non-circular cut.

Larger trees with multiple branches will be measured at 48" above lowest point.

If tree is one solid diameter without separation at the 48" height it will be considered one cut.

Any multiple shoots that separate below the 48" height will be individual cuts.

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All downed trees cut at the base of the stump will then have the stump stood back up as best as possible.

Loose or broken branches laying near or around downed trees will also need to be removed. (within 25')

Anything less than 1 1/2" in diameter and 36" in length can be left on site as long as mower can run over it, although contractor should pick up as much small loose debris as possible.

Anything that a bush hog mower cannot mow over will be removed.

Trees will be grind and mulch and chipping will be spread on site at height not to exceed 5".

No chippings will be allowed within 30' of edge of roadway or within 15' of a developed property line.

No chips or mulch will be allowed on canal banks or in swales near edge of roadway so not to affect storm water runoff and drainage.

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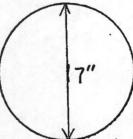
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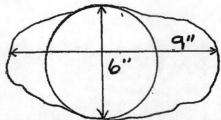
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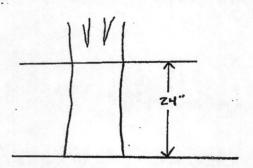
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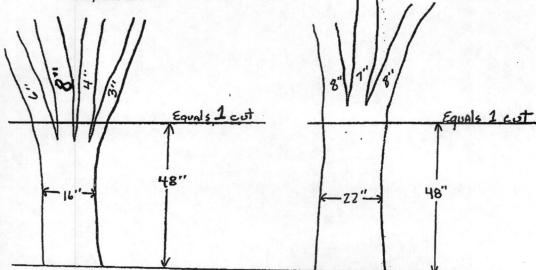
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RESOLUTION 39 – 18

A RESOLUTION OF THE CITY OF CAPE CORAL CITY COUNCIL APPROVING THE REMOVAL OF VEGETATIVE DEBRIS RELATED TO HURRICANE IRMA FROM UNIMPROVED LOTS IN THE CITY; APPROVING THE FUNDING OF THE VEGETATIVE DEBRIS REMOVAL FROM RESERVES IN THE LOT MOWING SPECIAL REVENUE FUND; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE THE PURCHASE ORDER WITH THE CURRENT DISASTER DEBRIS REMOVAL CONTRACTOR, TAG GRINDING SERVICES, INC.; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Hurricane Irma, which impacted the City of Cape Coral on September 10, 2017, left approximately 2,500 downed trees on unimproved privately-owned lots throughout the City, the vast majority of which are included in the City's Lot Mowing Program; and

WHEREAS, the resulting vegetative debris, including but not limited to downed Australian Pines and Brazilian Pepper Trees, has become a danger to the community and is interfering with the mowing of unimproved lots participating in the City's Lot Mowing Program; and

WHEREAS, staff is requesting approval to remove and dispose of the vegetative debris related to Hurricane Irma utilizing the services of the current disaster debris removal contractor, TAG Grinding Services, Inc., with funding from available Reserves in the Lot Mowing Special Revenue Fund, at an estimated cost of \$750,000; and

WHEREAS, staff anticipates receiving no reimbursement from FEMA for the cost of the vegetative debris removal; and

WHEREAS, it is staff's intent to recommend that a one-time increase not to exceed \$15 per unimproved lot be included in the computation of the annual Lot Mowing Assessment for the 2018-2019 Fiscal Year when the annual Lot Mowing Assessment Resolution is brought forward later this year in order to replenish the Lot Mowing Special Revenue Fund Reserves; and

WHEREAS, the City Manager requests City Council approval for removal of Hurricane Irma related vegetative debris, including but not limited to downed Australian Pines and Brazilian Pepper Trees, from unimproved lots in the City utilizing the services of the current disaster debris removal contractor, TAG Grinding Services, Inc., to be funded with available Reserves in the Lot Mowing Special Revenue Fund.

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

Section 1. The City Council hereby approves the removal of Hurricane Irma related vegetative debris, including but not limited to downed Australian Pines and Brazilian Pepper Trees, from unimproved lots in the City utilizing the services of the current disaster debris removal contractor, TAG Grinding Services, Inc., and authorizes the City Manager or his designee to execute the necessary purchase order.

Section 2. The City Council hereby approves the funding of the Hurricane Irma related vegetative debris removal from the available Reserves in the Lot Mowing Special Revenue Fund in the estimated amount of \$750,000.

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

ADOPTED BY THE CITY COUNCIL OF THE CITY OF CAPE CORAL AT ITS REGULAR COUNCIL SESSION THIS 5th DAY OF February, 2018.

JOE COVIELLO, MAYOR

VOTE OF MAYOR AND COUNCILMEMBERS:

COVIELLO GUNTER CARIOSCIA

STOUT

NELSON STOKES WILLIAMS COSDEN

ATTESTED TO AND FILED IN MY OFFICE THIS 12th DAY OF February,

CITY CLERK

APPROVED AS TO FORM:

DOLORES D. MENENDEZ

CITY ATTORNEY

res/Hurricane Irma Vegetative Debris Removal

Item Number: B.(10)
Meeting Date: 5/14/2018

Item Type: CONSENT AGENDA

AGENDA REQUEST FORM CITY OF CAPE CORAL



TITLE:

Resolution 114-18 Approve the waiver of the City of Cape Coral Procurement process to contract with Ric-Man Construction FL, Inc. for the SE 47th Ter, SE 5th Place and Cape Coral Parkway Culvert Cleaning (Between the Rubicon Canal and the Bimini Basin) in the amount of \$95,680 with a 20% City Controlled Contingency of \$19,136 for a total amount of \$114,816 and Authorize the City Manager to execute the contract and amendments. Department: Public Works Dollar Value \$114,816 (Stormwater Fund)

REQUESTED ACTION:

Approve or Deny

STRATEGIC PLAN INFO:

1. Will this action result in a Budget Amendment? No

2. Is this a Strategic Decision? Yes

If Yes, Priority Goals Supported are listed below.

If No, will it harm the intent or success of

the Strategic Plan?

No

ELEMENT C: INVEST IN COMMUNITY INFRASTRUCTURE INCLUDING UTILITIES EXPANSION IMPROVEMENTS TO ENHANCE THE CITY'S ABILITY TO MEET THE NEEDS OF ITS CURRENT AND FUTURE RESIDENTS AND BUSINESSES

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

PLANNING & ZONING/HEARING EXAMINER/STAFF RECOMMENDATIONS:

SUMMARY EXPLANATION AND BACKGROUND:

- 1. As part of the Bimini Basin water quality monitoring, Public Works inspected the 60-inch culvert pipe (size to be confirmed) connecting the Rubicon Canal and the Bimini Basin. The culvert has filled with sediment over time and/or filled during Hurricane Irma as a result of tidal surges. The sediment is restricting flow that has an impact on water quality in the Rubicon Canal and the Bimini Basin.
- Due to time constraints, Public Works contacted several contractors experienced with this type of pipe cleaning and inspection. Only two contractors submitted a proposal (quote) while the other contractor's workload impeded timely submittal and/or not available to perform the work.

- 3. The firms that submitted quotes were: Thomas Marine Construction, Inc. in the amount of \$247,360 and Ric-Man Construction Florida, Inc. in the amount of \$95,680. Additional proposals were sought but not received.
- 4. Public Works is requesting a waiver of the procurement process as time is of the essence to clean the culvert before the upcoming rainy and hurricane season, as well as the unique project specific means and methods to perform the work.
- 5. This procurement would be governed by the City of Cape Coral Code of Ordinances Article VII §2-141 (c) "Waiver of procurement procedures. The City Council may authorize the waiver of procurement procedures upon the recommendation of the City Manager that it is in the city's best interest to do so to obtain goods and services which cannot be acquired through the normal purchasing process due to insufficient time, the nature of the goods or services, or other factors. Purchases authorized by the waiver process shall be acquired with such competition as is practicable under the circumstances and only after a good faith review of all available sources and negotiation as to price, delivery and terms. There shall be no waiver of procurement procedures for procurements that are subject to the provisions of F.S. §§ 287.055 or 255.20."
- 6. If approved, the contract, with Ric-Man Construction, FL, Inc., would be for the amount of \$95,680 with a 20% City Controlled Contingency of \$19,136 for a total amount of \$114,816.
- 7. The Project Manager is requesting a City Controlled Contingency: The expenditure of contingency, if any, will be subject to approval of specific change orders by the City's Project Manager, if justified, upon identified needs with an appropriate scope and cost to address specific needs.
- 8. Funding Information: Account #440018.634120: Stormwater Fund

LEGAL REVIEW:

Contract reviewed by Legal

EXHIBITS:

Memo

D

Resolution 114-18

PREPARED BY:

Wanda Roop Division- Procurement Department-Finance

SOURCE OF ADDITIONAL INFORMATION:

Paul Clinghan, Public Works Director

ATTACHMENTS:

Description Type

Memo Backup Material

Resolution 114-18 Resolution

CITY OF CAPE CORAL PUBLIC WORKS DEPARTMENT

TO: John Szerlag, City Manager

FROM: Paul Clinghan, Public Works Director PRC

Jeff Pearson, Utilities Director Victoria Bateman, Financial Services Directer

Gary Gasperini, Public Works Maintenance Manager

Wanda Roop, Procurement Manager

DATE: May 9, 2018

SUBJECT: Rubicon Canal and Bimini Basin Culvert Cleaning

As part of the Bimini Basin water quality monitoring, Public Works inspected the 60-inch culvert pipe (size to be confirmed) connecting the Rubicon Canal and the Bimini Basin. The culvert has filled with sediment over time and/or filled during Hurricane Irma as a result of the tidal surges. The sediment is restricting flow that has an impact on water quality in the Rubicon Canal and the Bimini Basin.

Public Works is requesting a waiver of the typical 3-month procurement process as time is of the essence to clean the culvert before the upcoming rainy and hurricane season, as well as the unique project specific means and methods to perform the work. Due to the time constraint, Public Works contacted several contractors experienced with this type of pipe cleaning and inspection. Only two contractors submitted a proposal (quote) while the other contractor's workload impeded a timely submittal and/or are not available to perform the work.

The scope of this project is not only to clean the pipe but also to inspect the structural integrity. If the inspection reflects the need for pipe rehabilitation, staff will solicit bids for this type of work and bring it to Council for approval at a later date.

The two (2) quotes received were from Ric-Man Construction Florida, Inc. for \$95,680 and Thomas Marine Construction, Inc. for \$247,360. Ric-man Construction presently has an existing contract with the City for miscellaneous storm drain pipe cleaning and lining and has done a good job to date. The quote from Ric-Man is also in line with Public Works' estimate.

Public Works requests a waiver of the procurement process and recommends awarding a contract to Ric-Man Construction FL, Inc. for \$95,680 with a 20% City controlled contingency of \$19,136 for a total of \$114,816.

Funding: The cost to clean and inspect the culvert will be paid by the Stormwater Fund. Staff inquired with the Florida League of Cities Insurance carrier and were advised that the City's insurance policy does not cover stormwater pipe repairs or damages caused by named storms. Also, cleaning of the culvert is not reimbursable by FEMA.

RESOLUTION 114 - 18

A RESOLUTION OF THE CITY OF CAPE CORAL APPROVING THE WAIVER OF PROCUREMENT PROCEDURES FOR THE CLEANING OF THE CULVERT BETWEEN THE RUBICON CANAL AND THE BIMINI BASIN; PROVIDING FOR SUBSEQUENT EXECUTION OF THE CONTRACT WITH RIC-MAN CONSTRUCTION FLORIDA, INC., BY THE CITY MANAGER OR HIS DESIGNEE; PROVIDING FOR APPROVAL OF A CONTINGENCY AMOUNT; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the 60-inch culvert pipe connecting the Rubicon Canal and the Bimini Basin has filled with sediment, restricting the flow between and impacting water quality in the Rubicon Canal and the Bimini Basin; and

WHEREAS, time is of the essence to clean the culvert before the beginning of the upcoming rainy and hurricane season; and

WHEREAS, the standard competitive solicitation process would take several months to complete; and

WHEREAS, the Public Works Department is requesting a waiver of the procurement procedures to meet the desired timeframe to clean the pipe and inspect its structural integrity; and

WHEREAS, Section 2-141(c) of the Code of Ordinances provides that the City Council may authorize the waiver of procurement procedures upon the recommendation of the City Manager that it is in the city's best interest to do so to obtain goods and services which cannot be acquired through the normal purchasing process due to insufficient time, the nature of the goods or services, or other factors. Purchases authorized by the waiver process shall be acquired with such competition as is practicable under the circumstances and only after a good faith review of all available sources and negotiation as to price, delivery and terms; and

WHEREAS, pursuant to the provisions of Section 2-141(c), several local contractors were contacted to provide the Public Works Department with quotes for the repairs, and Ric-Man Construction Florida, Inc., provided the lowest responsive responsible quote; and

WHEREAS, due to the exigent need of services, the City Manager finds that it is in the City's best interest to waive the normal procurement procedures to retain the services of Ric-Man Construction Florida, Inc., for the cleaning of the culvert between the Rubicon Canal and the Bimini Basin and therefore recommends that the procurement procedures be waived in accordance with Section 2-141(c); and

WHEREAS, the City Council desires to authorize the waiver of procurement procedures for the cleaning of the culvert between the Rubicon Canal and the Bimini Basin, and to authorize the City Manager or his designee to execute the resulting contract with Ric-Man Construction Florida, Inc., in the amount of \$95,680, subject to a City-controlled contingency amount not to exceed twenty (20) percent of the total amount of the contract.

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 waiver of procurement procedures for the cleaning of the culvert between the Rubicon Canal and the Bimini Basin, and authorizes the City Manager or his designee to execute the resulting contract with Ric-Man Construction Florida, Inc., attached hereto as Exhibit 1.

Section 2. The City Council hereby authorizes the City Manager or the City Manager's designee to enter into change orders for work required other than as contemplated in the contract documents with an appropriate scope and cost to address those needs, subject to payment of a City-controlled contingency amount not to exceed twenty (20) percent of the total amount of the contract.

Section 3. This Resolution shall take effect immediat	tely upon its adoption.
ADOPTED BY THE CITY COUNCIL OF THE COUNCIL SESSION 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 T 2018.	HIS DAY OF
	REBECCA VAN DEUTEKOM, CITY CLERK
APPROVED AS TO FORM:	
DOLORES D. MENENDEZ CITY ATTORNEY	

res/Waive Procurement Procedure-RicMan Construction

CITY OF CAPE CORAL SERVICE CONTRACT CON-PW18-85/CV

THIS CONTRACT is made this	day of	2018 by and betwee	n the City of Cape Coral,
Florida, hereinafter called "CITY",			
Street in Deerfield Beach, Florida	33442, doing bus	iness as a Florida Pro	ofit Corporation, hereinafter
called "CONTRACTOR".			•

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

- 1. The CONTRACTOR will provide services in accordance with the Contract Documents.
- 2. The CONTRACTOR will furnish all material, supplies, tools, equipment, labor and other services necessary to do the work as described in CONTRACTOR'S official quote labeled Exhibit A, attached hereto and made a part hereof. The work will include, but is not limited to:
 - Provide a Porta Dam on both sides of the existing culvert headwalls, and cleaning, post video of the culverts upon completion.

Time is of the essence in the performance of this Contract.

- 3. The CONTRACTOR will commence work as required by the CONTRACT DOCUMENTS within ten (10) calendar days after the receipt of the written Notice to Proceed.
- 4. The CONTRACTOR agrees to perform all the WORK described in the CONTRACT DOCUMENTS for the amount of \$95,680.00 as listed on the CONTRACTOR'S official quote, more specifically Exhibit A, attached hereto and incorporated herein.
- 5. The term of the contract shall be thirty (30) calendar days for substantial completion of the work and forty-five (45) days for final completion of the work (completion of correction of any defects or punch list items), excluding legal holidays. However, if the CONTRACTOR requires additional time due to unforeseen circumstances to complete the project, the CONTRACTOR must request an extension in writing prior to the expiration date detailing the reason for the request.
- 6. This Contract may be terminated by the CITY for its convenience upon thirty (30) days prior written notice to the CONTRACTOR. In the event of termination, the CONTRACTOR shall be paid as compensation in full for work performed to the day of such termination, an amount prorated in accordance with the work substantially performed under this Contract. Such amount shall be paid by the CITY after inspection of the work to determine the extent of performance under this Contract, whether completed or in progress.
- 7. The Term "Contract Documents" shall include this Contract, Contractor's Official Quote (Exhibit A), City's specifications except when it conflicts with any other contractual provision, the Notice to Proceed. In the event of conflict between any provision of any other document referenced herein as part of the contract and this Contract, the terms of this Contract shall control.

8. Assignment

This Contract may not be assigned except with the written consent of the CITY, and if so assigned, shall extend and be binding upon the successors and assigns of the CONTRACTOR.

9. <u>Disclosure</u>

The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual or CONTRACTOR, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission percentage, gift, or other compensation contingent upon or resulting from the award or making of the Contract.

10. Unauthorized Aliens

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

11. Administration of Contract

The Public Works Director, or his representative, shall administer this Contract for the CITY.

12. Governing Law

The validity, construction and effect of this Contract shall be governed by the laws of the State of Florida. All claims and/or dispute resolution under this Agreement, whether by mediation, arbitration, litigation, or other method of dispute resolution, shall take place in Lee County, Florida. More specifically, any litigation between the parties to this Agreement shall be conducted in the Twentieth Judicial Circuit, in and for Lee County, Florida. In the event of any litigation arising out of this Contract, each party shall be responsible to pay for its own reasonable costs and attorney fees.

13. Amendments

No Amendments or variation of the terms or conditions of this Contract shall be valid unless in writing and signed by the parties. Contract amendments may be allowed, with mutual party consent and utilization of proper City signature authority for any amendments.

14. Payments

CITY shall make payment and CONTRACTOR shall be in receipt of all sums properly invoiced within thirty (30) days of the City's receipt of such invoice unless, within a fifteen (15) day period, CITY notifies CONTRACTOR in writing of its objection to the amount of such invoice, together with CITY'S determination of the proper amount of such invoice. CITY shall pay any undisputed portion of such invoice within such thirty (30) day period. If CITY shall give such notice to the CONTRACTOR within such fifteen (15) day period, such dispute over the proper amount of

such invoice shall be resolved, and after final resolution of such dispute, CITY shall promptly pay the CONTRACTOR the amount so determined, less any amounts previously paid by CITY with respect to such invoice. In the event it is determined that CITY has overpaid such invoice, the CONTRACTOR shall promptly refund to the CITY the amount of such overpayment.

15. Contractor's Representations

In order to induce CITY to enter into the Contract CONTRACTOR makes the following representations:

CONTRACTOR has been familiarized with the Contract Documents and the nature and extent of the work required to be performed, locality, local conditions, and Federal, State, and Local laws, ordinances, rules and regulations that in any manner may affect costs, progress or performance of the work.

CONTRACTOR has made or caused to be made examinations, investigations and tests and studies as deemed necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by CONTRACTOR for such purposes.

CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

CONTRACTOR has given CITY written notice of all conflicts, errors or discrepancies that have been discovered in the CONTRACT DOCUMENTS and the written resolution thereof by CITY is acceptable to CONTRACTOR.

16. Indemnity

The CONTRACTOR shall indemnify and hold harmless the CITY, its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or Intentional wrongful misconduct of the CONTRACTOR and any persons employed or utilized by CONTRACTOR in the performance of this Contract.

17. Damage Liability

CONTRACTOR shall be responsible for all claims filed for damage to private property, windows, screen enclosures, real estate signs, etc. Additionally, CONTRACTOR shall be responsible for damage to all public property or utility property, fire hydrants, catch basins, guy wires telephone pedestals, etc. Copies of all damage claims shall be submitted to the City of Cape Coral's Procurement Division.

18. <u>Liquidated Damages</u>

Liquidated damages of \$500.00 per day will be assessed against contractor's final invoice for each day beyond the final completion date that work is not completed unless waived by the Director of Public Works or his designee.

19. Invalid Provision

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

20. Project Records

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

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

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

21. Public Records

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

The failure of CONTRACTOR to comply with the provisions set forth in record keeping and public records shall constitute a Default and Breach of this Agreement and the City shall enforce the Default.

22. <u>Insurance</u>

Without limiting its liability, the CONTRACTOR shall be required to procure and maintain at its own expense during the life of the Contract, insurance of the types and in the minimum amounts stated below as will protect the CONTRACTOR, from claims which may arise out of or as a result from the CONTRACTOR's execution of the project, whether such execution by himself or by any sub-contractor or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable.

The following insurance will be required by the CITY OF CAPE CORAL.

The CONTRACTOR shall secure, pay for, and file with the CITY prior to commencing any work under the Contract certificates for the types of insurance set forth herein. All such certificates shall provide for minimum coverage in the amounts set forth herein, unless a greater minimum amount is specified elsewhere in the Contract Documents. CONTRACTOR shall, at all times during the performance of this contract, provide and maintain the following types of insurance. All certificates of insurance must be accompanied by all endorsements being required, including additional insured endorsements, cancellation/material change endorsements and waivers of subrogation, USL&H Act and Jones Act endorsements.

<u>Worker's Compensation</u>: Coverage to apply for all employees for statutory limits in compliance with the applicable state and federal laws. The policy must include Employers' Liability with a limit of \$1,000,000 each accident.

Comprehensive General Liability: Shall have minimum limits of \$1,000,000 per occurrence. Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include Premises and/or Operations, Independent Contractors and Products and/or Completed Operations, Broad Form Property Damage, XCU Coverage, and a Contractual Liability Endorsement.

<u>Business Auto Policy:</u> Shall have minimum limits of \$1,000,000 per occurrence. Combined Single Limit for Bodily injury and Property Damage Liability. This shall include owned vehicles, hired and non-owned vehicles, and employees' non-ownership.

<u>Certificate of Insurance:</u> The City of Cape Coral is to be specifically included as an additional insured. This does not pertain to Workers' Compensation. The policy endorsements and waivers of subrogation must be included with the certificate of insurance.

In the event the insurance coverage expires prior to completion of the project; a renewal certificate shall be issued thirty (30) days prior to said expiration date. The policy shall provide a 30-day notification clause in the event of cancellation or modification to the policy.

Unless otherwise specified, it shall be the responsibility of the CONTRACTOR to ensure that all SUB-CONTRACTORS comply with the same insurance requirements spelled out above.

All Certificate of Insurance documents must be on file with and approved by the City before the Commencement of any work activities. The City must be named as Additional Insured. This contract number should be shown CON-PW18-85/CV under the "Description of Operations" with the project title of "Culvert Cleaning between Bimini Basin and Rubicon Canal".

23. Payment and Performance Bonds

Pursuant to FL Statute §255.05 any CONTRACTOR entering a contract for the construction of a public building or public work, or for any repairs upon a building or public work shall, before commencing work, execute, deliver to the City of Cape Coral (Procurement), and record in the public records of Lee County, Florida, a payment and performance bond issued by a surety authorized to do business in the State of Florida. The amount of the bond shall be 100% of the contract amount. The original recorded bond will be returned to City (Procurement) before any commencement of work.

24. Annual Appropriation

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

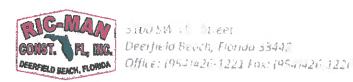
25. Entire Agreement

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

Remainder of page intentionally left blank.

IN WITNESS WHEREOF, the CITY and CONTRA will be effective on, 2018, (wh	ACTOR have signed this agreement. This agreement ich is the effective date of the contract).
WITNESS CITY:	CITY:
	City of Cape Coral, Florida
Signature:	Signature:
Typed Name: Rebecca van Deutekom, MMC	Typed Name: A. John Szerlag
Title: City Clerk	Title: City Manager
	Date:
	CITY LEGAL RÉVIEW: Dolores Menendez Title: City Attorney Date 5 9 8
WITNESS CONTRACTOR:	CONTRACTOR:
Signature: ZOHU D'ALESGNUZO Title: GAUDAT MAUAGEO	Signature: Signature: Man Construction FL, Inc. Signature: Man Constr

Page **7** of **7**



May 1, 2018

City of Cape Coral
Public Works Department
Maintenance Division
P.O. Box 150027
Cape Coral, Florida 33915-0027

Attn: Mr. Paul Stuart Engineer Inspector

Ref: Bid Number PW16-02/GL SE 5th Place and Cape Coral Parkway Culvert Cleaning

Dear Mr. Stuart

The following represents costs to provide a Porta Dam on both sides of the existing culvert headwalls, and cleaning, post video of the culverts upon completion.

A)	Porta Dam Installation and removal after culvert cleaning		\$59,200.00
B)	Clean existing culvert and haul away debris		\$36,480.00
		Total Cost	\$95,680,00

The Water Dam will take approximately (1) one week to install and (1) one week to remove. There will be no damage to the existing sea walls or canal bottom during installation and removal.

Existing culvert will need to be manually cleaned, as it appears to be completely full of debris. Anticipated (1) one week to clean.

If you have any questions on the enclosed please feel free to call.

Very Truly Yours

John D'Alessandro

General Manager

CC:

J/F

Enclosures

RICMAN

CERTIFICATE OF LIABILITY INSURANCE ACORD.

DATE (MM/DD/YYYY) 6/20/2017

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

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

COLLINGSTO UCIDEL IN HER OF SUCH AND COMPANY.			
PRODUCER	NAME: Stephanis Dinco		
ZERVOS GROUP, INC.	FRIONE (A.C., No., Ext): 248 355-4411 (A.C., No.): 248	355-2175	
24724 Farmbrook (248) 355-4411	E-WAIL ADDRESS; stephanie@zervosgroup.com		
P.O. Box 2067	INSURER(S) AFFORDING COVERAGE	NAIC#	
Southfield, MI 48037-2067	INSURER A: Old Republic General Insurance	24139	
INSURED	INSURER B. TRAVELERS	24764	
RIC-MAN CONSTRUCTION FLORIDA, INC. 3100 SW 15TH STREET DEERFIELD BEACH, FL 33442	INSURER C: Certain Underwriters at Lloyd's		
	INSURER D:		
	INSURER E:		
1	INCIDER # :	l	

REVISION NUMBER: **COVERAGES CERTIFICATE NUMBER:** THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS ADDL SUAR INSR WYD MINIODITYTY) TYPE OF INSURANCE POLICY NUMBER X COMMERCIAL GENERAL LIABILITY 06/01/2017 06/01/2018 EACH OCCURRENCE s2,000,000 Х A5CG1097160017 A DAMAGE TO RENTED PREMISES (En occumence) \$300,000 CLAIMS-MADE X OCCUR \$5,000 MED EXP (Any one person) CONTRACTUAL \$2,000,000 PERSONAL & ADV INJURY X X,C,&U \$4,000,000 GENERAL AGGREGATE GEN'L AGGREGATE LIMIT APPLIES PER: \$4,000,000 PRODUCTS - COMP/OP AGG POLICY X JECT X LOC OTHER: COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 06/01/2017 06/01/2018 X A5CA10971600170913 AUTOMOBILE LIABILITY BODILY INJURY [Per person) OTUA YAA SCHEDULED AUTOS NON-OWNED AUTOS BODILY INJURY (Per accident ALL OWNED AUTOS PROPERTY DAMAGE (Per accident) Х X HIRED AUTOS 06/01/2017 06/01/2018 EACH OCCURRENCE \$15,000,000 X UMBRELLA LIAB Х ZUP41M7769917NF В X Х DOCUR AGGREGATE \$15,000<u>,000</u> EXCESS LIAB CLAIMS-MADE DED X RETENTION S 06/01/2017 06/01/2018 X PER STATUTE WORKERS COMPENSATION A5CW1097160017 AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE N \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Contract #CON-PW16-02/GL Job: Lining of Storm Water Drainage Pipe

NZA

(Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below

C

C

Pollution

Professional

City of Cape Coral is included as an additional insured for general liability per written contract 30 Days notice of cancellation applies per policy provisions.

CPP000009901

CPP000009901

CERTIFICATE HOLDER	CANCELLATION
City of Cape Coral Financial Services Procurement Division PO Box 150027	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE
	and some

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E.L. EACH ACCIDENT

5,000,000

06/01/2017 06/01/2018 10,000,000

06/01/2017 06/01/2018

E.L. DISEASE - EA EMPLOYEE

E.L. DISEASE - POLICY LIMIT \$1,000,000

\$1,000,000

Item

Number: F.(1)

Meeting

5/14/2018

Date:

Item

APPOINTMENTS TO BOARDS /

COMMITTEES / COMMISSIONS Type:

AGENDA REQUEST FORM CITY OF CAPE CORAL



TITLE:

Planning & Zoning Commission - 1 Alternate Vacancy

REQUESTED ACTION:

Appoint

STRATEGIC PLAN INFO:

1. Will this action result in a Budget Amendment? No

2. Is this a Strategic Decision? No

If Yes, Priority Goals Supported are

listed below.

If No, will it harm the intent or success of

the Strategic Plan?

PLANNING & ZONING/HEARING EXAMINER/STAFF RECOMMENDATIONS:

SUMMARY EXPLANATION AND BACKGROUND:

Vacancy: One alternate vacancy.

Expiration: Alternate vacancy will expire on 2/28/2019. Vacancy occurred due to a term expiration.

Applications: One: Robert Maurice O'Connor

Advertisement: The vacancy was advertised on January 5, 2018, February 23, 2018, and March 9,

2018 in the Breeze and was posted on the City website and Facebook page.

LEGAL REVIEW:

EXHIBITS:

Applicant: Robert Maurice O'Connor

Board Sheet

PREPARED BY:

Kimberly City Clerk's Division- Managerial Department-

Department Bruns

SOURCE OF ADDITIONAL INFORMATION:

Kimberly Bruns Assistant City Clerk 1-239-242-3243

ATTACHMENTS:

Description
Type
Applicant: Robert Maurice O'Connor
Backup Material
Backup Material

RECEIVED

CITY OF CAPE CORAL APPOINTMENT INFORMATION FORM Initials: 20

FEB 7 2018

This Appointment Unionnation Form, when completed, signed and filed with the City Clarks Office contains a PUBLIC RECORD and a Chapter 1100, Islanda Sanutes, and, therefore, is open to publish is a chiral variety person.

YOU ARE RESPONSIBLE TO KEEP THE INFORMATION ON THIS FORM CURRENT. APPLICATIONS WILL BE RETAINED IN THE CLERK'S OFFICE IN ACCORDANCE WITH STATE RECORDS RETENTION LAWS.

Please Type, if possible (or print clearly)	~	Date:		
Name: O'Connor RE	bert (Bob		MAURICE	
(Dust)	(Tital)	551 1	(Middle)	
E-mail address: bob.oconnor (a	DSVN.CON	27		
Address: (H) 4015 PALMTINE				
(0) 3033 WIAKlerA	re H. Mye	2/ <u>S</u> Zip Coo	de 53916	
Phone: (H)(O)		(C)	239-410-	2183
Occupation: Commercial E	PEAL ESTA			
Employer: SVN-KOVA Fl. Myer	S Position: Ac	LUSON	How Long: /	45
Education: Highest education level achieved and Name & Location	I institutions attended: <u>Dates Attended</u>		rees Earned	
N. Ft. Myers High School U.S. Army	1974-	78	DiplomA norable Di	sharo
J.J. HVING	1100-02	HO	NOIASIE DI	SURFY E
Have you ever held a professional or business lice If "Yes", please provide the title, issue date and iss License/Certificate Title PEAL ESTATE PO(AISECTAINEE FE, HEALTH & Amustres PO(S) (Commission(s) for which you are applying the second of the seco	suing authority. Issue Date JUNE 2005 2009 1996	5	tate of the state	TA TA FLA TLA MISSION
1. Are you a U.S. Citizen?		Yes_X	No	100
2. Are you a Cape Coral Resident?		Yes X	No	
3. Are you <u>currently</u> serving on a City Board(s)?		Yes	No X	
If yes, which Board(s) and since when?				
4. Have you ever served on a City Board(s)?		Yes	No X	
If yes, which Board(s) and when?				
5. Are you <u>currently</u> serving on a Board, Authority Yes No If yes, what Board, etc.		nother gover	nmental agency?	

Work Experience: U.S. AMY 1980-82 Federal Express Corp., 1986-2015 Cealtor 2005-present
Youth Sports coaching & involvement 1995-200
Interests/Activities: Dining with Friends & Family in Cape Coral Golfing Reading
Why do you desire to serve on this/these Board(s)? The provide public service and community involvement For The betterment of Cape Coreal
How did you learn about the vacancy? Cape Coral Website Newspaper Facebook X Word of Mouth
A resume or separate sheet with additional information may be included.
Florida law requires that members of certain Boards file a financial disclosure form. Would you be willing to file a financial
disclosure form? Yes No
The City of Cape Coral Code of Ordinances, Section 2-60 has a limitation on offices held; however, this can be waived by a two-thirds (2/3) vote of City Council. If you are already serving on a Board, Authority, or Commission for the City of Cape Coral or for another governmental agency, you would have to be approved by a two-thirds (2/3) vote.
The City of Cape Coral Code of Ordinances, Section 2-57 states that an applicant for membership on a board, committee, or commission or a sitting member of those bodies shall not have any delinquent accounts with the City of Cape Coral at the time of appointment.
I understand the responsibilities associated with being a Board member, and I have adequate time to serve on the above Board(s).
Signature Date
If you have any questions, please call the office of the City Clerk at (239) 574-0411. Return this form to:
City of Cape Coral, City Clerk's Office, P.O. Box 150027, Cape Coral, Florida 33915-0027
FOR OFFICIAL USE ONLY Interviewed: YesNo
Council Action: Date:

PLANNING & ZONING COMMISSION

BOARD INFO	MEMBERS	PHONE NUMBER	INITIAL APPOINT	LAST	TERM
Established by Ordinance 4-72	Daniel D. Read, CHAIR	542-0002 (W)	3/1/2002 (alt.)	2/22/2016	2/28/2019
Alternate Positions Established	112 SW 59th Terrace	225-3182 (C)	8/4/2003 (reg.)		
By Ordinance 56-99, 48-01, 67-01	Cape Coral, FL 33914				
and 173-06.	landbrokers@comcast.net				
Seven Members	James Ranfranz	542-0194 (h)	10/18/2004 (alt)	2/22/2016	2/28/2019
Two Alternates	4929 SW 17th Ave	699-5762 (c)	10/23/2006 (reg.)		
Quorum - 4 Members	Cape Coral, FL 33914				
Regular Members - Three year terms	elscientifico@yahoo.com				
Alternate Members - One year terms	Ryan Peterson, VICE CHAIR				
Terms effective March 1st	527 NW 37th Avenue	935-7073 (o)	2/9/2015	2/13/2017	2/28/2020
	Cape Coral, FL 33993	904 838-7020 (c)			
Qualifications:	rlpete119@gmail.com				
All members shall be citizens of the	Anthony Bennie	239-984-2711	12/11/2017 (reg)	2/12/2018	2/28/2021
United States and residents of the	4612 SW 3RD Ave	239-984-2705			
City of Cape Coral.	Cape Coral, FL 33914				
	anthony@clearconsciencepet.com				
Financial Disclosure required: Yes	John Stevens (alternate)		2/12/2018 (alt.)		2/28/2019
	EXEMPT				
Reviews all changes in Land Use					
and Land Use and Development	jstevens.ccac@gmail.com				
Regulations and provide recommendations	Ron Marmo				
to City Council concerning land use	140 SW 12th Street	612 245-9013	10/26/2015 (alt.)	2/13/17 (reg.)	
matters.	Cape Coral, FL 33991				2/28/2020
	ronmarmo@juno.com				
	Jeffrey Slapper				
	5117 York Court	303 881-0871	5/15/2017 (alt.)	2/12/2018	2/28/2021
	Cape Coral, Fl 33904		12/11/2017(reg)		
Meeting: 1st Wednesday of every month	Jeffery.Slapper@gmail.com				
Liaison: Council Member John Gunter	VACANT (alternate)				
jgunter@capecoral.net					
Board Secretary:	James Schneider				
Patricia Sorrels 239 574-4415	1834 SE 5th Street	829-4579 (o)	2/9/2015 (alt.)	2/22/2016	2/28/2019
	Cape Coral, FL 33990	410 218-7377 (cell)	21312013 (ait.)	2/22/2010	2/20/2019
psorrels@capecoral.net	Jaime@HomesInTheSunshine.com	410 210-1311 (Cell)			
	Jaime@nomesimmeSunsnine.com				

Item

A.(1)

Number: Meeting

Date:

5/14/2018

Item

ORDINANCES/RESOLUTIONS -

Type:

Public Hearings

AGENDA REQUEST FORM CITY OF CAPE CORAL



TITLE:

Resolution 83-18 (VP 17-0019*) 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:

Hearing Examiner Recommendation: The Hearing Examiner recommends that City Council approve the application for the requested vacations, subject to the conditions set forth in Hearing Examiner Recommendation Order 5-2018.

Staff Recommendation: Staff recommends approval.

SUMMARY EXPLANATION AND BACKGROUND:

A resolution providing for the vacation of plat for all platted interior lot lines and public utility and drainage easements lying within Blocks 4722-4725, Cape Coral Unit 70; property located at 3514 Chiquita Boulevard.

LEGAL REVIEW:

Brian R. Bartos, Assistant City Attorney

EXHIBITS:

Resolution 83-18 (VP 17-0019)

Backup materials from the March 6, 2018 Hearing Examiner Hearing

Letter of Opposition

Hearing Examiner Recommendation Order

Staff Presentation

PREPARED BY:

Division- Department- City Attorney

SOURCE OF ADDITIONAL INFORMATION:

Mike Struve, Planning Team Coordinator

ATTACHMENTS:

	Description	Type
D	Resolution 83-18 (VP 17-0019)	Resolution
ם	Back up materials from the March 6, 2018 Hearing Examiner Hearing	Backup Material
D	Letter of Opposition	Backup Material
D	Hearing Examiner Recommendation Order	Backup Material
D	Staff Presentation	Backup Material

RESOLUTION 83 - 18

A RESOLUTION PROVIDING FOR THE VACATION OF PLAT FOR ALL PLATTED INTERIOR LOT LINES AND PUBLIC UTILITY AND DRAINAGE EASEMENTS LYING WITHIN BLOCKS 4722, 4723, 4724, AND 4725, CAPE CORAL UNIT 70; PROPERTY LOCATED AT 3514 CHIQUITA BOULEVARD; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Petition was filed by NEWCOM REAL PROPERTIES, 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 platted interior lot lines and public utility and drainage easements within the following described property are hereby vacated, to wit:

A TRACT OR PARCEL OF LAND BEING BLOCKS 4722 THROUGH 4725 AND PART OF SW 35TH STREET, SW 35TH TERRACE, SW 36TH STREET AND PART OF SW 34TH TERRACE, ALL LYING IN CAPE CORAL SUBDIVISION, UNIT 70 AS RECORDED IN PLAT BOOK 22, PAGES 58 THROUGH 87, PUBLIC RECORDS OF LEE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 1 OF SAID BLOCK 4722; THENCE RUN N.00°00'18"E. ALONG THE WEST LINE OF SAID BLOCK 4722 AND THE EAST RIGHT-OF- WAY LINE OF SW 17TH AVENUE (60 FEET WIDE) FOR 100.12 FEET TO A POINT OF CURVATURE; THENCE RUN NORTHEASTERLY FOR 39.15 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 89° 43'43", A CHORD BEARING OF N.44°52'09"E. AND A CHORD DISTANCE OF 35.27 FEET TO A POINT OF TANGENCY ON THE SOUTH RIGHT-OF-WAY LINE OF SW 34TH STREET (60 FEET WIDE); THENCE RUN N.89°44'01"E. ALONG SAID SOUTH RIGHT-OF-WAY LINE FOR 666.46 FEET TO A POINT OF CURVATURE; THENCE RUN SOUTHEASTERLY FOR 39.25 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 89°57'50", A CHORD BEARING OF S.45°17'04"E. AND A CHORD DISTANCE OF 35.34 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF CHIQUITA BOULEVARD SOUTH (100 FEET WIDE); THENCE RUN S.00°18'09"E. ALONG SAID WEST RIGHT-OF-WAY LINE FOR 1509.66 FEET TO A POINT OF CURVATURE; THENCE RUN SOUTHWESTERLY FOR 39.40 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°18'21", A CHORD BEARING OF S.44°51'01"W. AND A CHORD DISTANCE OF 35.45 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SW 36TH TERRACE (60 FEET WIDE); THENCE RUN N.89°59' 48"W. ALONG SAID NORTH RIGHT-OF-WAY LINE FOR 674.56 FEET TO A POINT OF CURVATURE; THENCE RUN NORTHWESTERLY FOR 39.27 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'06", A CHORD BEARING OF N.44°59'45"W. AND A CHORD DISTANCE OF 35.36 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF THE AFORESAID SW 17TH AVENUE; THENCE RUN N.00°00'18"E. ALONG SAID EAST RIGHT-OF-WAY LINE FOR 1406.38 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 25.759 ACRES, MORE OR LESS.

BEARINGS ARE BASED ON THE EAST RIGHT-OF-WAY LINE OF THE AFORESAID SW 17TH AVENUE TO BE N.00°00'18"E.

Section 2. The Applicant shall meet the following terms and conditions:

- 1. Within 60 days from the date of adoption of this vacation, the owner shall provide to the City an easement deed that provides a six-foot wide public utility and drainage easement around the perimeter of the site. This deed shall be approved by the City Property Broker prior to execution.
- 2. Prior to site plan approval, the developer shall remove or relocate the existing fire hydrant on Block 4722. Alternatively, at the sole discretion of the City, the fire hydrant may remain in place provided the developer installs a backflow preventer, check valve, or similar device on the water line within the perimeter easement at the eastern property line of the site.
- 3. 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 1 above and reimburses the Department of Community Development for all recording fees associated with this resolution and the easement deed.

Section 3. 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 COU	NCIL OF THE CITY OF CAPE CORAL AT ITS REG	ULAR
COUNCIL SESSION THIS	DAY OF, 2018.	
		_
	JOE COVIELLO, MAYOR	
VOTE OF MAYOR AND COUN	CILMEMBERS:	
COVIELLO	NELSON	
GUNTER	STOKES	
CARIOSCIA		
STOUT	COSDEN	
ATTENDED TO LAND DV DD T		
	N MY OFFICE THIS DAY OF	
2018.		
	DEBECCA MAN DELITEROM	_
	REBECCA VAN DEUTEKOM, CITY CLERK	
	CITI CLERK	

APPROVED AS TO FORM:

BRIAN R. BARTOS

ASSISTANT CITY ATTORNEY

res/vp17-0019



DEPARTMENT OF COMMUNITY DEVELOPMENT

VACATION OF PLAT APPLICATION

Questions: 239-574-0776

Case # VP17-0019

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 Newcom Real Properties, LLC	Address: 5707 S Cass Ave STE 1070
Hencom real repended, LLO	City: Westmont State: IL Zip 60559
	Phone: 630-251-1015
APPLICANT Newcom Real Properties, LLC	Address: 5707 S Cass Ave STE 1070
EMAIL steve@sgn-llc.com	City: Westmont State: IL Zip 60559
	Phone: 630-251-1015
AUTHORIZED REPRESENTATIVE Joe Mazurkiewicz, Jr./BJM Consulting, Inc	Address: PO Box 101655 City: Cape Coral State: FL Zip 33910
EMAIL joe@bjmconsult.com	City: Cape Coral State: FL Zip 33910 Phone: 239-470-5778
Unit 70 Block 4722-4725 Lot(s) All	Subdivision Cape Coral
Address of Property 3514 Chiquita Blvd S	
Current Zoning MR	Plat Book 22 , Page 85+VAC ROW #2009000071
	Strap Number 04-45-23-C2-04724.0000



DEPARTMENT OF COMMUNITY DEVELOPMENT VACATION OF PLAT APPLICATION

Questions: 239-574-0776

Case # VP17 · 0019

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 MUST BE NOTARIZED)

Steve Newcom for Newcom Real Properties, LLC

APPLICANT NAME (PLEASE TYPE OR PRINT)

APPLICANT'S SIGNATURE MANAGING MEMBER

STATE OF LLINOIS COUNTY OF	DUPAGIE	
Sworn to (or affirmed) and subscr	ibed before me this 9Hday of Octo BER	20 <u>17</u> by
STEVEN NEWCOM	who is personally known or produced $Personal Personal P$	onacly known
as identification.	Exp. Date: 5/1/2020 Commission Num	ber: 693020

KATHLEEN M KERRICK Official Seal Notary Public - State of Illinois My Commission Expires May 1, 2020 Signature of Notary Public:

Printed name of Notary Public:

KATHLEEN M. KERR



DEPARTMENT OF COMMUNITY DEVELOPMENT

VACATION OF PLAT APPLICATION

Questions: 239-574-0776

Case # VP17 - 0019

	AUTHORIZA	ATION TO REPRESENT	PROPERTY OWNER(s)
PLEASE BE ADVISED	D THAT	Joe Mazurkiewicz, Jr./BJ	M Consulting, Inc
	(Name of person giving	
			NNING & ZONING COMMISSION/ LOCAL PLANNING OR CITY COUNCIL FOR
UNIT 70	BLOCK 4722-4725	LOT(S) All	SUBDIVISION Cape Coral
OR LEGAL DESCRIP	TION		
	CITY OF CAPE CORAL,		DA.
Steve Newcom for Ne	ewcom Real Properties, LL	<u>c</u> _	PROPERTY OWNER (Please Print)
PROPERTY OWN	ewcom Real Properties, LL NER (Please Print) NER (Signature & Title)		PROPERTY OWNER (Please Print)
PROPERTY OWN PROPERTY OWN TATE OF THING ubscribed and swor	NER (Signature & Title) OTS , COUNTY OF	DUPA GTE ore me this personally known or pr	PROPERTY OWNER (Please Print) MBER PROPERTY OWNER (Signature & Title) 9+H day of October , 2017, by
PROPERTY OWN PROPERTY OWN TATE OF THINO ubscribed and swoo	NER (Please Print) NER (Signature & Title) NER (Signature & Title)	DUPA GIE ore me this personally known or pr	PROPERTY OWNER (Please Print) MBER PROPERTY OWNER (Signature & Title) 9+H day of October , 2017, by

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



DEPARTMENT OF COMMUNITY DEVELOPMENT VACATION OF PLAT APPLICATION

Questions: 239-574-0776

Case # VP17-0019

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.

Newcom Real Properties, LLC	
CORPORATION/COMPANY NAME	1-1-41
Steve Newcom	In free
PROPERTY OWNER (PLEASE TYPE	
STATE OF TLLINDIS, COL	INTY OF DUPAGE
Sworn to (or affirmed) and subs	scribed before me this $9+11$ day of $00+1$, 2017, by
StEVEN NEWCOM	who is personally known or produced PERSONALLY KNOWN
as identification.	Exp. Date: 5/1/2020 Commission Number: 693020
	Signature of Notary Public: Lathleen M. Kerreik
KATHLEEN M KERRICK Official Seal Notary Public - State of Illinois	Printed name of Notary Public: KA+HLSEN M. KERRICK (SIGNATURE MUST BE NOTARIZED)



DEPARTMENT OF COMMUNITY DEVELOPMENT

VACATION OF PLAT APPLICATION

Questions: 239-574-0776

Case # VPI7.0019

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.

Steve Newcom for Newcom real Properties, LLC

OWNER/APPLICANT (PLEASE TYPE OR PRINT)

OWNER/APPLICANT SIGNATURE MANAGING MEMBER

(SIGNATURE MUST BE NOTARIZED)

STATE OF THINDIS COUNTY OF UPAGE

Sworn to (or affirmed) and subscribed before me on this 9HH day of October 12017 by Steven New Com who is personally known or who has produced PERSONALLY KNOWN as identification.

Exp. Date 5/1/2020

Commission # 693020

KATHLEEN M. KERRICK

KATHLEEN M KERRICK
Official Seal
Notary Public - State of Illinois
My Commission Expires May 1, 2020



Joe Mazurkiewicz, Jr. President P O Box 101655 Cape Coral, FL 33910 Telephone 239-470-5778 Email: joe@bjmconsult.com

November 1, 2017

Mr. Vince Cautero, Director
Department Community Development
City of Cape Coral
PO Box 150027
Cape Coral FL 33915-0027

RE: Vacation of Internal Lot Lines and PUD's, BLK 4722 thru 4725

Dear Mr. Cautero,

BJM Consulting, Inc. represents the Newcom Real Properties, LLC the owner of all the property within Block 4722-4725. The address of the properties is: 3514 Chiquita BLVD S.

The site is located near the intersection of Chiquita BLVD S and Savona PRWY, its future land use is CAC (Commercial Activity Center), existing zoning is MR (Marketplace/Residential). The site is 25.75 +/- acres and is currently serviced by all three utilities.

We are requesting the vacation of all the internal lot lines and internal 6' PUD's to allow the development of the property as a single tract of land. The public rights of ways and adjoining PUD's were vacated by previous action of the city in Resolution 03-09 - VP - 07-00600016.

We have sent letter to all three utilities asking for their finding of no objection to this request. To the best of our knowledge there will be no impact on the utilities as there are none located within any of the internal lot lines we are requesting to be vacated.

We have a purchase contract for the tract and one of the buyer's funders are requesting this action. Anything you can do to move this very simple and noncontroversial application through the process quickly will be sincerely appreciated.

We respectfully request your review and approval of this vacation application.

Please let us know if you have any questions or concerns regarding these applications.

Sincerely,

Joe Mazurkiewicz, Jr. Ph.D. President, BJM Consulting, Inc.

Detail by Entity Name

Foreign Limited Liability Company
NEWCOM REAL PROPERTIES LLC

Filing Information

Document Number

M04000000862

FEI/EIN Number

20-0216479

Date Filed

02/24/2004

State

CO

Status

ACTIVE

Principal Address

3313 SUNSET KEY CIRCLE

UNIT #707

PUNTA GORDA, FL 33955

Changed: 03/22/2017

Mailing Address

3313 SUNSET KEY CIRCLE

UNIT #707

PUNTA GORDA, FL 33955

Changed: 03/22/2017

Registered Agent Name & Address

NEWCOM, STEVEN G

3313 SUNSET KEY CIRCLE

UNIT #707

PUNTA GORDA, FL 33955

Address Changed: 04/20/2006

Authorized Person(s) Detail

Name & Address

Title MGRM

NEWCOM, STEVEN G 3313 SUNSET KEY CIRCLE

LINUX #707

UNIT #707

PUNTA GORDA, FL 33955

Annual Reports

Report Year Filed Date 2015 03/04/2015 2016 03/14/2016

2017

03/22/2017

Document Images

Property Data

STRAP: 04-45-23-C2-04724.0000 Folio ID: 10101386

Owner Of Record

NEWCOM REAL PROPERTIES LLC 5707 S CASS AVE STE 1070 **WESTMONT IL 60559**

Site Address

3514 CHIQUITA BLVD S CAPE CORAL FL 33914

Property Description

Do not use for legal documents!

CAPE CORAL UNIT 70 BLKS 4722 4723 4724 + 4725 PB 22 PG 85 + VAC ROW INST # 2009000071311

Historic District

Classification / DOR Code

ACREAGE NOT AG CLASSIFIED / 99



[Tax Map Viewer]

[Pictometry Aerial Viewer]

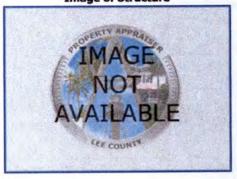
Current Working Values





		-	
Just	321,875	As Of	07/10/2017
	Attributes		
Land Units	Of Measure ()		AC
Units 🕕			25.75
Frontage			0
Depth			0
Total Numb	per of Buildings		0
Total Bedro	ooms / Bathrooms		0
Total Living	Area 😉		0
1st Year Bu	ilding on Tax Roll 😉		0

Image of Structure



Property Value History

No

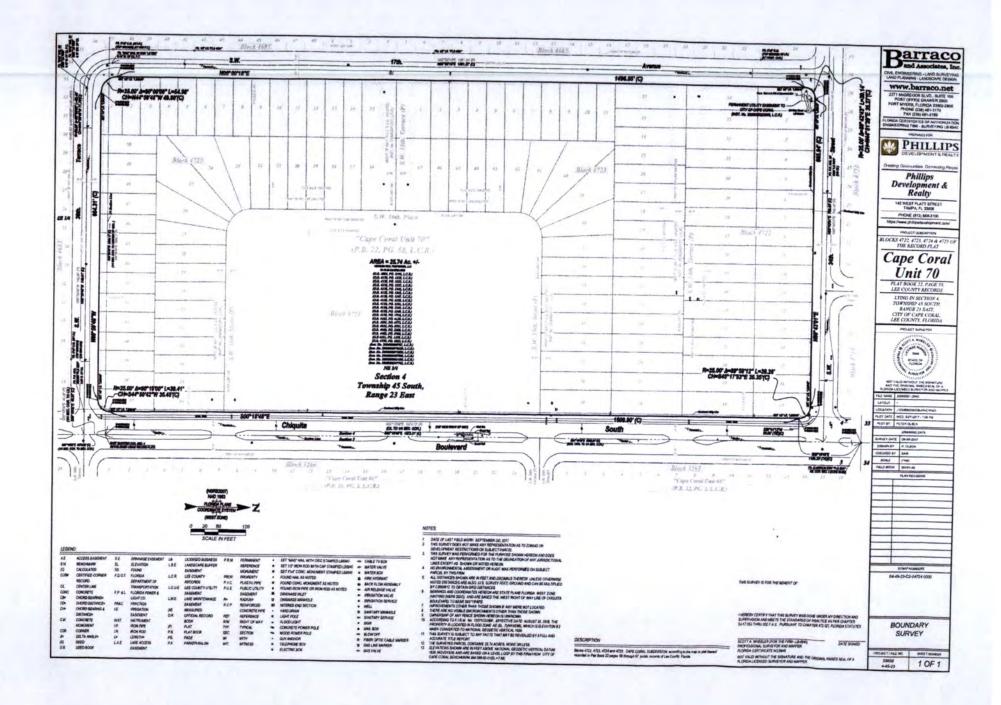
	Tax Year	Just	Market Assessed	Capped Assessed	Taxable
	1992	384,100	384,100	384,100	384,100
	1993	315,160	315,160	315,160	315,160
-	1994	315,160	315,160	315,160	315,160
	1995	315,160	315,160	315,160	315,160
	1996	285,620	285,620	285,620	285,620
	1997	275,770	275,770	275,770	275,770
	1998	275,770	275,770	275,770	275,770
	1999	196,980	196,980	196,980	196,980
	2000	196,980	196,980	196,980	196,980
	2001	196,980	196,980	196,980	196,980
	2002	196,980	196,980	196,980	196,980
	2003	334,860	334,860	334,860	334,860
	2004	965,190	965,190	965,190	965,190
	2005	1,181,860	1,181,860	1,181,860	1,181,860
	2006	1,356,730	1,356,730	1,356,730	1,356,730
	2007	1,033,700	1,033,700	1,033,700	1,033,700
-	2008	1,033,700	1,033,700	1,033,700	1,033,700
	2009	1,505,060	1,505,060	1,505,060	0
	2010	1,402,303	1,402,303	1,402,303	1,402,303
	2011	841,382	841,382	841,382	841,382
	2012	218,875	218,875	218,875	218,875
	2013	218,875	218,875	218,875	218,875
	2014	283,250	283,250	240,763	240,763
	2015	283,250	283,250	264,839	264,839

Exemptions No existing exemptions found for this property.

-	43	Values (2017 TRIM)	
	Property Values Attributes			
Just		321,875	Land Units Of Measure	AC
Assessed		321,875	Units 1	25.75
Portability Applied		0	Frontage	C
Cap Assessed		320,455	Depth	C
Taxable		320,455	Total Number of Buildings	C
Cap Difference		1,420	Total Bedrooms / Bathrooms	C
			Total Living Area 4	C
			1st Year Building on Tax Roll 🚯	C
			Historic District	Nc

Taxing Authorities CITY OF CAPE CORAL / 057

Name / Code	Category	Mailing Address
LEE CO GENERAL REVENUE / 044	County	Lee County Office of Management & Budget PO BOX 398 FORT MYERS FL 33902-0398
LEE CO ALL HAZARDS PROTECTION DIST / 101	Dependent District	Lee County Office of Management & Budget PO BOX 398 FORT MYERS FL 33902-0398
LEE CO LIBRARY DIST / 052	Dependent District	Lee County Office of Management & Budget PO BOX 398 FORT MYERS FL 33902-0398
MUNICIPAL SOLID WASTE DISPOSAL MSTU / 116	Dependent District	Lee County Office of Management & Budget PO BOX 398 FORT MYERS FL 33902-0398
LEE CO HYACINTH CONTROL DIST / 051	Independent District	RUSSELL BAKER 15191 HOMESTEAD RD LEHIGH ACRES FL 33971
LEE CO MOSQUITO CONTROL DIST / 053	Independent District	RUSSELL BAKER 15191 HOMESTEAD RD LEHIGH ACRES FL 33971
WEST COAST INLAND NAVIGATION DIST / 098	Independent District	CHARLES W LISTOWSKI EXECUTIVE DIRECTOR 200 MIAMI AVE E VENICE FL 34285-2408
CITY OF CAPE CORAL / 014	Municipal	VICTORIA BATEMAN FINANCIAL SERVICES DIRECTOR PO BOX 150027 CAPE CORAL FL 33915-0027
PUBLIC SCHOOL - BY LOCAL BOARD / 012	Public Schools	AMI DESAMOURS BUDGET DEPARTMENT 2855 COLONIAL BLVD FORT MYERS FL 33966
PUBLIC SCHOOL - BY STATE LAW / 013	Public Schools	AMI DESAMOURS BUDGET DEPARTMENT 2855 COLONIAL BLVD FORT MYERS FL 33966
SFWMD-DISTRICT-WIDE / 110	Water District	MICHELLE QUIGLEY 3301 GUN CLUB RD WEST PALM BEACH, FL 33406
SFWMD-EVERGLADES CONSTRUCTION PROJECT / 084	Water District	MICHELLE QUIGLEY 3301 GUN CLUB RD WEST PALM BEACH, FL 33406
SFWMD-OKEECHOBEE BASIN / 308	Water District	MICHELLE QUIGLEY 3301 GUN CLUB RD



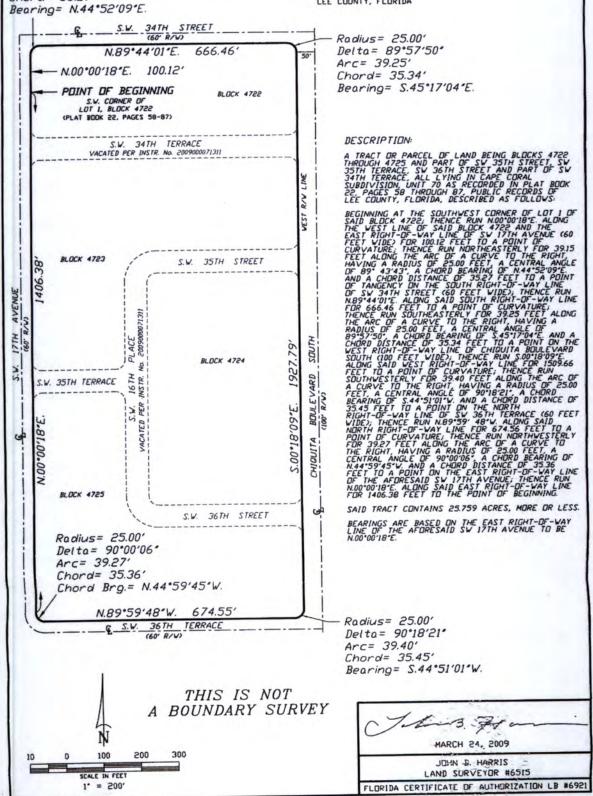
SPECIFIC PURPOSE SURVEY OF

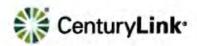
BLOCKS 4722 THROUGH 4725 AND PART OF VACATED S.W. 16TH PLACE, S.W. 34TH TERRACE, S.W. 35TH TERRACE, S.W. 35TH STREET, AND S.W. 36TH STREET

AND S.W. 36TH STREET
CAPE CORAL SUBDIVISION, UNIT 70

Radius= 25.00' Delta= 89°43'43' Arc= 39.15' Chord= 35.27'

SECTION 4, TOWNSHIP 45 SOUTH, RANGE 23 EAST (PLAT BOOK 22, PAGES 58-87)
LEE COUNTY, FLORIDA





Attention:

Joe Mazurkiewicz, Jr. joe@bjmconsult.com BJM Consulting, Inc P.O Box 101655 Cape Coral, FL 33910

Phone: (239) 470-5778

Subject: - Vacation of Internal Lot Lines and PUD's, BLK 4722 thru 4725

Site Address: 3514 Chiquita Blvd S

Strap # 04-45-23-C2-04727.0000

Dear Joe Mazurkiewicz

In regard to the referenced property above CenturyLink has **No Objection** to the vacation of the internal 6' PUD's.

Sincerely

THANK YOU!

Justin Lane
OSP Engineering
3301 Del Prado Blvd S
Office: (239)-984-7009
justin.lane@centurylink.com



12600 Westlinks Drive Suite 4 Fort Myers Fl. 33913 Phone: 239-432-1805

February 2, 2018

BJM Consulting C/O Joe Mazurkiewicz P.O. Box 101655 Cape Coral, Florida 33910

Re; 3514 Chiquita Blvd.

Dear Joe Mazurkiewicz,

This letter will serve to inform you that Comcast has no objection to your proposed vacation 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



Lee County Electric Cooperative, Inc.

Post Office Box 3455

North Fort Myers, FL 33918-3455

(239) 995-2121 • Fax (239) 995-7904

www.lcec.net

February 9, 2018

Mr. Joe Mazurkiewicz, Jr. BJM Consulting President P O Box 101655 Cape Coral, FL 33910

Re: Lette

Letter of No Objection to Vacation of Interior Lot Lines 3514 S. Chiquita Boulevard, Cape Coral,

FL; Owner: Newcom Real Properties, LLC; Strap#: 04-45-23-C2-04727.0000.

Dear Mr. Mazurkiewicz:

You have opened up negotiations, on behalf of your client, Newcom Real Properties, LLC, concerning the vacation of a certain interior lot lines contained within lands located on a sketch and description known as Blocks 4722 through 4725, Unit 70, Cape Coral Subdivision, according to the map or plat thereof as recorded in Plat Book 22, Pages 58 through 87, inclusive, of the Public Records of Lee County, Florida.

We have reviewed the Plat, the request submitted with sketch and description, and our internal records. LCEC has **no objection** to the vacation of the internal lot lines as submitted and reflected in the request. However, we do require in the after situation, that a 6 foot-wide perimeter easement be retained for the provision of power to the site. LCEC has facilities in the northern easement area to the northwest corner of the property to service a pump station belonging to the City of Cape Coral, and along the eastern property line travelling north and south to service other properties along the Chiquita route.

Should there be any questions please call me at 239-656-2112, or, if you prefer, I can be reached by email at russel.goodman@lcec.net.

Very truly yours,

Russel Goodman, SR/WA

Digitally signed by Russel Goodman, SR/WA DN: cn=Russel Goodman, SR/WA, o=Lee County Electric Co-operative, ou=Design and Engineering, email=Russel.Goodman@lcec.net, c=US Date: 2018.02.09 12:12:35 -05'00'

Russel Goodman, SR/WA Senior Right of Way Agent

PERMANENT UTILITY EASEMENT This grant of Easement, made this 7+# day of July , 2006, by and between Newcom Real Properties, L.L.C., a Colorado Limited Liability Company, 10 S. Wacker Drive, Suite 1970, Chicago, Illinois, 60606 "Grantor(s)", and the City of Cape Coral, a Florida Municipal Corporation, "Grantee". WITNESSETH that said Grantors, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable considerations to said Grantors 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 easement to survey, construct, operate, maintain, remove, replace or abandon utility facilities, in, along, and upon the following described land, situate, lying and being in Lee County, Florida, to wit: A parcel of land for permanent utility easement purposes situated in a portion of Lot 1, Block 4722, Cape Coral Subdivision, Unit 70, according to Plat Book 22 at Pages 58-87, of the Public Records of Lee County, Florida, being more particularly described in Exhibit "A", which is attached hereto and incorporated herein by reference. Reserving unto the Grantor, his successors and assigns forever, the right to construct, maintain and place upon the property being herein conveyed landscaping and/or other surface improvements provided that such does not unduly interfere with the utility facilities constructed. If Grantee disturbs the improvements upon the Easement, the Grantor, his successors and assigns shall be solely responsible for the cost of disturbing and restoring any of the foregoing improvements in accordance with Section 3.14.5 of the City of Cape Coral Land Use and Development Regulations. In Witness Whereof, Grantors have hereunto set their hands the day and year first above Newcom Real Properties, L .C., a Colorado Limited Liability Company VIIILE MANAGING MEMBER cond Witness (Signature) rint, Type or Stamp Name of Second Witness (Corporate Seal) STATE OF: 14 INOIS COUNTY OF: CON before me this v 7+H day of Jul 2006 who is/is not personally known by me or has produced My Commission Expires Notary Notary Public Print or Type Name "OFFICIAL SEAL" KATHLEEN M KERRICK COMMISSION EXPIRES 04/16/08 Prepared by: CITY OF CAPE CORAL

Prepared by: CITY OF CAPE CORAL P.O. BOX 150027 CAPE CORAL FLORIDA 33915-0027 Strap: 04-45-23-C2-04722-0010

EXHIBIT

PUMP STATION 531 PARCEL IN LOT 1, BLOCK 4722, CAPE CORAL UNIT 70 (PLAT BOOK 22 AT PAGES 58-87, LEE COUNTY RECORDS) SECTION 4, TOWNSHIP 45 SOUTH, RANGE 23 EAST LEE COUNTY, FLORIDA

A TRACT OR PARCEL OF LAND BEING PART OF LOT 1, BLOCK 4722, CAPE CORAL UNIT 70 AS RECORDED IN PLAT BOOK 22 AT PAGES 58 THROUGH 87 IN THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, LYING IN SECTION 4, TOWNSHIP 45 SOUTH, RANGE 23 EAST, LEE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

FROM THE NORTHEAST CORNER OF SAID LOT 1 RUN S 89° 43 '47" W ALONG THE NORTH LINE OF SAID LOT 1FOR 21.32 TO THE POINT OF BEGINNING.

FROM SAID POINT OF BEGINNING RUN S 00° 00' 04" W FOR 30.00 FEET; THENCE RUN S 89° 43' 47" W FOR 30.00 FEET TO AN INTERSECTION WITH THE WEST LINE OF SAID LOT 1; THENCE RUN N 00° 00' 04" E ALONG SAID WEST LINE FOR 5.12 FEET TO A POINT OF CURVATURE; THENCE RUN NORTHEASTERLY ALONG AN ARC OF SAID CURVE TO THE RIGHT OF RADIUS 25.00 FEET (DELTA 89° 43' 43") (CHORD BEARING N 44°51' 56"E) (CHORD 35.27 FEET) FOR 39.15 FEET TO A POINT OF TANGENCY; THENCE RUN N 89° 43' 47" E ALONG SAID NORTH LINE OF LOT 1 FOR 5.12 FEET TO THE POINT OF BEGINNING. PARCEL CONTAINS 767 SOUARE FEET, MORE OR LESS.

BEARINGS HEREINABOVE MENTIONED ARE PLANE COORDINATE FOR THE FLORIDA WEST ZONE, NAD 1983 (1990 ADJUSTMENT), WHEREIN THE NORTH LINE OF SAID LOT 1 BEARS S 89° 43 '47" W.

THIS SURVEY IS ONLY FOR THE BENEFIT OF:

MWH AMERICAS, INC.

NO OTHER PERSON OR ENTITY MAY RELY ON THIS SURVEY.

IN MY PROFESSIONAL OPINION, AS A LICENSED FLORIDA PROFESSIONAL SURVEYOR AND MAPPER I HEREBY REPORT AND CERTIFY TO THE ABOVE THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF A PARTIAL TOPOGRAPHIC SURVEY MADE AND PLATTED UNDER MY DIRECTION DATED AS SHOWN IN NOTE I HEREON AND MADE IN ACCORDANCE WITH CHAPTER 472.027, FLORIDA STATUTES.

FRANCES L. SUMMERALI. (FOR THE FIRM - LB #642)
PROFESSIONAL LAND SURVEYOR
E ORDINAL PROFESSIONAL LAND SURVEYOR

FLORIDA CERTIFICATE NO. 5652

DATE SIGNED: ___

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER AND NOT VALID WITHOUT SKETCH SHEET 2.

PARCEL IN LOT 1, BLOCK 4722, CAPE CORAL UNIT 70 PLAT BOOK 22 AT PAGES 58 - 87, LEE COUNTY RECORDS SECTION 4, TOWNSHIP 45 SOUTH, RANGE 23 EAST, CITYOF CAPE CORAL, LEE COUNTY, FLORIDA



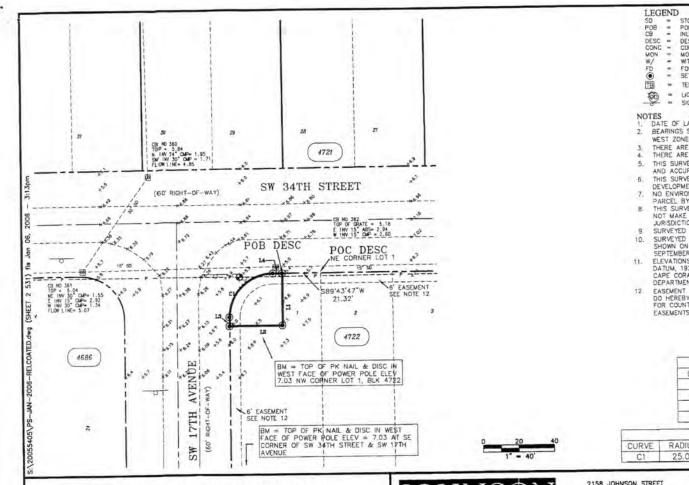
2158 JOHNSON STREET P.O. BOX 1550 FORT MYERS, FLORIDA 33902-1550 PHONE (239) 334-0046 FAX (239) 334-3661 E.B. #642 & L.B. #642

LEGAL DESCRIPTION LIFT STATION EASEMENT (PS-531)

1-6-6

20055405 1" = 40" JAN 2006 4-45-23

1 OF 2



JB. JUNCTION BOX STORM DRAIN D:X POWER POLE POINT OF BEGINNING WATER VALVE DESCRIPTION BENCHMARK (BM) CONCRETE MONUMENT FIRE HYDRANT = FOUND = SET 3/4" PIPE W/CAP LB 842 8 MAIL BOX (EW) TELEPHONE BOX = LIGHT POLE ANCHOR POTABLE WATER

DATE OF LAST FIELD WORK: JANUARY 3, 2006.

- BEARINGS SHOWN HEREON ARE PLANE COORDINATES FOR THE FLORIDA WEST ZONE, NAD 1983 (1990 ADJUSTMENT)
- THERE ARE NO VISIBLE APPARENT PHYSICAL USES, OTHER THAN SHOWN.
 THERE ARE NO SUBSTANTIAL VISIBLE IMPROVEMENTS.
- THIS SURVEY IS SUBJECT TO ANY FACTS THAT MAY BE DISCLOSED BY A FULL AND ACCURATE TITLE SEARCH.
- THIS SURVEY DOES NOT MAKE ANY REPRESENTATION AS TO ZONING OR
- DEVELOPMENT RESTRICTIONS ON THE SUBJECT PARCEL.
 NO ENVIRONMENTAL ASSESSMENT OR AUDIT WAS PERFORMED ON THE SURVEYED PARCEL BY THIS FIRM.
- THIS SURVEY WAS PERFORMED FOR THE PURPOSE SHOWN HEREON AND DOES NOT MAKE ANY REPRESENTATION AS TO THE DEUNEATION OF ANY JURISDICTIONAL LINES EXCEPT AS SHOWN OR NOTED HEREON.
- SURVEYED PARCEL CONTAINS: 767 SQUARE FEET, MORE OR LESS.
- SURVEYED PARCEL LOCATED IN FEMA FLOOD ZONE AB (EL = 8') AS SHOWN ON FIRM COMMUNITY PANEL 125095 0030C, EFFECTIVE DATESEPTEMBER 18, 1985.
- ELEVATIONS SHOWN HEREON ARE IN FEET ABOVE NATIONAL GEODETIC VERTICAL DATUM, 1929, BASED ON LEVEL LOOPS RUN BY THIS FIRM FROM THE CITY OF CAPE CORAL BENCHMARKS, THE CITY OF CAPE CORAL PUBLIC WORKS DEPARTMENT SURVEY SECTION SEPTEMBER, 2004.
- EASEMENT AS TAKEN FROM FACE OF PLAT: "THE OWNERS OF THIS PROPERTY DO HEREBY DEDICATE EASEMENTS ALONG EACH BOUNDARY OF EACH HOMESITE FOR COUNTY DRAINAGE PURPOSES, AND FOR PUBLIC UTILITIES; SAID EASEMENTS NOT TO EXCEED SIX FEET EACH SIDE OF SAID BOUNDARIES"

	LINE TABLE	
LINE	BEARING	LENGTH
L1	S 00'00'04" W	30.00
L2	S 89'43'47" W	30.00
L3	N 00'00'04" E	5.12
L4	N 89'43'47" E	5.12

		CURVE	TABLE		
CURVE	RADIUS	DELTA	DIRECTION	CHORD	LENGTH
C1	25.00	89'43'43"	N 44'51'56" E	35.27	39.15

PARCEL IN LOT 1, BLOCK 4722, CAPE CORAL UNIT 70 PLAT BOOK 22 AT PAGES 58 - 87, LEE COUNTY RECORDS SECTION 4, TOWNSHIP 45 SOUTH, RANGE 23 EAST, CITYOF CAPE CORAL, LEE COUNTY, FLORIDA



2158 JOHNSON STREET P.O. BOX 1550 FORT MYERS, FLORIDA 33902-1550 PHONE (239) 334-3661 FAX (239) 334-3661 E.B. #642 & L.B. #642 BOUNDARY & PARTIAL TOPOGRAPHIC SURVEY LIFT STATION EASEMENT

	(PS	-531 REVIS	ED)	
DATE JAN 2006	PROJECT NO. 20055405		1" = 40'	SHEET 2 OF 2

Review Date: February 13, 2018

Property Owner: Newcom Real Properties, LLC

Owner Address: 5707 South Cass Avenue, Suite 1070

Chicago, IL 60606

Authorized Rep. Joe Mazurkiewicz, BJM Consulting

Request: The applicant requests to vacate all platted easements and all lot lines in Blocks

4722, 4723, 4724, and 4725, Unit 70, Cape Coral Subdivision.

Property Location: 3514 Chiquita Boulevard South

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 Transition

Property Description:

The site is 25.7 acres on the west side of Chiquita Boulevard, less than 500 feet north of Savona Parkway (Figure 1). The site is vacant except for a City lift station at the northwest corner. Residential uses surround the site to the north, south, and west. Several commercial uses adjacent to the site are present along Chiquita Boulevard to the north and east.

The site has a Commercial Activity Center (CAC) Future Land Use Classification and Marketplace-Residential (MR) Zoning. The site is surrounded by properties with a CAC (to the south), Commercial/Professional (to the north and east), and Multi Family Residential (to the north, south, and west) Future Land Use Classifications. Zoning is more varied and includes sites with residential zoning to the north, south, and west and commercial-zoned sites to the north and east.

The site represents an assemblage of properties occupying four blocks. In 2009 this site was enlarged from the vacation of several streets that included SW 34th Terrace, SW 35th Street, SW 35th Terrace, SW 16th Place, and SW 36th Street. Besides these rights-of-way, all underlying and adjoining easements were vacated by Resolution 3-09.

Purpose of the Request

The letter of intent states the vacation requested to develop the property as a single tract of land. A purchase contract exists for the site and a financer of the prospective buyer has requested this action.

_

¹ LS-531

Cape Coral allows construction across property lines and lot lines provided all affected parcels and lots are under common ownership. Construction can also occur over platted easements that are internal to a site when the easements lack utility facilities. In both instances, the lot lines and easements remain, unless a vacation request is approved by the City Council. Allowing construction across lot lines and over easements is a practice that is not universally allowed by local governments and some jurisdictions may require easement vacations, lot line adjustments, or similar actions before authorizing construction. City staff has received inquiries in the past from banks and title companies seeking clarification and confirmation of these practices in Cape Coral.

Figure 1. Location of the 25.7-acre site (outlined in blue). Platted lot lines requested to be vacated are outlined in black.



Zoning History

The site had a Commercial/Professional Future Land Use Classification that was changed to CAC by Ordinance 6-08. The zoning history of the subject blocks is more varied and is summarized in Table 1.

Table 1. Zoning History of Blocks 4722, 4723, 4724, and 4725, Unit 70.

Block	Lots	Future Land Use	Zoning
4722	1-34	CP to CAC – ORD 6-08	R-3 to RD – ORD 61-90
			RD to MR – ORD 17-11
4723	1-47	CP to CAC – ORD 6-08	R-3 to RD – ORD 61-90
			RD to C-1 – ORD 67-99
			C-1 to MR – ORD 17-11
4724	Tract	CP to CAC – ORD 6-08	C-1 to MR – ORD 17-11
4725	1-50	CP to CAC – ORD 6-08	R-3 to RD – ORD 61-90
			RD to MR – ORD 17-11

Analysis:

Staff has analyzed this request for compliance with LUDR, Section 8.11, "Vacation of plats, rights-of-way and other property," and consistency with the City Comprehensive Plan.

Request to Vacate Public Utility and Drainage Easements

The applicant seeks to vacate all platted easements in Blocks 4722, 4723, 4724, and 4725. All easements are on property owned by the applicant. The utility providers (CenturyLink, Comcast, and LCEC) lack facilities in the subject easements do not object to the requested vacations. The City also lacks facilities in the easements. Staff recommends a six-foot wide easement be provided by the applicant around the perimeter of the site for future utility installation and maintenance.

Request to Vacate Internal Lot Lines

The applicant requests that all internal lot lines be vacated. This action will create a single parcel for new development. While the site can be developed lawfully consistent with City regulations with the lot lines intact, Planning staff has no objection to this request. Approval of this request may eliminate ambiguity on the part of developers, lenders, and insurers as to the immediate suitability of the site for development.

Consistency with the Comprehensive Plan

Future Land Use Element

Policy 1.15n. Commercial Activity Center (CAC): The purpose of this future land use classification is to promote non-residential and mixed-use development at key locations, within close proximity to major corridors throughout the City of Cape Coral in areas where a mix of uses may be developed. The Commercial Activity Center classification is a mixed-use classification designed to minimize the need for vehicle trips through the development of both residential and non-residential uses in a single project. Furthermore, the purpose of the Commercial Activity Center is to integrate all uses through landscape, site, and architectural design standards. In addition, the Commercial Activity Center land use classification is intended to provide locations that offer employment opportunities and daily goods and services to the local community and, in some instances, attract patrons from the region. Commercial Activity Centers are intended to be pedestrian friendly and interconnected with adjacent projects – whether residential or non-residential. **Staff comment: The site has MR Zoning that is consistent with the CAC Future Land**

Use Classification. The site is along Chiquita Boulevard, a major City street. This policy is supportive of this request.

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 of easements and lot lines will provide a "clean," consolidated building site and may eliminate uncertainty on the part of the development community as to the suitability of the site for new construction. This policy is supportive of this request.

Economic Development Element

Policy 6.3. The City shall foster land assembly efforts in targeted areas having fragmented land ownership patterns. Such land assembly efforts shall include, but not necessarily be limited to: and, assisting land owners in establishing real estate trusts; holding meetings or workshops concerning the benefits of a unified development plan. Staff comment: Land assembly efforts in this instance involve vacating interior easements and lot lines to provide an unencumbered, single consolidated site. This policy is supportive of this request.

Recommendation:

Staff recommends **approval** of both vacations with the following conditions.

Conditions of Approval

- 1. Within 60 days from the date of adoption of this vacation, the owner shall provide to the City an easement deed that provides a six-foot wide public utility and drainage easement around the perimeter of the site. The deed shall be approved by the City Property Broker prior to execution.
- 2. 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 #1 above, and reimburses the Department of Community Development for all recording fees associated with this resolution and the easement deed.





NOTICE TO SURROUNDING PROPERTY OWNERS

CASE NUMBER: VP17-0019

<u>REQUEST:</u> Newcom Real Properties, LLC seeks a vacation of plat for all platted easements within Lots 1-34, Block 4722, Lots 1-47, Block 4723, Block 4724, and Lots 1-50, Block 4725, Unit 70 Cape Coral Subdivision, and a vacation of platted lot lines within Lots 1-34, Block 4722, Lots 1-47, Block 4723, Block 4724, and Lots 1-50, Block 4725, Unit 70 Cape Coral Subdivision; property located at 3514 Chiquita Boulevard South.

LOCATION: 3514 Chiquita Boulevard South

<u>CAPE CORAL STAFF CONTACT:</u> Mike Struve, AICP, LEED, Planning Team Coordinator, 239-242-3255, <u>mstruve@capecoral.net</u>

PROPERTY OWNER(S): Newcom Real Properties, LLC

AUTHORIZED REPRESENTATIVE: Joe Mazurkiewicz, Jr./BJM Consulting, Inc

<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, March 6, 2018 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 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 when 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 A.M. and 4:30 P.M. 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.



Please contact us with changes or cancellations as soon as possible, otherwise no further action needed.

TOLL-FREE

Local#

888-516-9220

239-335-0258

FNPLegals@gannett.com

Customer:

CITY OF CAPE CORAL_DEPT OF COM

Address:

1015 CULTURAL PARK BLVD

CAPE CORAL FL 33990

USA

Ad No .:

0002753168

Net Amt:

\$404.21

Run Times: 1

Run Dates: 02/24/18

Text of Ad:

NOTICE OF PUBLIC HEARING

CASE NUMBER: VP17-0019

REQUEST: Newcom Real Properties, LLC seeks a vacation of plat for all platted easements within Lots 1-34, Block 4722, Lots 1-47, Block 4723, Block 4724, and Lots 1-50, Block 4725, Unit 70 Cape Coral Subdivision, and a vacation of platted lot lines within Lots 1-34, Block 4722, Lots 1-47, Block 4723, Block 4724, and Lots 1-50, Block 4725, Unit 70 Cape Coral Subdivision; property located at 3514 Chiquita Boulevard South. LOCATION: 3514 Chiquita Boulevard South

CAPE CORAL STAFF CONTACT: Mike Struve, AICP, LEED, Planning Team Coordinator, 239-242-3255, mstruve@cape coral net.

PROPERTY OWNER(S): Newcom Real Properties, LLC

AUTHORIZED REPRESENTATIVE: J Mazurkiewicz, Jr./BJM Consulting, Inc

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Cape Coral, FL.

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DETAILED INFORMATION: The case re-DETAILED INFORMATION: The case re-port and colored maps for this applica-tion are available at the City of Cape Coral website, www.capecoral.net/publ ichearing (Click on 'Public Hearing In-formation', use the case number refer-enced above to access the informa-tion'; or, at the Planning Division coun-ter at City Hall, between the hours of 7;30 A.M. and 4:30 P.M.

HOW TO CONTACT: Any person may appear at the public hearing and be heard, subject to proper rules of con-duct. You are allowed sufficient time

No. of Affidavits:

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.

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by order of IS/Rebecca van Deutekom, MMC City Clerk REF # VP17-0019 LEGAL AD - DCD AD#2753168 Feb.24, 2018

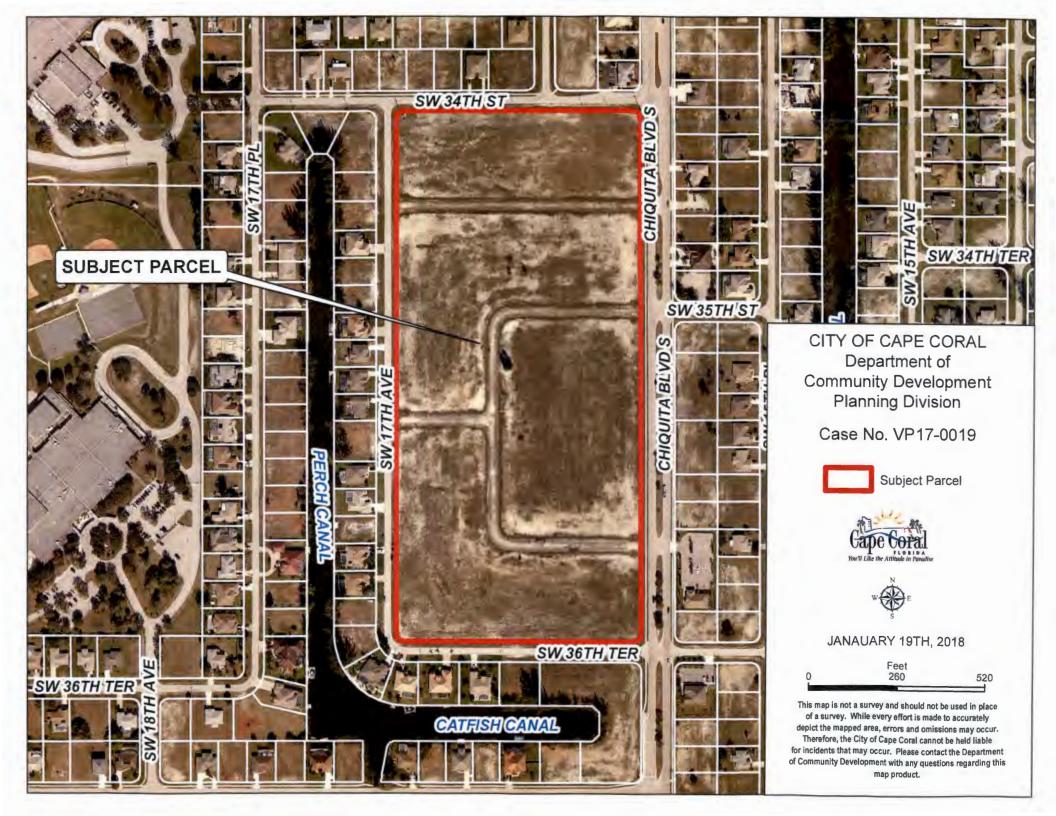
Department of Community Development Planning Division

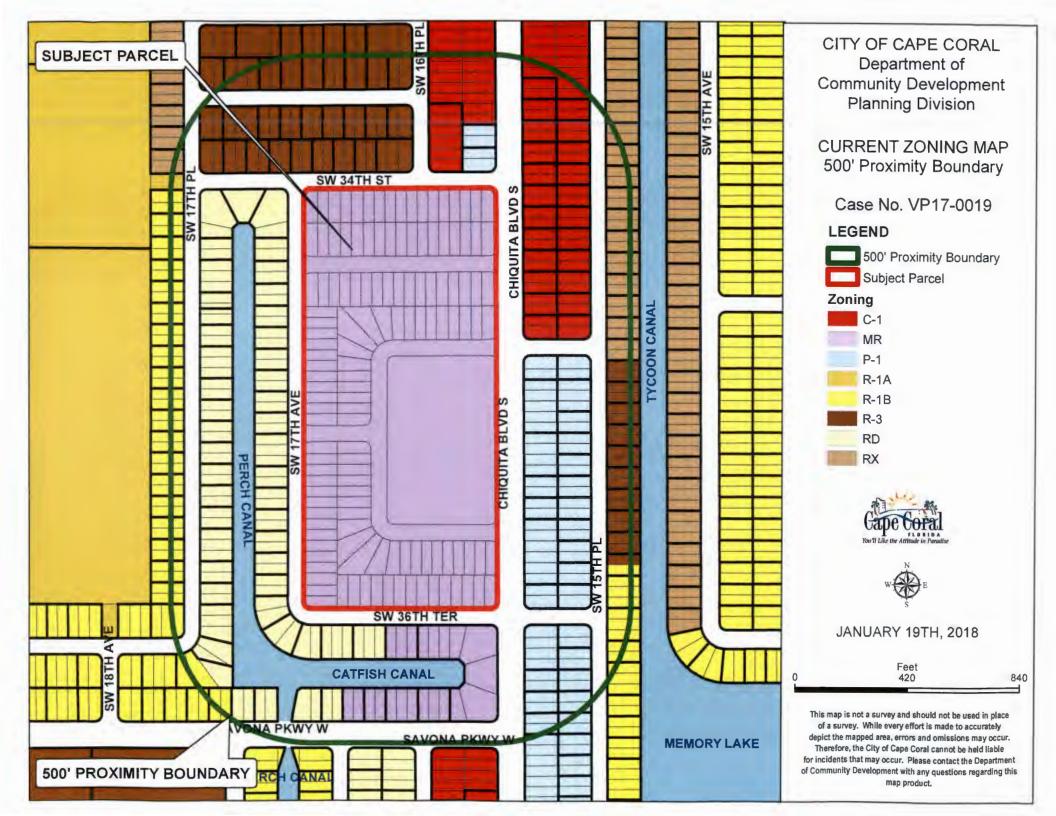
AFFIDAVIT

IN RE: APPLICATION OF: Newcom Real Properties, LLC
APPLICATION NO: VP17-0019
STATE OF FLORIDA)) §
COUNTY OF LEE) 9
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 27th day of February, 2018.
Yata. Canta
Vincent A. Cautero, AICP
STATE OF FLORIDA COUNTY OF LEE
The foregoing instrument was acknowledged before me this and day of February. 2018 by Vincent A. Cautero, AICP, who is personally known to me and who did not take an oath.

ELISABETH A DELGADO
MY COMMISSION # GG030474
EXPIRES December 08, 2020

Etisabeth A. Delgado
Print Name of Notary Public





Department of Community Development Planning Division

Attn: Director

Case Number: VP17-0019

To Whom It May Concern:

I am writing in response to notification of the rezoning of the 25-acre lot referenced in the above case number. My husband and I are the property owners of **3530 SW 17th Ave. Cape**Coral, Florida which is part of the area that Newcom Real Properties LLC wishes to rezone for commercial use.

We are **vehemently opposed** to the rezoning of this property. We purchased this home for our retirement, with the expectation that this area would remain residential (per the zoning) and where new families would be attracted to the area due to the proximity of schools. **SW 17**th **Avenue** is U-shaped off Chiquita Blvd; no road runs parallel to Chiquita. Only one side of the U-shaped road goes through the neighborhood, which takes you to the three schools. It is my opinion that increased traffic from commercial development would pose a significant danger to children walking to and from school. In addition, what will happen to the Burrowing Owls, a protected species, that inhabit this parcel of land?

Newcom Real Properties has not shared their building plans. However, we do know they want the lot turned into one big parcel (asking for vacation of plat for all easements). A big box store with loading docks in the rear, requiring construction of a new access road, or a large 4 story storage unit (which already happened on Chiquita) would lower property values considerably and upset the neighborhood dynamic.

The property taxes paid to live in Cape Coral are higher than average. Because we enjoy the peaceful existence of our community, my husband and I are happy to pay these fees. This type of rezoning eradicates peaceful living.

Please do not proceed with this rezoning. Preserve our neighborhood!

I wish for this letter to be made part of the permanent record of these proceedings.

David & Jill McQuaide 3530 SW 17th Ave Cape Coral Florida

OFFICE OF THE HEARING EXAMINER, CITY OF CAPE CORAL RECEIVED

VP HEX Recommendation 5-2018 DCD CASE # VP 17-0019 Rendered March 6, 2018

MAR 1 2 2018

CITY OF CAPE CORAL CITY CLERKS OFFICE

APPLICATION FOR: Vacation of all platted easements and all lot lines in

Blocks 4722, 4723, 4724, and 4725, Unit 70,

Cape Coral Subdivision.

OWNER/APPLICANT: Newcom Real Properties, LLC.

APPLICANT'S REPRESENTATIVE: Joe Mazurkiewicz, BJM Consulting

LOCATION OF PROPERTY: 3514 Chiquita Boulevard South, Cape Coral, Florida

Strap # 04-45-23-C2-04724.0000

ZONING DISTRICT: Marketplace Residential (MR)

FUTURE LAND USE CLASSIFICATION: Commercial Activity Center (CAC)

URBAN SERVICE: Transition

HEARING DATE: March 6, 2018

SUMMARY OF REQUEST: The applicant requests to vacate all platted easements and

all lot lines in Blocks 4722, 4723, 4724, and 4725, Unit 70,

Cape Coral Subdivision.

I. 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.

II. NOTICE OF HEARING

Based on the testimony of City Staff Michael Struve 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").

III. PARTICIPANTS IN HEARING

CITY STAFF: Michael Struve, AICP 1

CITY CLERK'S OFFICE: Patricia Sorrels

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.

APPLICANT'S REPRESENTATIVE: Joe Mazurkiewicz, BJM Consulting ²

MEMBERS OF PUBLIC: Staff received four (4) telephone calls for information. In addition, staff forwarded a letter from David and Jill McQuaide, expressing their opposition to rezoning of the property.³ This letter has been made part of the permanent record of the HEX proceedings, as requested by Mr. and Mrs. McQuaide. In addition, Mr. McClendon testified at public comment, asking questions about zoning and proposed use of the property.⁴ Mr. Driscoll also testified at public comment regarding the proposed use of the property.⁵ Both of them were referred to staff and Applicant's Representative for additional information.

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.

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.

VI. TESTIMONY AT HEARING

Applicant's Representative's Incorporation of Staff Report and Staff Testimony

² Mr. Mazurkiewicz 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.

³ The Hearing Examiner notes that the subject property is being considered for vacation of lot lines of easements, and that rezoning of the property is not part of this Application and therefore not under consideration.

⁴ This testimony was outside the scope of this hearing.

⁵ This testimony was outside the scope of this hearing.

The Applicant's Representative incorporated the Staff Report and Staff Testimony ("Staff Input") into his presentation by reference. He requested the Hearing Examiner to recommend that City Council find the Staff Input as findings of fact, in addition to those separately presented by him.

Hearing Examiner's Recommended Findings of Fact.

All documentary and oral testimony 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.

VII. DISCUSSION

Site and Surrounding Area

Staff testified that the subject site is comprised of 25.7 acres on the west side of Chiquita Boulevard, less than 500 feet north of Savona Parkway and that it is vacant except for a City lift station at the northwest corner.⁶ Staff testified that the site represents an assemblage of properties occupying four blocks, including vacations of SW 34th Terrace, SW 35th Street, SW 35th Terrace, SW 16th Place, and SW 36th Street in 2009, inclusive of underlying and adjacent easements. Applicant's Letter of Intent states the Applicant desires to develop the property as a single tract of land and that a purchase contract exists for the site, with a financier of the prospective buyer having requested this action.

Staff further testified that residential uses surround the site to the north, south, and west, with several commercial uses to the north and east along Chiquita Boulevard being adjacent to the site. Staff further testified that the site is surrounded by properties with a CAC (to the south), Commercial/Professional (to the north and east), and Multi Family Residential (to the north, south, and west) Future Land Use Classifications and that the zoning includes sites with residential zoning to the north, south, and west and commercial-zoned sites to the north and east. Staff provided the Table below as Table 1 in the staff report, to further illustrate the zoning districts and future land use designations of the surrounding area:

Block	Lots	Future Land Use	Zoning
4722	1-34	CP to CAC – ORD 6-08	R-3 to RD – ORD 61-90
			RD to MR – ORD 17-11
4723	1-47	CP to CAC - ORD 6-08	R-3 to RD – ORD 61-90
			RD to C-1 – ORD 67-99
			C-1 to MR – ORD 17-11
4724	Tract	CP to CAC – ORD 6-08	C-1 to MR – ORD 17-11
4725	1-50	CP to CAC – ORD 6-08	R-3 to RD – ORD 61-90
			RD to MR – ORD 17-11

⁶ LS-531. Upon inquiry from the Hearing Examiner, staff testified that the easement deed currently in place for this Lift Station was, in staff's opinion, adequate to protect its future functioning.

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 color of title (LUDR §8.11.3b.1)

Staff testified that Applicant owns the subject properties.

- 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. Letter of Approval from LCEC and Letters of No Objection from Century Link and Comcast (LUDR §8.11.3b.3 and LUDR §8.11.3b.4-6) **have** been obtained.

A Letter of Approval has been obtained from LCEC, letters of no objection have been received from Century Link and Comcast, and the City has no facilities in the referenced easements/right of way, other than the lift station set forth above.

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

Staff testified that the requested vacations were not required from the standpoint of the City, as owners are permitted to construct over lot lines and easements if they own the parcels in questions. However, staff has no objection to the vacation and views it as an accommodation to the financing agents who may be financing the site for development purposes. The Hearing Examiner recommends a finding that, as all of the requested vacations are internal to the boundaries of the involved properties, there would be no reasonably foreseeable public use of the vacated areas.

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 owner has agreed to this perimeter easement.

Consistency with the Comprehensive Plan (LUDR §8.11)

It is recommended that the City Council find that the vacation requests are consistent with Policy 5.5 of the Future Land Use Element of the City's Comprehensive Plan which states:

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.

It is further recommended that the City Council find the vacation requests are consistent with Policy 6.3 of the Economic Development Element of the City's Comprehensive Plan which states:

Policy 6.3. The City shall foster land assembly efforts in targeted areas having fragmented land ownership patterns. Such land assembly efforts shall include, but not necessarily be limited to: and, assisting land owners in establishing real estate trusts; holding meetings or workshops concerning the benefits of a unified development plan.

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

VIII. RECOMMENDED CONDITIONS OF APPROVAL

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

- 1. Removal or Relocation of Existing Fire Hydrant/Alternative Backflow Preventer, Check Valve or Similar Device. Prior to site plan approval, the developer shall remove or relocate the existing fire hydrant on Block 4722. Alternatively, at the sole discretion of the City, the fire hydrant may remain in place provided the developer installs a backflow preventer, check valve, or similar device on the water line within the perimeter easement at the eastern property line of the site.
- 2. <u>Provision of Easement Deed to City.</u> Within 60 days from the date of adoption of this vacation, the owner shall provide to the City an

VP HEX RECOMMENDATION 5-2018 March 6, 2018

easement deed that provides a six-foot wide public utility and drainage easement around the perimeter of the site. The deed shall be approved by the City Property Broker prior to execution.

- 3. <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 #2 above, and reimburses the Department of Community Development for all recording fees associated with this resolution and the easement deed.
- 4. <u>Compliance with Zoning District Standards and Requirements and Inclusion of LUDRs, City Ordinances and Other Applicable Law.</u>

 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 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

DATE

Planning Division City of Cape Coral

RESOLUTION 83-18 VP 17-0019

Cape Coral City Council Meeting
Final Public Hearing

May 14, 2018

VP 17-0019

Owner: Newcom Real Properties, LLC

Rep: Joe Mazurkiewicz, BJM Consulting

Request: The applicant seeks to vacate all platted easements and all interior lot lines in Blocks 4722, 4723, 4724, and 4725, Unit 70.

Location: 3514 Chiquita Boulevard South



VP17-0019



CITY OF CAPE CORAL Department of Community Development Planning Division

Case No. VP17-0019



Subject Parcel

SW 34TH TER



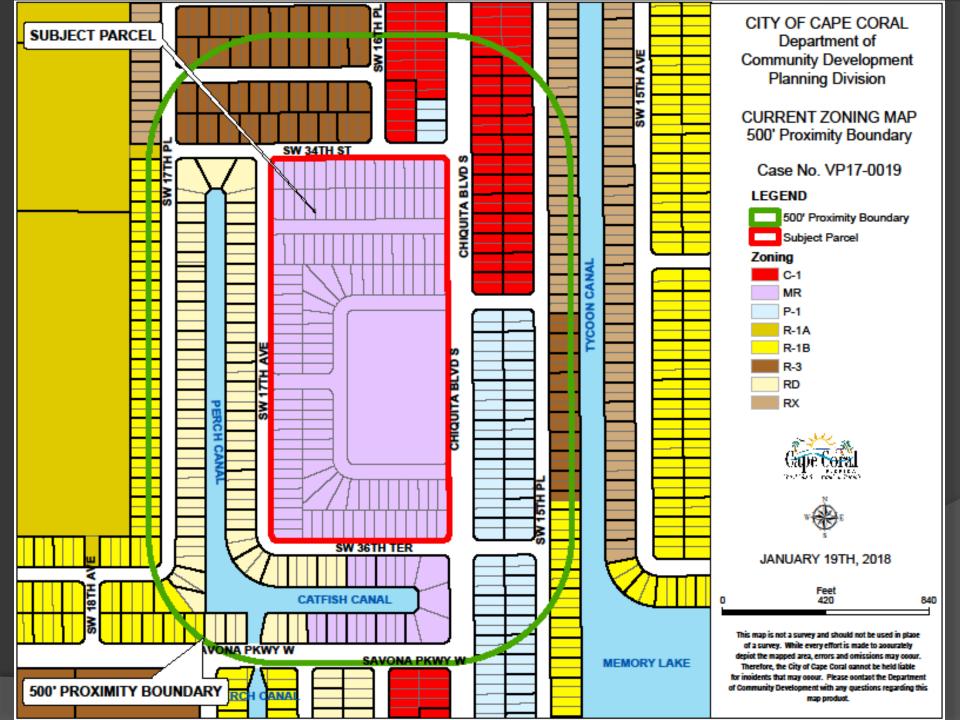


JANAUARY 19TH, 2018

Feet 260

This map is not a survey and should not be used in place of a survey. While every effort is made to accurately

of a survey. While every effort is made to assurably depict the mapped area, errors and omissions may source. Therefore, the City of Cape Oral assunct be held liable for insidents that may ower. Pease contact the Department of Community Development with any questions regarding this map or outset.



Background

The site is 25.7 acres.

The site is vacant except for a City lift station.

In 2009, the site was enlarged by the vacation of several streets: SW 34th Terrace, SW 35th Street, SW 35th Terrace, SW 16th Place, and SW 36th Street.

 Applicant seeks to vacate all platted easements and interior lot lines.

Analysis (LUDR, Section 8.11) Vacation of Platted Easements

- All easements are on property owned by the applicant.
- The utility providers lack facilities in these easements.
- The vacation of these easements may improve the suitability of the site for development.
- Staff recommends a six-foot wide easement be provided around the perimeter of the site.

Analysis Vacation of Lots Lines

Vacation will provide for a single, consolidated site.

No objection from the utility providers.

Staff has no objection to this request.

• The vacation of lot lines may eliminate ambiguity as to the readiness of the site for development.

Recommendations

<u>Planning Division</u> Staff recommends approval.

Hearing Examiner

A public hearing was held on March 6, 2018. The Hearing Examiner recommends approval with staff conditions. There were two speakers at public input.

Correspondence

Four phone calls. One letter in opposition.

Item

A.(2)

Number: Meeting

5/14/2018

Date:

3/14/2010

ltem

ORDINANCES/RESOLUTIONS -

Type:

Public Hearings

AGENDA REQUEST FORM CITY OF CAPE CORAL



TITLE:

Ordinance 5-18 (LU 17-0011) Final 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:

<u>Planning & Zoning Recommendation:</u> At their January 10, 2018 meeting, Planning & Zoning voted (4-0) to recommended approval of the Ordinance. <u>Staff Recommendation:</u> Staff recommends approval.

SUMMARY EXPLANATION AND BACKGROUND:

WHAT THE ORDINANCE ACCOMPLISHES:

An ordinance amending the Future Land Use Map from Single Family Residential (SF) to Multi-Family Residential (MF) land use designation for property located at 1049 Embers Parkway and 320 Nelson Road. (Applicant: City of Cape Coral)

LEGAL REVIEW:

Brian R. Bartos, Assistant City Attorney

EXHIBITS:

Ordinance 5-18 (LU17-0011)

Back-Up materials - Revised packet for public hearing

Staff presentation - Final Public Hearing

PREPARED BY:

Division- Department- City Attorney

SOURCE OF ADDITIONAL INFORMATION:

Wyatt Daltry, Planning Team Coordinator

ATTACHMENTS:

	Description	Туре
D	Ordinance 5-18 (LU 17-0011)	Ordinance
D	Back up Materials - revised packet for public hearing	Backup Material
D	Staff Presentation - Final Public Hearing	Backup Material

ORDINANCE 5 - 18

AN ORDINANCE AMENDING THE CITY OF CAPE CORAL COMPREHENSIVE PLAN BY AMENDING THE FUTURE LAND USE MAP FROM SINGLE FAMILY RESIDENTIAL (SF) TO MULTI-FAMILY RESIDENTIAL (MF) LAND USE DESIGNATION FOR PROPERTY LOCATED IN BLOCKS 3648 AND 3649, UNIT 48, CAPE CORAL SUBDIVISION, AND IN SECTION 10, TOWNSHIP 44 SOUTH, RANGE 23 EAST, LEE COUNTY, FLORIDA, ALL AS MORE PARTICULARLY DESCRIBED HEREIN; PROPERTY IS LOCATED AT 1049 EMBERS PARKWAY AND 320 NELSON ROAD; PROVIDING SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the City of Cape Coral on February 13, 1989, adopted a Comprehensive Plan pursuant to the Comprehensive Planning Act; and

WHEREAS, as part of the Comprehensive Plan the City of Cape Coral adopted therewith a future land use map designating land uses and proposed land uses throughout the City of Cape Coral consistent with the Comprehensive Plan and Comprehensive Planning Act; and

WHEREAS, the City of Cape Coral City Council has considered the testimony, evidence, and documentation for the Land Use Amendment initiated by the CITY OF CAPE CORAL regarding the below described property, and considered the recommendation of the Planning & Zoning Commission/Local Planning Agency and City staff.

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

SECTION 1. That the below described real property located within the City of Cape Coral, Florida, is hereby amended consistent with the City of Cape Coral Comprehensive Plan as follows:

FROM SINGLE FAMILY RESIDENTIAL (SF) TO MULTI-FAMILY RESIDENTIAL (MF)

The West ½ of the West ½ of the Southeast ¼ of Section 10, Township 44 South, Range 23 East, City of Cape Coral, Lee County, Florida, more particularly described as follows:

Commencing at the Southeast corner of Section 10; Thence N89°50'40"W along the South line of said Southeast ¼ 2,015.63 to the Point of Beginning of this description; Thence continue N89°50'40"W 671.875 feet to the South ¼ corner of Section 10; Thence N00°01'14"W along the West line of said Southeast ¼ 2,688.04 feet to the center post of Section10; Thence S89°55'52"E along the North line of said Southeast ¼ 672.26 feet; Thence S00°00'44"E 2,689.05 feet to the Point of Beginning. Bearing derived from recorded plat of Cape Coral Unit 48, Plat Book 17, Pages 135 through 144 in the Public Records of Lee County, Florida.

AND

Lots 1 and 2, Block 3648, Unit 48, Cape Coral Subdivision, according to the plat thereof, as recorded in Plat Book 17, Pages 135 through 144, inclusive, in the Public Records of Lee County, Florida.

AND

Lot 19, Block 3649, Unit 48, Cape Coral Subdivision, according to the plat thereof, as recorded in Plat Book 17, Pages 135 through 144, inclusive, in the Public Records of Lee County, Florida.

AND

Lots 45 and 46, Block 3649, Unit 48, Cape Coral Subdivision, according to the plat thereof, as recorded in Plat Book 17, Pages 135 through 144, inclusive, in the Public Records of Lee County, Florida.

AND the SF portion of the following:

Part of the Southeast 1/4 of Section 10, Township 44 South, Range 23 East, City of Cape Coral, Florida, more particularly described as follows:

Commencing at the SE corner of Section 10: Thence N89°50'40"W along the South line of said SE ½, 1,343.75 feet to the SE corner of the W½ of said SE ¼ and the Point of Beginning of this description; thence continue N89°50'40"W, 671.875 feet; thence N00°00'44"W, 2,689.05 feet to a point on the North line of said SE ¼, which point is 672.26 feet S 89°55'52"E from the center post of Section 10; thence S89°55'52"E, 672.26 feet to the NE corner, of the NW ¼ of the SE ¼; thence S00°00'15"E, 840.35 feet along the East line of said NW ¼ of the SE ¼; thence N89°53'16"W, 16.39 feet; thence S19°53'16"E 187 feet; thence S08°09'54"W, 332.24 feet to the NW corner of the SW ¼ of the SE ¼; thence S00°00'15"E along the East line of said fractional section 1.345.03 feet to the Point of Beginning.

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. The effective date of this plan amendment shall be thirty-one (31) days after the state land planning agency notifies the City that the plan amendment package is complete, or if timely challenged, the date a final order is issued by the Administration Commission finding the amendment to be in compliance in accordance with Chapter 163.3184(3)(c)4., F.S., whichever is applicable.

ADOPTED BY THE COUNCIL SESSION THIS DAY OF _		PE CORAL AT ITS REGULAR
	JOE COV	IELLO, MAYOR
VOTE OF MAYOR AND COUNCI	LMEMBERS:	
COVIELLO GUNTER CARIOSCIA STOUT	NELSON STOKES WILLIAMS COSDEN	
ATTESTED TO AND FILED IN 2018.	MY OFFICE THIS	DAY OF
	REBECCA CITY CLE	A VAN DEUTEKOM

APPROVED AS TO FORM:

BRIAN R. BARTOS

ASSISTANT CITY ATTORNEY

ord/LU17-0011



Case # LU	17-0011	
Case # LU	17-0011	

REQUEST TO PLANNING & ZONING COMMISSION/LOCAL PLANNING AGENCY AND COUNCIL FOR A LARGE SCALE COMPREHENSIVE LAND USE MAP AMENDMENT

FEE \$1,225.00 first 3 acres plus \$220.00 each additional acre over 3 up to 20 acres; \$22.00 per acre over the first 20 acres. In addition to the application fee, all required advertising costs are to be paid by the applicant (ORD 39-03, Sec. 5.4). An initial payment of \$1,125 for advertising costs is to be paid at submittal. Additional advertising costs, if applicable, will be billed prior to hearing.

OWNER OF PROPERTY					
See Attachment A		Address:			
		City:		State:	Zip
Email:		Phone:			
APPLICANT					
City of Cape Coral		***	1015 Cultural F	Park Boule	
		City: Cap	e Coral	State: _I	FL Zip 33915
Email:		Phone:			
AUTHORIZED REPRESENTA					
Wyatt Daltry, AICP, Ping Tean	n Coordinator	_	1015 Cultural F		
		-	e Coral	State: _I	FL Zip <u>33915</u>
Email: wdaltry@capecoral.ne	et	Phone:	239-573-3160		
Unit Block	Lot(s)	Subdivision	Cape Coral		
Legal Description mu	Itipe; see Attachment	A			
Address of Property See	e Attachment A				
		Plat		Page _	
Current Zoning RD	Strap Nu	_	multiple; see At	tachment	A
Current Land Use SF	Propose	d Land Use	MF		
THIS APPLICATION SHALL A The owner of this property, or City of Cape Coral and to all a supplied is correct to the best A. John Szerlag, City Manager NAME (PLEASE TYPE OR PRIN	his authorized represe applicable Federal, Sta of their knowledge.	entative agree	s to conform to	all applica	able laws of the
MANUE (I ELAGE I II E OKTIKI	,	7.01110	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		
STATE OF FL , COUN			RIZED) —		
Sworn to (or affirmed) and sub-	scribed before me this	12th day of	December 2017, by	/	
David n. Newlan	who is personally know	wn or produce			
as identification PHYLLIS DEMARCO PHYLLIS DEMARCO MY COMMISSION # GG011512 EXPIRES August 13, 2020 Florida Notary Service com		ಬಂ Commi Public:		G-G-01. DeNarco	15/2-



LARGE SCALE COMPREHENSIVE LAND USE AMENDMENT APPLICATION CONTINUED

Parcel Size:	Width	Depth	Sq. Ft	Acreage _82.69
Soil Type:	Multiple s	oil types		
71				
Urban Services	Area: (chec	k one)		Reserve
	•	·	s, wetlands, upland forest, o	_
	•	borrow pit lakes on-site	, wellands, apland forest, t	sak nammooko, ete.j.
undeveloped tra	aci, wooded,	borrow pit lakes ori-site		
Animal Charina	. /list sm/ sm	dengered threetened or	anasias of anasial sansarn	an aita)
•	: (list any end	dangered, inreatened, or	species of special concern	on-site)
None identified				
Estimated Deve	•			
		Estimate total lot coverag		
		Estimate total building flo		sq. ft.
		• •	velopment and percentage	es (e.g. business offices,
	•	commercial retail, automo	-	
		Multi-Family Resider	ntial	
	_			
	_			
	_			
Estimated peak	hour trip end	de.		
Louinated pour	mour trip one			
If 300 or less	peak hour t	rip ends are projected.	the applicant must provid	le the source of the traffic
If 300 or less peak hour trip ends are projected, the applicant must provide the source of the traffic projection. If more than 300 peak hour trip ends are projected, a traffic impact study must be completed				
		application (see attachme		•
	-	•		
City Sewer:	Yes	No 🗌		
City Water:	Yes	No 🗌		



AUTHORIZATION TO REPRESENT PROPERTY OWNER(s)

PLEASE BE ADVISED THAT Wyatt Daltry, Planning Team Coordinator (Name of person giving presentation)	
IS AUTHORIZED TO REPRESENT ME IN THE REQUEST TO THE PLANNING & ZONING COMMISSION/ LOCAL PLANNING AGENCY, BOARD OF ZONING ADJUSTMENTS AND APPEALS AND/OR CITY COUNCIL FOR	
Large Scale Land Use Map Amendment	
(Type of Public Hearing – i.e., PDP, Zoning, Special Exception, Variance, etc.)	
UNIT multiple BLOCK multiple LOT(S) SUBDIVISION Cape Coral	
OR LEGAL DESCRIPTION See Attachment A	
LOCATED IN THE CITY OF CAPE CORAL, COUNTY OF LEE, FLORIDA. A. John Szerlag, City Manager	_
PROPERTY OWNER (Please Print) PROPERTY OWNER (Please Print)	_
PROPERTY OWNER (Signature & Title) PROPERTY OWNER (Signature & Title)	_
STATE OF <u>FL</u> , COUNTY OF <u>LEE</u>	
Subscribed and sworn to (or affirmed) before me this /2th day of <u>Jecember</u> , 20 <u>17</u> , by who is personally known or produced as identification.	_
Exp. Date: 8/13/2020 Commission Number: 660/15/2	
PHYLLIS DEMARCO ignature of Notary Public: MY COMMISSION # GG011512 EXPIRES August 13, 2020 Pr nted name of Notary Public: Phyllis Deplace	
(A07) 398-0153 FloridaNotaryService com	

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



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.

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.

I hereby acknowledge that I have read and understood the above affidavit on the day of December 1, 20 17
NAME (PLEASE TYPE OR PRINT) APPLICANT'S SIGNATURE
STATE OF <u>FL</u> , COUNTY OF <u>LEE</u>
Subscribed and sworn to (or affirmed) before me this /2 th day of
PHYLLIS DEMARCO MY COMMISSION # GG01 1818 nature of Notary Public: EXPIRES August 13, 2020 EXPIRES August 13, 2020 Florida Notary Service com Printed name of Notary Public: Phyllis DeMarco
PHYLLIS DEMARCO

MY COMMISSION # GG011512 EXPIRES August 13, 2020 FloridaNotaryService com Attachment A to Application

Owners:

RA Lakes, LLC

Subject Property Addresses:

STRAP	Site Address
104423C3000060250	1049 Embers Pkwy
104423C3000060200	320 Nelson RD N

Legal Description:

The West ½ of the West ½ of the Southeast ¼ of Section 10, Township 44 South, Range 23 East, City of Cape Coral, Lee County, Florida, more particularly described as follows:

Commencing at the Southeast corner of Section 10; Thence N89°50′40″W along the South line of said Southeast ¼ 2,015.63 to the Point of Beginning of this description; Thence continue N89°50′40″W 671.875 feet to the South ¼ corner of Section 10; Thence N00°01′14″W along the West line of said Southeast ¼ 2,688.04 feet to the center post of Section10; Thence S89°55′52″E along the North line of said Southeast ¼ 672.26 feet; Thence S00°00′44″E 2,689.05 feet to the Point of Beginning. Bearing derived from recorded plat of Cape Coral Unit 48, Plat Book 17, Pages 135 through 144 in the Public Records of Lee County, Florida.

AND

Lots 1 and 2, Block 3648, Unit 48, Cape Coral Subdivision, according to the plat thereof, as recorded in Plat Book 17, Pages 135 through 144, inclusive, in the Public Records of Lee County, Florida.

AND

Lot 19, Block 3649, Unit 48, Cape Coral Subdivision, according to the plat thereof, as recorded in Plat Book 17, Pages 135 through 144, inclusive, in the Public Records of Lee County, Florida.

AND

Lots 45 and 46, Block 3649, Unit 48, Cape Coral Subdivision, according to the plat thereof, as recorded in Plat Book 17, Pages 135 through 144, inclusive, in the Public Records of Lee County, Florida.

AND the SF portion of the following:

Part of the Southeast ¼ of Section 10, Township 44 South, Range 23 East, City of Cape Coral, Florida, more particularly described as follows:

Commencing at the SE corner of Section 10: Thence N89°50′40″W along the South line of said SE ¼, 1,343.75 feet to the SE corner of the W ½ of said SE ¼ and the Point of Beginning of this description; thence continue N89°50′40″W, 671.875 feet; thence N00°00′44″W, 2,689.05 feet to a point on the North line of said SE ¼, which point is 672.26 feet S 89°55′52″E from the center post of Section 10; thence S89°55′52″E, 672.26 feet to the NE corner, of the NW ¼ of the SE ¼; thence S00°00′15″E, 840.35 feet

along the East line of said NW $\frac{1}{4}$ of the SE $\frac{1}{4}$; thence N89°53′16″W, 16.39 feet; thence S19°53′16″E 187 feet; thence S08°09′54″W, 332.24 feet to the NW corner of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$; thence S00°00′15″E along the East line of said fractional section 1.345.03 feet to the Point of Beginning.

STAFF REPORT		
LU17-00011	City of Cape Coral	
DOCKET/CASE/APPLICATION NUMBER	APPLICANT/PROPERTY OWNER	
Wyatt Daltry, AICP, Planning Team	1049 Embers Parkway	
Coordinator (239) 573-3160,	320 Nelson Road	
wdaltry@capecoral.net		
STAFF PLANNER	PROPERTY ADDRESS/LOCATION	

BRIEF SUMMARY OF REQUEST

City-initiated Future Land Use Map Amendment to amend two properties (83.72 acres) from Single Family Residential (SF) to Multi-Family Residential (MF).



MAP SOURCE

EXISTING ZONING	EXISTING LAND USE	PROPOSED LAND USE	SITE IMPROVEMENTS	SIZE OF PROPERTY
Residential Development (RD)	SF	MF	Undeveloped.	82.69 acres

STAFF RECOMMENDATION

APPROVE

Compatibility with the Comprehensive Plan:

PROPERTY HISTORY

PDP to permit MF development established on site in 2007: ha

Plan:	PDP to permit MF development established on site in 2007; has been extended through 2022. Property FLU amended by City of Cape Coral from SM to SF in 2017. North 2 UEP extension project is underway in vicinity.
Positive Aspects of Application:	 FLUMA would be consistent with an active multi-family residential PDP Amendment will reduce MF shortfall in Cape Coral
Negative Aspects of Application:	 Nearby residents may have concerns will scale, noise, and traffic for project allowable
Mitigating Factors:	 Multi-Family PDP adopted in 2007, so ability to build MF has been in place for over a decade; tract connected to street network at two points would diffuse traffic

Review Date: November 21, 2017

Case Staff: Wyatt Daltry, AICP, Planning Team Coordinator

Review Approved

By: Robert Pederson, AICP, Planning Manager

Location: North-central Cape Coral.

STRAP Number	Site Address
104423C3000060250	1049 Embers Parkway
104423C3000060200	
(portion)	320 Nelson Road

Area: ±82.69 acres

Current FLU	Proposed	Acreage
Single Family Residential (SF)	Multi-Family Residential (MF)	82.69

Subject	Future Land Use	Zoning
Property:		
Current:	SF	Residential Development (RD)
Proposed:	MF	N/A
	Surrounding Future Land Use	Surrounding Zoning
North:	SF	RD
South:	SF	Single Family Residential (R-1B), and RD
East:	SF and Commercial Activity Center (CAC)	Agricultural (A), Pedestrian Commercial (C-1), R-1B, and RD
West:	SF	R-1B

Urban Service Area: Transition

Type of Street Access: Embers Parkway (minor arterial) and Nelson Road (collector).

BACKGROUND

In 2007, the City of Cape Coral approved a PDP for the site to permit multi-family residential development. Since adoption of the PDP, the project has been extended multiple times but is currently active.

In 2016, prior to the expansion of utilities as part of the North 2 project, this area was reviewed for a future land use map amendment. At that time, the PDP was incorrectly assumed to be expired, and so, the site was proposed to be amended

to Single Family Residential (SF). A twenty-acre portion of the easternmost property is not a part of this request, as it has a Commercial Activity Center (CAC) future land use map classification, and intends to remain CAC as part of a mixed use component to this development in the future.

Cape Coral has long needed additional multi-family residential opportunities, particularly in areas outside of the NE and SE portions of the City. In 2016, the City contracted with the Wolff Economic Research, Inc. to determine the City's multi-family residential shortfall. It was determined that the City was deficient in multi-family housing, and that the City would need approximately 1,500 units per year for the next five years in order to make up the shortfall.

As a result, this amendment represents an opportunity for the City to reduce its multi-family residential shortfall. To accomplish this task, the City has embarked on four strategies:

- 1.) Amend existing Future Land Use Map Classifications and Zoning Districts, within the Comprehensive Plan and Land Use and Development Regulations, respectively, to provide additional multi-family residential opportunities;
- 2.) Revise the Housing Element of the Comprehensive Plan;
- 3.) Amend the Future Land Use Map or Zoning Map to increase the portfolio of Multi-Family Residential land; and
- 4.) Provide financial incentives (e.g. reduction of impact fees) for multi-family residential construction.

Since 2016, the City has accomplished some projects for Strategies #1 and #3, which have already increased multi-family residential opportunities. As of the development of this staff report, the City continues to work on Strategy #1, as there are two text amendments in process to expand those opportunities in the Pine Island Road District. This amendment is an example of Strategy #3, and it is anticipated that staff will propose several additional FLUMAs to Multi-Family in 2018 and 2019.

Additional Site Information

Protected Species

The City requires species surveys prior to issuance of City of Cape Coral permits or development approvals, in accordance with the Conservation and Coastal Management Element of the Comprehensive Plan. Furthermore, development within 1,100' of an active eagle nest is regulated by Chapter 23 of the City Code of Ordinances.

Should protected species be identified on the property 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 site is in the Urban Services Transition and Reserve area as designated by the City Comprehensive Plan. Utilities will be provided as part of the North 2 Utility Expansion Program, anticipated to begin in late 2017.

Soils and Drainage

The site has four soil classifications; Hallandale fine sand, Boca fine sand, Pineda fine sand, and Matlacha Gravelly Fine Sand. These soils have various limitations for development, which are typically overcome using various engineering solutions such as importing fill. The soil types should not present an obstacle to future land development although special feasibility studies may be required.

ECONOMIC DEVELOPMENT MASTER PLAN

This amendment was reviewed for consistency with the City's Economic Development Master Plan:

This amendment is consistent with Initiative 6, Objective 2 (Promote and encourage residential diversity in Cape Coral), Strategy 2.1, "Increase the amount of multi-family residential." The amendment is consistent with Action 2.1.2 of that strategy, which identifies sites that are ideal for multi-family development and suggests placing entitlements so that such development may be developed by right.

REGIONAL PLAN ANALYSIS

Southwest Florida Regional Planning Council's (SWFRPC) Strategic Regional Policy Plan (SRPP):

This amendment is addressed by Affordable Housing Goal 2: "Southwest Florida will develop (or redevelop) communities that are livable and offer residents a wide range of housing and employment opportunities."

Lee County Metropolitan Planning Organization's (MPO) Long Range Transportation Plan:

This area is not addressed in the MPO's Long Range Transportation Plan.

COMPREHENSIVE PLAN ANALYSIS

Staff analyzed the Comprehensive Plan to evaluate the proposed future land use map amendment. Most direction in the Comprehensive Plan for complex, multi-use development is based in the Future Land Use Element.

Housing Element

The goal of the Housing Element also states the need to provide a broad choice of housing types and styles for the community.

<u>GOAL</u>: To provide good quality housing in safe, clean neighborhoods, offering a broad choice of options in both type (single family and multi-family) and tenure (owner and renter occupied) to meet the needs of present and future residents of the City, regardless of age or income status.

The goal supports the request as the request would provide additional multi-family housing opportunities for Cape Coral.

Future Land Use Element

<u>Policy 8.4:</u> The City shall encourage transitions from commercial uses to less intensive land uses and site design that considers the following preferred characteristics to attain compatibility with adjacent residential uses:

a. Site Orientation

- i. Vehicular access should be from a collector, arterial, access street, or an alley if the subject uses are located within the Downtown Community Redevelopment Area.
- ii. Pedestrian access should be designed to provide internal and external circulation from adjacent neighborhoods.
- iii. Streets should be designed with elements to provide visual or physical buffering may serve as boundaries between different intensities of land uses.
- iv. Site improvements within commercial areas such as lighting, signage and landscaping should be designed and coordinated in order to create a positive identity and visual image throughout the development area.
- b. Site design should promote the preservation and integration of mature trees, natural vegetation, natural and environmentally sensitive areas whenever feasible.

c. Screening and landscaping

- i. Creative and extensive use of landscaping and berming techniques for natural transitions between differing intensities of land uses is encouraged.
- ii. Fences should not be used as a sole method of providing screening and buffering between differing intensities of land uses.
- iii. The City shall review and revise landscaping and signage standards for commercial development to enhance the visual and physical environment to foster its integration of other land uses.
- d. Lighting used to illuminate parking areas, signs or structures should be placed and designed to deflect light away from adjoining property or public streets through fixture type, height, orientation and location.

A multi-family residential development of this size would be constructed in accordance with these criteria. Transition buffering and site design will be implemented to reduce the impacts of development with surrounding residential neighborhoods.

In conclusion, the FLUMA meets the policies of the Comprehensive Plan.

Impact Assessment Summary

The following calculations summarize approximate conditions for each municipal service analyzed. To determine the impact assessment, staff utilized the adopted future land use and zoning designations to determine the existing impacts at buildout. Therefore, the impacts discussed in this assessment do not necessarily reflect the actual amount of dwelling units, population, etc.

<u>Current Impacts</u>: The 82.69-acre site is SF, and the analysis below assumes a density of 4.4 dwelling units per acre, consistent with the maximum densities permitted in the RD zoning district.

<u>Proposed Impacts:</u> The impact assessment summary of the proposed use, a density of 16 dwelling units per acre for the future MF property.

Dwelling Units

Existing: 0 presently; 363 with existing FLUM

Proposed: 1,323 Net Change: +960

Population*

Existing: 0 presently; 922 with existing FLUM

Proposed: 3,360 Net Change: +2,438

Water Use

Existing: 0 presently; 72,600 gal/day total with existing FLUM (200 gal/day x 363 DU's)

Proposed: <u>264,000 gal/day total</u> (200 gal/day x 1,323 DU's)

Net Change: +191,200 gal/day

Facility Capacity: 30.1 MGD
Permitted Usage: 16.9 MGD
Avg. Daily Usage: 9.4 MGD

<u>Sewage</u>

Existing: 0 presently; 72,600 gal/day total with existing FLUM (200 gal/day x 363 DU's)

Proposed: <u>264,000 gal/day total</u> (200 gal/day x 1,323 DU's)

Net Change: +191,200 gal/day

Facility Capacity: 28.4 MGD Avg. Daily Usage: 12.8 MGD

The wastewater generated by development permitted by future land use map amendments in the future would be

^{* 2.54} persons/household = avg. household size; 2010 Census

evaluated as part of those later reviews and concurrency requirements would be required to be met at the time of those respective reviews.

Solid Waste

Existing Generation: 0 presently; 4,370 lbs. total/day with existing FLUM (4.74 lbs./person/day x 922 residents)

Proposed: <u>15,926 lbs. total/day</u> (4.74 lbs./person/day x 3,360 residents)

Net Change: + 11,556 lbs./day
Facility Capacity: 1,836 tons/day
Existing Demand: 1,384 tons/day

Capacity Available: Yes

Traffic/Daily Trips

Existing Generation: 0 presently; 280 AM peak trips/hour and 370 PM peak trips/hour with existing FLUM

Proposed: 331 AM peak trips/hour and 410 PM peak trips/hour Net Change: +51 AM peak hour trips and +40 PM peak hour trips

Facility Capacity: Nelson Road, a collector roadway, and Embers Parkway, a minor arterial roadway currently access

the subject properties. All roadways meet or surpass the minimum acceptable Level of Service

Standard of "D."

Capacity Available: Yes

Development Impact Analysis

Hurricane Evacuation

The site is in Evacuation Zone A (most vulnerable). The MF future land use could increase potential residential dwelling units by 960 dwelling units, thus causing an impact on hurricane evacuation times. However, the site is not located within the Evacuation Zone A nor the Coastal High Hazard Area.

Park Lands

The level of service standard (LOS) for parkland and facilities is based on permanent population. Based on 960 additional dwelling units, there could be a maximum increase in park demand of 9.75 acres

Protected Species

The City requires an environmental survey prior to 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.

School Impacts

There will be an increase in the potential number of dwelling units with a MF future land use, resulting in an increase in the projected number of students.

Existing dwelling units: 0 presently; 363 dwelling units with existing FLUM

Existing students: 0 presently; 106 (363 DU x.292 students per single-family dwelling unit)

Proposed dwelling units: 1,323 dwelling units

Proposed students: 120 (1,323 DU x .091 students per multi-family dwelling unit)

Change: +14 students

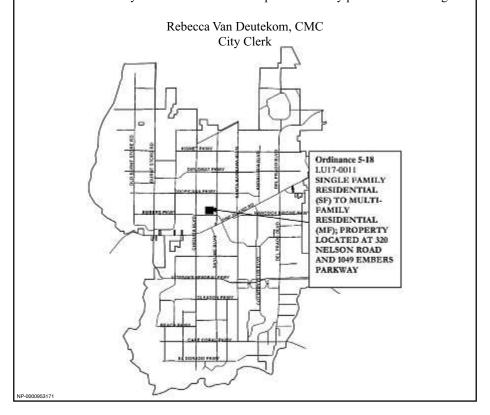
Recommendation:

Planning Division staff recommends **Adoption** of the proposed large-scale future land use map amendment request.

NOTICE OF CHANGE OF LAND USE

The City of Cape Coral proposes to adopt ORDINANCE 5-18, AN ORDINANCE AMENDINGTHECITY OF CAPE CORAL COMPREHENSIVE PLANBY AMENDING THE FUTURE LAND USE MAP FROM SINGLE FAMILY RESIDENTIAL (SF) TO MULTI-FAMILY RESIDENTIAL (MF) LAND USE DESIGNATION FOR PROPERTY LOCATED IN BLOCKS 3648 AND 3649, UNIT 48, CAPE CORAL SUBDIVISION, AND IN SECTION 10, TOWNSHIP 44 SOUTH, RANGE 23 EAST, LEE COUNTY, FLORIDA, ALL AS MORE PARTICULARLY DESCRIBED HEREIN; PROPERTY IS LOCATED AT 1049 EMBERS PARKWAY AND 320 NELSON ROAD; PROVIDING SEVERABILITY AND AN EFFECTIVE DATE.

A public hearing on the ordinance will be held Wednesday, January 10, 2018 at 9:00 a.m. at the City of Cape Coral, City Hall Chambers, 1015 Cultural Park Blvd., Cape Coral, Florida 33990. At this public hearing, the Planning and Zoning Commission will consider the City's future land use map amendment request. Accordingly, members of the general public and real property owners in the community are invited to appear and speak at the public hearing. Written comments filed with the Director will also be entered into the record. A copy of the map and the proposed amendment under consideration will be available for inspection and will be provided to the public at cost at the City Clerk's office between 7:30 a.m. and 4:30 p.m., Monday through Friday excluding holidays. Any person who decides to appeal any decision made by the City Council at that meeting will need a record of proceedings, and that subject person 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 based. In accordance with Section 286.26, Florida Statutes, persons with disabilities needing special accommodations to participate in this meeting should contact the City Clerk no later than 4:00 p.m. on the day prior to the meeting.

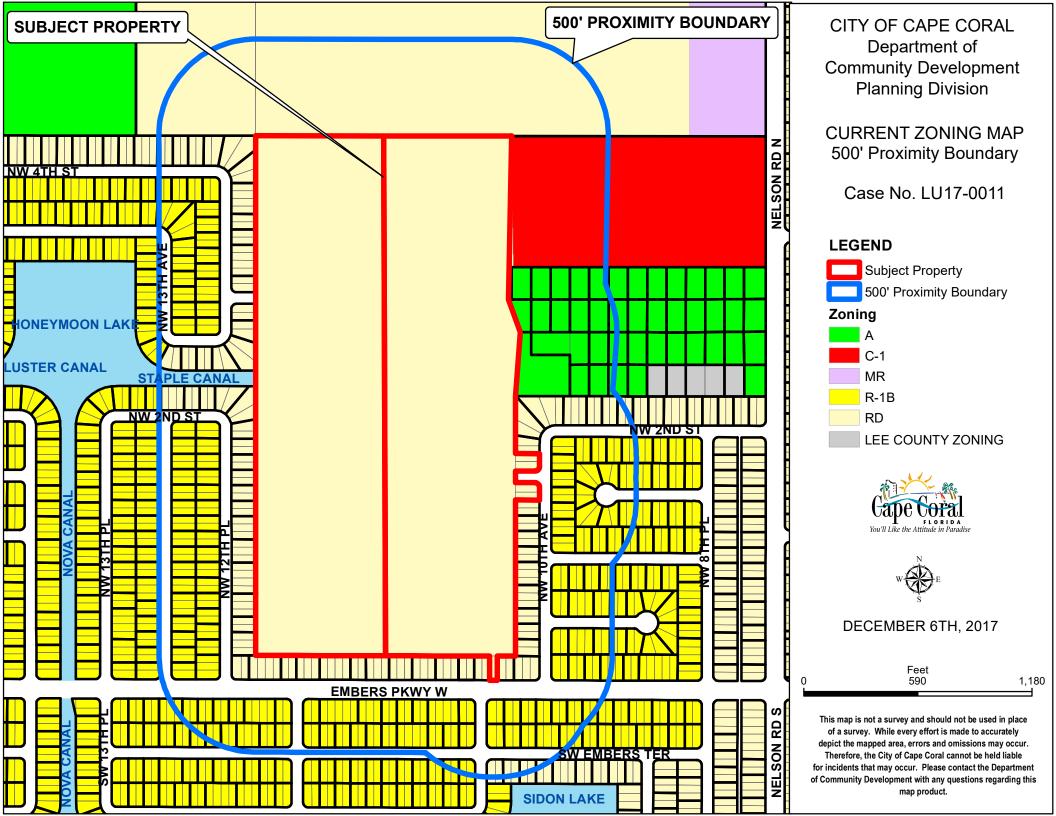


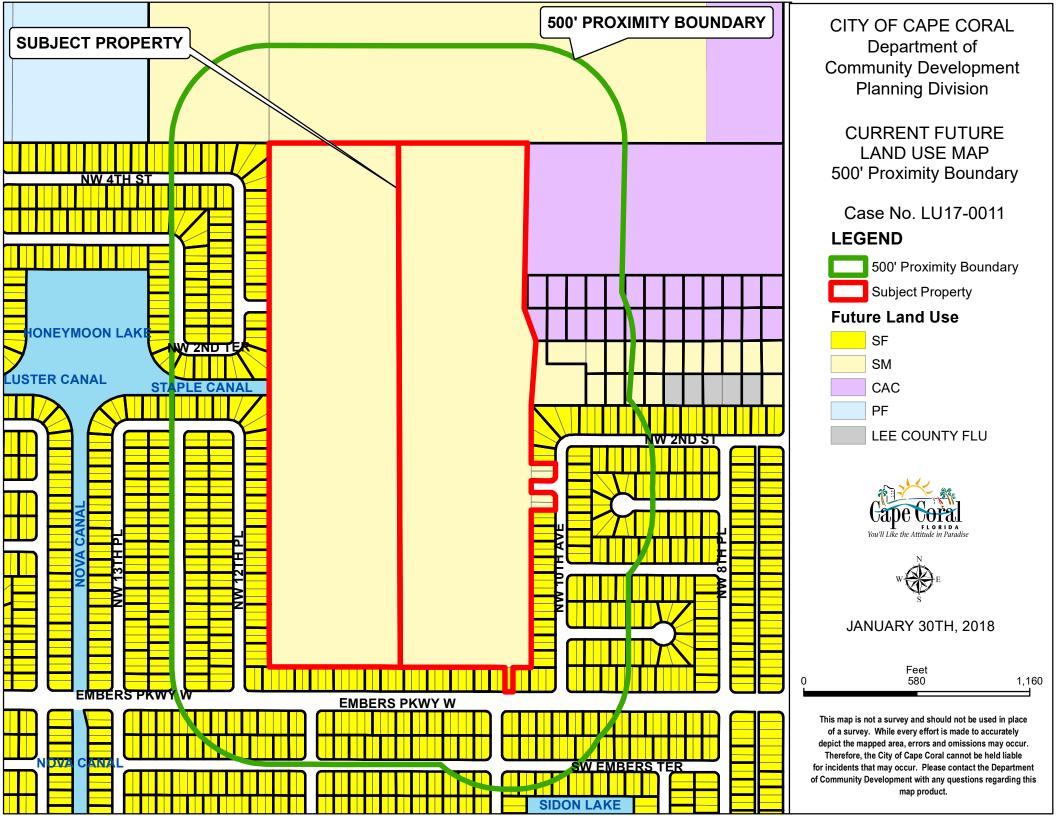
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PLEASE READ CAREFULLY • SUBMIT CORRECTIO	NS ONLINE	
ADVERTISER: CITY OF CAPE CORAL_DEPT SALES PERSON: Legal Display PUBLICATION: NP-CAPE SUN PRESS SIZE: 3 col X 9.25 in	PROOF CREATED AT: 12/18/2017 5:54 PM PROOF DUE: - NEXT RUN DATE: 12/24/17	NP-0000953171.INDD

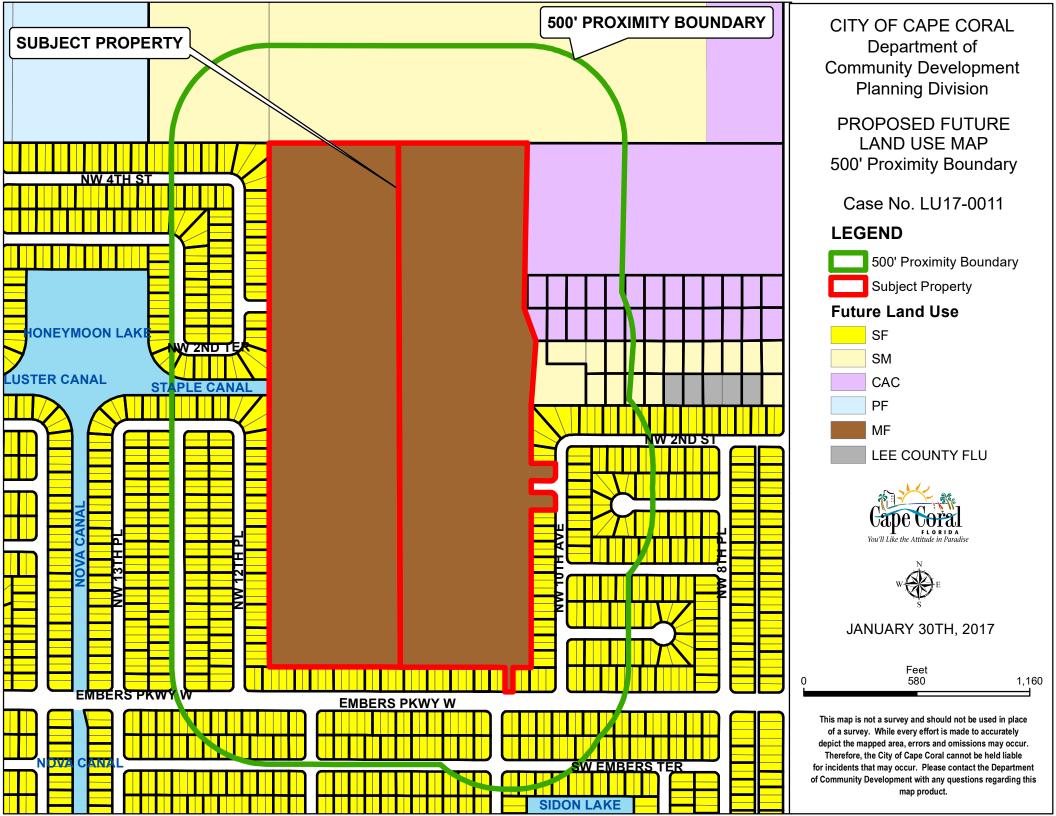
Department of Community Development Planning Division

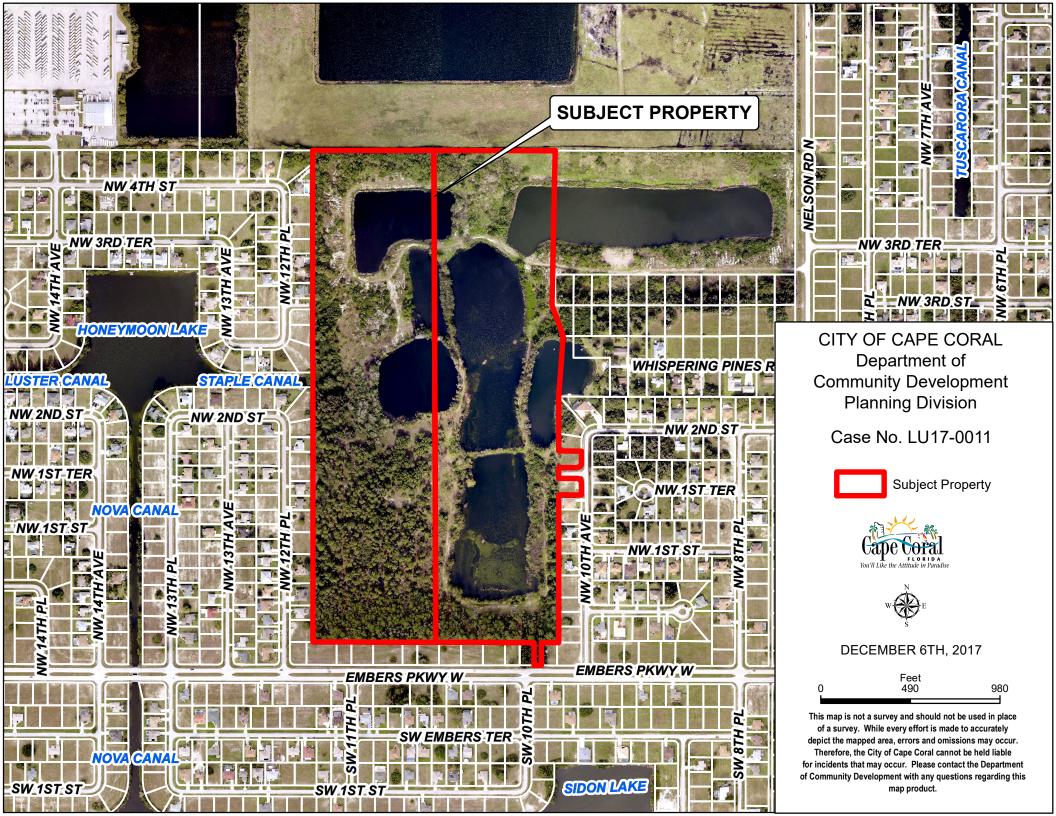
AFFIDAVIT

IN RE: APPLICATION OF: City of Cape Coral	
APPLICATION NO: <u>LU17-0011</u>	
STATE OF FLORIDA)	
COUNTY OF LEE)	
I, Vincent A. Cautero, AICP having first been duly swo following:	rn according to law, state on my oath the
That I am the Director of the Department of Coperforming duties as required for the City of Cape	mmunity Development and responsible in Coral.
That pursuant to City of Cape Coral Code. Section written notice and publication has been provided when applicable per Section 8.3.2A.	on 8.3.2A and Section 8.11.3.A all required d. Also, posting of a sign has been done
DATED this 29 day of Decel	<u>uber</u> , 2017.
IRASEMA COLLAZO MY COMMISSION # GG073042 EXPIRES February 14, 2021	Witte Clar Co
	Vincent A. Cautero, AICP
STATE OF FLORIDA COUNTY OF LEE	(1)
The foregoing instrument was acknowledged before r by Vincent A. Cautero, AICP, who is personally know	ne this 20° day of 2017 , note to me and who did not take an oath.
	xp. Date 214 21 Commission #66 07304
	racema Chillel P
S	ignature of Notary Public
· · · · · · · · · · · · · · · · · · ·	LraseMA COMARD
ļ-	rint Name of Notary Public









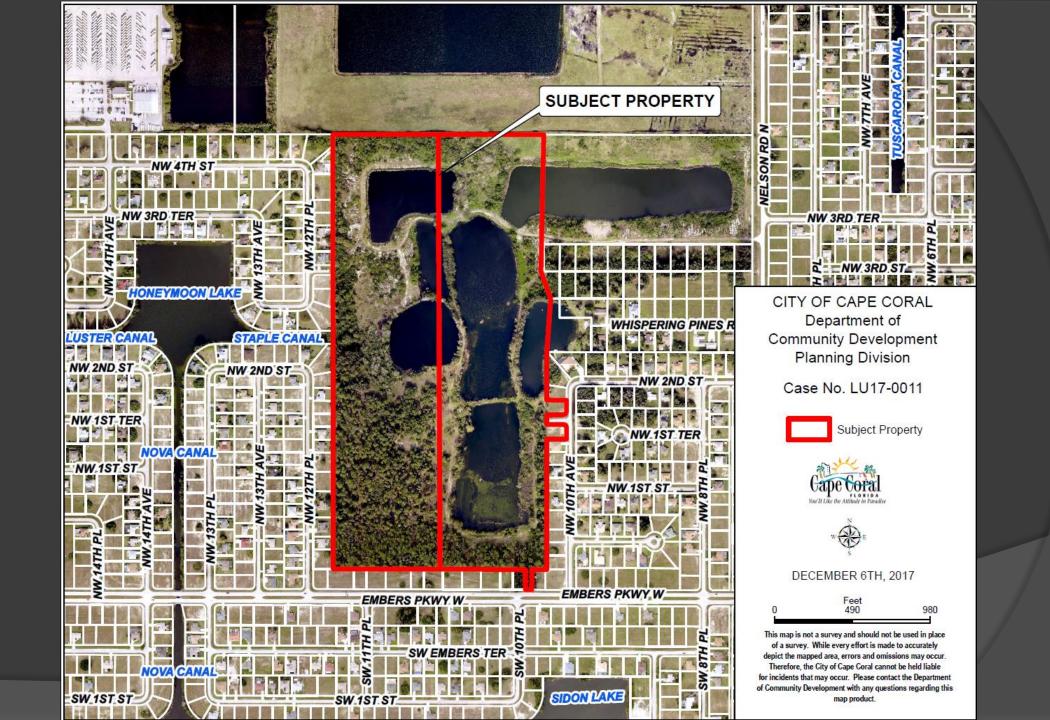
CAPE CORAL CITY COUNCIL
ORDINANCE 5-18
LU17-0011
MAY 14, 2018

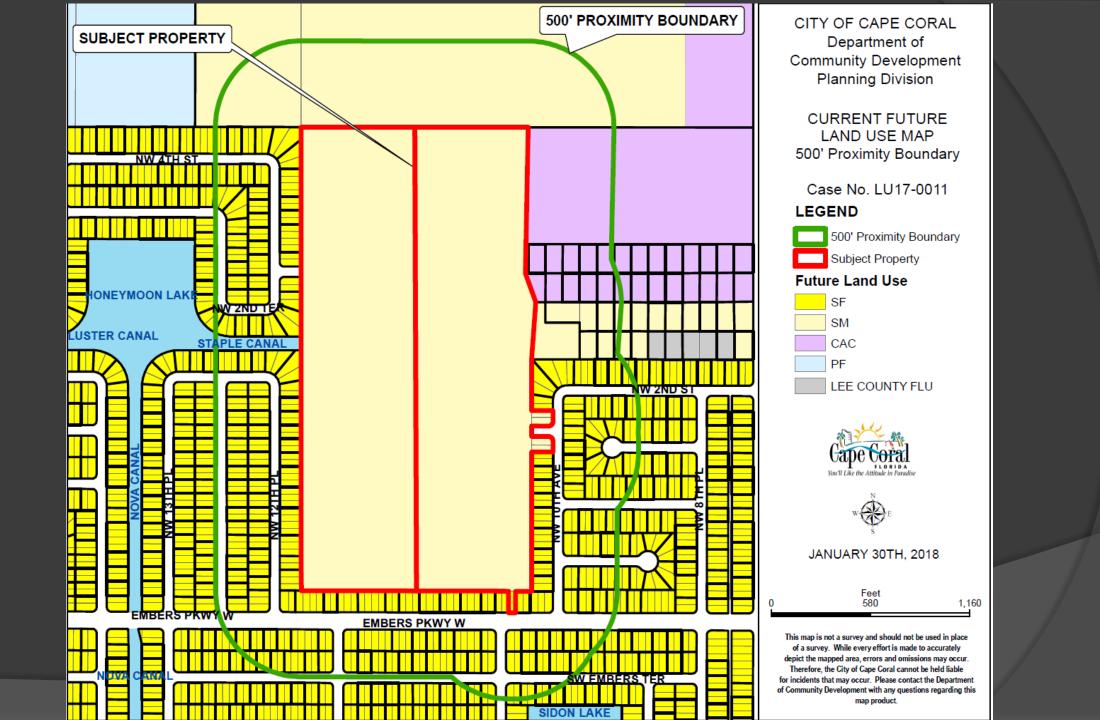
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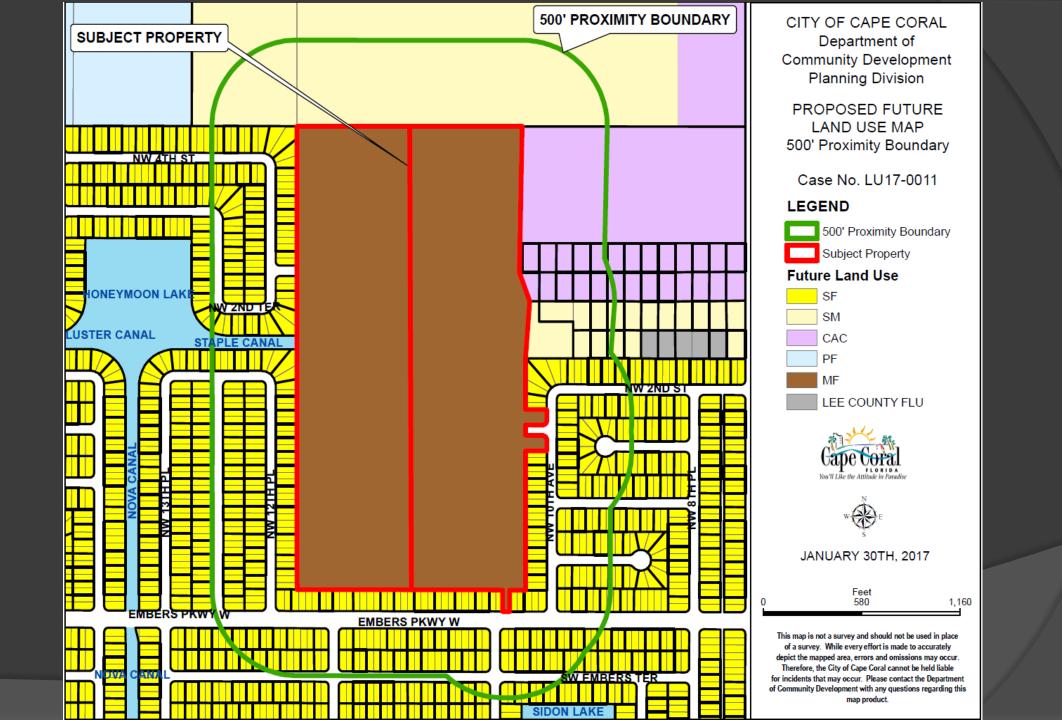
- Applicant: City of Cape Coral
- Location: 1049 Embers Parkway, 320 Nelson Road
- Urban Services Area: Transition
- Request: A large-scale future land use amendment from Single Family Residential (SF) to Multi-Family Residential (MF) for a 82.69-acre site.

DURDEN PKYY KISMET HOWY W.... KISMET PICWY E GULFSTREAM PKWY THE LOWAT PROTY W -TROPICANA INONY W ... TROPICANA PIOWY W. EMBERS PKWY ASCAYA PION TRAFALDAR PKWY S EVERBST PIOWY SAVONA PKNY MOHAWK PKWYS EL DORADO PKWY W EL DORADO PSWY W

Site







State and Regional Agency Review

This amendment was sent to the state and regional agencies for review, and no comments or objections were received.

Background

- Two undeveloped properties 82.69-acres
- Property was recently brought into Transition area in 2016, recently amended to SF in 2017
- Property was meant to be amended to MF, as a PDP was adopted for multi-family uses in 2007
- PDP is still active and has statutory extensions until 2022

Background

- Surrounding area is primarily SF residential; some CAC to the east
- Cape Coral has long needed additional multi-family residential, particularly outside of NE and SE portions of the City. This has been reaffirmed by a 2016, Citycontracted analysis which determined the City is deficient in multi-family housing
- The City needs approximately 1,500 units per year to make up the shortfall

Background

- Amendment represents an opportunity for the City to reduce its multi-family residential shortfall. To accomplish this task, the City has embarked on four strategies:
- 1. Amend Comprehensive Plan and Land Use and Development Regulations, to provide additional multi-family residential opportunities;
- 2. Revise the Housing Element of the Comprehensive Plan;
- 3. Amend the Future Land Use Map or Zoning Map to increase MF Residential land; and
- 4. Provide financial incentives (e.g. reduction of impact fees) for multi-family residential construction.

Comprehensive Plan – Housing Element Goal

GOAL: To provide good quality housing in safe, clean neighborhoods, offering a broad choice of options in both type (single family and multi-family) and tenure (owner and renter occupied) to meet the needs of present and future residents of the City, regardless of age or income status.

Comprehensive Plan – Policy 8.4 FLUE

Encourages site orientation, site design, and screening and landscaping for major developments such as multi-family residential and non-residential development.

Recommendation

Planning Division staff recommends <u>Adoption</u> for the following reasons:

- The request is consistent with the Comprehensive Plan and Land Use and Development Regulations
- The request will provide for additional MF opportunities, helping to reduce the City's MF deficit

P&Z Recommendation

At the January 11, 2018 meeting, the Planning and Zoning Commission voted unanimously (4-0) to recommend approval of Ordinance 5-18. There were no speakers during public input, and no correspondence had been received.

Item

A.(3)

Number: Meeting

Date:

5/14/2018

Item

ORDINANCES/RESOLUTIONS -

Type:

Public Hearings

AGENDA REQUEST FORM CITY OF CAPE CORAL



TITLE:

Ordinance 32-18 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 amending Cape Coral Code of Ordinances, Chapter 23, Protected Species, Article I, Bald Eagle Protection, to amend definitions; to reduce the size of the Eagle Nest Management Zone; to provide that any development, other than a single-family home or duplex within an Eagle Nest Management Zone shall require the submission of an Eagle Nest Management Plan; to reduce the distance from an active eagle nest prohibiting any development to occur during nesting period; to provide for removal of nest trees if authorized by federal permits; to update the Monitoring Protocol to the current United States Fish and Wildlife Service Bald Eagle Monitoring Guidelines dated September 2007.

LEGAL REVIEW:

Brian R. Bartos, Assistant City Attorney

EXHIBITS:

Ordinance 32-18 Memo Memo dated May 14, 2018

PREPARED BY:

Department- City Division-Attorney

SOURCE OF ADDITIONAL INFORMATION:

Vince Cautero, DCD Director Robert Pederson, Planning Manager

ATTACHMENTS:

Description		Туре

Ordinance 32-18 D

D Memo

Memo dated May 14, 2018

Ordinance

Backup Material

Backup Material

ORDINANCE 32 - 18

AN ORDINANCE AMENDING CHAPTER 23, PROTECTED SPECIES, ARTICLE I, BALD EAGLE PROTECTION, OF THE CITY OF CAPE CORAL CODE OF ORDINANCES, TO AMEND DEFINITIONS; TO REDUCE THE SIZE OF THE EAGLE NEST MANAGEMENT ZONE; TO PROVIDE THAT ANY DEVELOPMENT, OTHER THAN A SINGLE-FAMILY HOME OR DUPLEX, WITHIN AN EAGLE NEST MANAGEMENT ZONE SHALL REQUIRE THE SUBMISSION OF AN EAGLE NEST MANAGEMENT PLAN; TO REDUCE THE DISTANCE FROM AN ACTIVE EAGLE NEST PROHIBITING ANY DEVELOPMENT TO OCCUR DURING NESTING PERIOD; TO PROVIDE FOR REMOVAL OF NEST TREES IF AUTHORIZED BY FEDERAL PERMITS; TO UPDATE THE MONITORING PROTOCOL TO THE CURRENT UNITED STATES FISH AND WILDLIFE SERVICE BALD EAGLE MONITORING GUIDELINES DATED SEPTEMBER 2007; PROVIDING SEVERABILITY AND AN EFFECTIVE DATE.

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

SECTION 1. The City of Cape Coral Code of Ordinances, Chapter 23, Article I, is hereby amended as follows:

§ 23-1 - Purpose.

The purpose of this chapter is to protect and preserve the Bald Eagle by protecting, enhancing and preserving the nest of the eagle and its immediate environs. With reasonable compensation incentives and proper management, the population of the Bald Eagle in Cape Coral can be maintained.

§ 23-2 - Definitions.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

BALD EAGLE (HALIAEETUS LEUCOCEPHALUS). A North American eagle (Haliaeetus leucocephalus) characterized by As per the Federal Endangered Species List and the State Threatened Species List, a mature eagle with white plumage on its head and tail feathers in the adult, or an immature eagle with dark plumage in the juvenile, which resides throughout Florida around estuarine areas and along the lakes and river drainage basins within the interior of the state.

CITY. The City of Cape Coral, Florida.

COMMISSION. The Florida Fish and Wildlife Conservation Commission.

CRITICAL EAGLE HABITAT. Lands which are essential to the feeding, breeding, sheltering and other vital behavioral patterns of eagles.

• • •

DEVELOPMENT OF REGIONAL IMPACT (DRI). Any development which, because of its character, magnitude or location, would have a substantial effect upon the health, safety or welfare of citizens of more than one county, as defined by § 380.06, as the same now exists or may from time to time be amended.

EAGLE NEST MANAGEMENT ZONE. A buffer area that shall consist of a circular area with the active nest of the bald eagle in the center with a radius of 1,100 660 feet or an irregularly shaped area of approximately equivalent acreage that should be protected and managed to promote optimum protection and nesting conditions for the bald eagle.

FFWCC. The Florida Fish and Wildlife Conservation Commission.

. . .

UNIFIED CONTROL. The unrestricted right of any owner or agent to enforce whatever conditions are placed on the use and development of a parcel of land through the provisions of this chapter, by binding his or her heirs, assigns or other successors in title or interest with covenants or restrictions of the development and subsequent use of the land.

USFWS. The United States Fish and Wildlife Service.

§ 23-3 - Applicability.

The regulations contained in this chapter shall apply to all parcels of land located within an Eagle Nest Management Zone. For purposes of this chapter, all nests of bald eagles are presumed to be active nests until determined to be abandoned by the city in accordance with this section. For the purpose of determining whether a particular nest has been abandoned, the city shall utilize the Commission's annual Bald Eagle Nesting Survey FFWCC bald eagle nest database in conjunction with eagle monitoring records maintained by the city's Department of Community Development. The Commission's annual Bald Eagle Nesting Survey FFWCC bald eagle nest database shall be conclusive as to all nests identified in the survey database. With respect to other nests, abandonment nest status shall be determined by the city based on competent evidence. Where eagle nests and/or nest trees which that have been identified in Commission FFWCC or city records are damaged or lost as a result of natural causes, including but not limited to, electrical storms, wind storms, hurricanes, tornadoes or floods which are not the result of human action or inaction, the provisions of this section shall continue to apply for a period of time as established by the Commission USFWS.

§ 23-4 - Regulations.

- (a) Except as provided elsewhere in this chapter, no construction or development shall take place within an Eagle Nest Management Zone until the plans for construction or development have first been submitted to and reviewed by the city and the Commission.
- (b) Developments on parcels of one acre or more of any parcel, other than a single family residence or duplex, including, but not limited to planned development projects and developments of regional impact, which that contain all or part of an Eagle Nest Management Zone shall be required to submit a Bald Eagle Management Plan which complies with the requirements set forth in § 23-7 below. This plan shall be submitted at the time the initial environmental survey for the project is submitted to the city.
- (c) Within that portion of an Eagle Nest Management Zone located within 350 330 feet of an active bald eagle's nest, the city may prohibit any development or construction from taking place during the nesting period. In the event the city prohibits the development or construction with respect to a parcel and the owner or developer is unable to reasonably accommodate this restriction through planning and design of conservation open space so that this restriction has the effect of depriving the owner of the practical use of the parcel, then the city shall, at the owner's request, purchase the parcel at its fair market value. For purposes of this chapter, the fair market value of the parcel shall be the value as determined by an independent real estate appraiser chosen by mutual agreement of the city and the owner. In the event the city and the owner are unable to mutually agree on the selection of an appraiser, then the city shall select an appraiser and the owner shall select an appraiser and those two appraisers shall then select a third appraiser, who shall then determine the fair market value of the parcel.

§ 23-5 - Restricted activities.

- (a) Prohibited activities.
 - (1) During eagle nesting season, or until there is sufficient evidence that all young eagles in the nest have successfully fledged, or until the United States Fish and Wildlife Service USFWS or the Commission verifies that a nest is not being used or that no fledgling has survived, the following activities are prohibited within Eagle Nest Management Zones, except as provided in subsection (b) below:

- a. All construction and development activities, including, but not limited to, excavation, land clearing, tree trimming or tree cutting; and
- b. Lot moving on vacant lots.
- (2) The use of any chemicals which are known to be toxic to wildlife is prohibited at all times within Eagle Nest Management Zones.
- (3) No person shall be permitted within 150 feet of the base of any tree which is occupied by an eagle or an eagle's nest, or beyond the edge of the nearest street to the tree, whichever is the greater distance, during eagle nesting season or until all young eagles have successfully fledged. This section shall not, however, be construed to, in any way, limit or restrict normal vehicular travel on or along any public roadway or street located within the 150 feet distance. Furthermore, this section shall not be construed to prohibit or unduly restrict activities which that are normally associated with residential living for persons who may reside within the 150 feet distance.
- (4) The use by any person of any device, including, but not limited to, any foodstuff or lure, to entice a bald eagle away from its nest for any purpose, including, but not limited to, photography or observation, is prohibited without the prior written consent of the Commission FFWCC or USFWS.
- (5) Except as authorized by applicable federal permits, Nnest trees shall not be removed, cut, trimmed or otherwise disturbed in any manner at any time unless the nest has first been declared to be abandoned pursuant to the provisions of this chapter.
- (6) Perch trees located within an Eagle Management Zone shall not be removed, cut, trimmed or otherwise disturbed in any manner at any time unless the prior written approval of the city's Department of Community Development is obtained. It shall be the responsibility of the owner to request the prior written approval from the city's Department of Community Development and to provide the city's Department of Community Development with competent sufficient evidence that the location of the particular perch tree is such as to deprive the owner of the practical use of the parcel or that the perch tree is dead and, by its continued existence, poses a danger to life and property. In the event the removal of the perch tree is approved by the city, then the owner may be required to provide an alternative eagle perch if the alternative perch would mitigate the negative effects of the removal of the perch tree.

(b) Exceptions.

- (1) If construction is begun and is substantially complete prior to nesting season, an owner may be permitted to perform light construction activities so as to complete the principal structure during nesting season if approved by the city and the commission. However, construction of accessory structures, including, but not limited to pools, pool enclosures (other than those which are fabricated off-site), docks, piers, seawalls, gazebos or worksheds shall not take place during nesting season.
- (2) Scientific investigations approved by the Commission and/or the United States Fish and Wildlife Service FFWCC or USFWS shall be permitted, provided that the city's Planning and Environmental Resource Divisions are is given prior notification of all the investigations and are provided with all study reports and publications.
- (3) Licensed veterinarians shall be permitted to provide medical attention to any sick or injured eagle.

. .

(9) Construction work which is expressly authorized by the USFWS.

§ 23-6 - Building permits.

All building permits issued by the city for property located within all or part of an Eagle Nest Management Zone shall have affixed thereto a label which clearly states that the property lies within the Eagle Nest Management Zone. The City Building Official, Code Enforcement Officer or other person as may be designated by the City Council, shall issue stop work orders for any development or construction that is not in compliance with the provisions of this chapter or until any suspected infractions have been inspected and resolved.

§ 23-7 - Bald Eagle Management Plan.

- (a) When required, a Bald Eagle Management Plans shall be prepared by qualified experts with knowledge and experience in the biology of the Bald Eagle.
- (b) The Bald Eagle Management Plan shall be reviewed by the Director of the Department of Community Development or the Director's designee concurrently with other development plans for the project. The Director or the Director's designee shall approve the Bald Eagle Management Plan if the Director or the Director's designee determines that the Bald Eagle Management Plan provides appropriate safeguards to prevent disturbing the bald eagle to the degree that it interferes with or interrupts normal breeding, feeding or shelter habits, causing injury, death or nest abandonment and to avoid potential violations of federal, state and local laws. The Department of Community Development shall provide the applicant with written comments concerning the plan. Those comments may include, but not be limited to, modifications necessary to obtain development permits for the project.
- (c) Approved Bald Eagle Management Plans, and amendments thereto, shall run with the land and be binding on the owner, his or her successors, and assigns.
- (d) The owner, or the owner's agent, shall prepare, on an annual basis, a monitoring report on the condition of the eagle habitat. Monitoring reports shall be required for a period of five years from the date when final approval of the project was obtained or for such period of time as required by the FFWCC.
- (e) All bald eagle management plans shall include, at a minimum, the following:
 - (1) Site plan. A site plan, drawn to scale, shall meet the requirements in the adopted FFWCC Bald Eagle Management Plan and, at a minimum, include be submitted and shall depict the following:
 - a. Location of any and all bald eagle nests and nest trees which are either on the site or within the Eagle Nest Management Zone applicable to the site;
 - b. Areas of the parcel proposed to be cleared of any vegetation;
 - c. Location of all existing and proposed structures, accessory structures and parking areas;
 - d. Location of all perch trees frequented by eagles;
 - e. Proposed densities on the parcel;
 - f. A listing of all proposed uses by type (e.g. single-family, multi-family, commercial, professional, industrial);
 - g. Height of all structures;
 - h. Location of proposed and existing roadways;

- i. Phasing plans for construction, indicating activities proposed during nesting and non-nesting periods; and
- j. Size and location of areas proposed for designation as a Critical Eagle Habitat.
- (2) Outline of management activities. An outline of proposed management activities shall be submitted, including, but not limited to, a and shall address the following:
 - a. Proposed preservation of any exotic trees, including, but not limited to,
 Melaleuca, Brazilian Pepper and Australian Pine which are actually used as
 eagle nest or perch trees and any proposed removal of exotic vegetation
 from the site; and
 - b. Pproposed education plan for residents or occupants of the site through the use of written materials including, but not limited to, brochures and signage.
- (3) Statement of qualifications. For bald cagle management plans that are seeking permission to perform heavy construction and/or development activities within an Eagle Nest Management Zone during the eagle nesting period, a proposed Qualified Eagle Monitor shall be identified and a statement of the qualifications including, but not limited to, relevant education, training and experience, of the proposed Qualified Eagle Monitor shall be submitted included within the proposed Bald Eagle Management Plan and entitled "Qualified Eagle Monitor Qualifications".
- (f) The city may approve Bald Eagle Management Plans that will permit heavy construction and development activities within an Eagle Nest Management Zone during the eagle nesting period. A Bald Eagle Management Plan shall be considered for approval only if it identifies a Qualified Eagle Monitor, approved by the Director of the Department of Community Development or the Director's designee, who will monitor the heavy construction and development activities during the eagle nesting period. Monitoring shall be implemented in accordance with the monitoring protocol described in the United States Fish and Wildlife Service Bald Eagle Monitoring Guidelines ("USFWS Guidelines"), dated September 20067, except that the monitoring protocol shall be applied to the entire 1,100 feet of the Eagle Nest Management Zone as opposed to any lesser dimension that may be identified in the USFWS Guidelines. The purpose of monitoring bald eagle nests under this section is to prevent disturbing the bald eagle to the degree that it interferes with or interrupts normal breeding, feeding or shelter habits, causing injury, death or nest abandonment and to avoid potential violations of federal, state and local laws. The Monitor shall immediately notify the City of Cape Coral if there is observation of abnormal behavior of the adult eagles or their chicks that may be elicited in response to development activities occurring within the Eagle Nest Management Zone, as described in the United States Fish and Wildlife Service Monitoring Guidelines or the FFWCC Bald Eagle Management Plan. If the Director of the Department of Community Development, or the Director's designee and/or the Monitor observes abnormal behavior, the city shall stop all construction and development activity. The city will report any suspension of work activities and/or observed abnormal eagle behavior to the Developer, and the United States Fish and Wildlife Service USFWS and the Commission. The City of Cape Coral, United States Fish and Wildlife Service and the USFWC Commission will coordinate a review of the reported behavior and circumstances associated with any suspension of work activities to make a written recommendation as to whether construction should resume or be modified, or if monitoring frequency should be increase. Any written recommendations requiring modifications to the approved Bald Eagle Management shall be recorded in such approved Bald Eagle Management Plan.
- (g) Any amendments to an approved Bald Eagle Management Plan must first be approved by the City Council after review and recommendations from the city's Planning and Environmental Resources Divisions and the Commission Director of the Department of

Community Development or the Director's designee. Proposed amendments which that would have the effect of decreasing or diminishing the development activity or construction restrictions with respect to a parcel may be permitted only if the applicant submits sufficient evidence that is found by the Director of the Department of Community Development or the Director's designee to be sufficient to establish that the degree of protection offered by the original plan is no longer necessary and the modified Bald Eagle Management Plan is sufficient to meet the requirements of this section.

§ 23-9 - Supplemental regulations.

This chapter does not replace the Federal Endangered Species Act, the Federal Migratory Bird Act, the Federal Bald <u>and Golden Eagle Protection</u> Act, the Florida Threatened Species Act Rule 68A-16.002, Florida Administrative Code, or any other like regulation. Rather, this chapter is intended to supplement those laws to ensure protection of Critical Eagle Habitat.

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 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 2018.	THIS DAY OF,
	REBECCA VAN DEUTEKOM CITY CLERK

APPROVED AS TO FORM:

BRIAN R. BARTOS ASSISTANT CITY ATTORNEY

Ord/BB/Eagle Protection – Protected Species

MEMORANDUM

CITY OF CAPE CORAL COMMUNITY DEVELOPMENT DEPARTMENT

TO:

Mayor Coviello and Council Members

FROM:

Vincent A. Cautero, Community Development Director

Robert H. Pederson, Plansia M.

Robert H. Pederson, Planning Manager

DATE:

April 11, 2018

SUBJECT:

Ordinance No. 32-18 - Amendment to the Code of Ordinances Pertaining to

Protection of Bald Eagle Nests

Background

The Species Management Stakeholder Group held several meetings last fall and one topic of discussion was the requirements of Chapter 23, Protected Species, Article I of the City Codes, which established local protections for Bald Eagle nests.

The City Code establishes an 1,100' protection radius around all active Bald Eagle nests during nesting season. The current ordinance also prohibits certain construction activities during nesting season unless the property owner: 1) has a Bald Eagle Management Plan prepared by a qualified professional; and 2) engages a qualified professional to periodically monitor construction during nesting season. This ordinance has been in effect in its current form since 2006.

Subsequently, the state and federal governments reduced their respective protection zones from 1,100'. to 660'. In 2009, the City Council initiated an Ordinance to reduce the protection radius to 660' but failed to adopt the ordinance following a public hearing.

Species Management Group Recommendation

At their November 8, 2017 meeting, a majority of the members of the Species Management Stakeholders Group advised the City Manager he should recommend that the City Council amend the current ordinance to reduce the protection radius from 1,100' to 660' during nesting season to be consistent with state and federal guidelines.

Mayor Coviello and Council Members – Bald Eagle Protection Ordinance April 11, 2018 Page **2** of **2**

Agency Review

Following the November 2 meeting, the draft ordinance has been reviewed several times by the Florida Fish and Wildlife Conservation Commission (FFWCC) staff to ensure that all references to either the FFWCC or the United States Fish and Wildlife Service (USFWS) were correct.

The USFWS declined to review the ordinance.

Recommendation

Administration recommends approval of Ordinance No. 32-18.

We are available to discuss our recommendation at your convenience.

VC/RP

C: Dolores Menendez, City Attorney

MEMORANDUM

CITY OF CAPE CORAL DEPARTMENT OF COMMUNITY DEVELOPMENT

TO:

Mayor Coviello and Council Members

FROM:

John Szerlag, City Manager

Vincent A. Cautero, Community Development Director

DATE:

May 14, 2018

SUBJECT: Ordinance No. 32-18 - Amendment to the Code of Ordinances Pertaining

to Protection of Bald Eagle Nests - Additional Information

Background

On November 8, 2017, the Species Management Stakeholders Group discussed a potential amendment to the current ordinance to reduce the protection radius from 1,100' to 660' during nesting season to be consistent with state and federal guidelines. The majority of the group present at the meeting favored the amendment. All agency representatives did not provide a recommendation.

Ordinance No. 32-18 was introduced at the April 16 Council meeting. Several individuals addressed this ordinance during Citizens Comments. Council members also asked for additional information regarding eagles and eagle nests, which is contained below.

Agency Review

The draft ordinance has been reviewed several times by the Florida Fish and Wildlife Conservation Commission (FFWCC) staff to ensure that all references to either the FFWCC or the United States Fish and Wildlife Service (USFWS) were correct.

The USFWS declined to review the ordinance.

Updated Information

The following information on the number of Bald Eagle nests comes from the City Eagle Watch Volunteer program:

Mayor and Council – Bald Eagle Protection Ordinance May 14, 2018 Page 2 of 4

Bald Eagle Nests in the City of Cape Coral

Nesting Season	Active Nests	Inactive/Alternate Nests	Total
2017-2018	10	3	13
2016-2017	9	6	15
2015-2016	9	4	13
2014-2015	5	6	11
2013-2014	9	6	15
2012-2013	10	5	15
2011-2012	10	5	15
2010-2011	10	6	16
2009-2010	10	7	17
2008-2009	9	8	17
2007-2008	9	5	14
2006-2007	8	3	11
2005-2006	8	4	12
2004-2005	8	3	11
2003-2004	8	3	11
2002-2003	8	3	11
2001-2002	9	2	11
2000-2001	8	2	10
Average	9	4	13

Notes: Six nests were recently downgraded to lost: One due to Hurricane Irma, and five are no longer present either due to falling out of tree and not being rebuilt yet or inactive for multiple seasons and deteriorated to no nest present.

These numbers represent the number of known bald eagle nests and do not represent the total eagle population for Cape Coral. Based off City monitoring data, Cape Coral has a stable population of nesting eagles with an average of 9 active nests each season since 2000.

Mayor and Council – Bald Eagle Protection Ordinance May 14, 2018 Page 3 of 4

Eagle Fledging Data

Number of Eaglets Fledged 2010-2018

Nest ID	2017/18		2015/16	2014/15	2013/14	2012/13	2011/12	2010/11
LE-01	2017/10	2010/17	2013/10	2014/15	2013/14	2012/13	2	2010/11
LE-27		3	2		2	2		1
LE-35		2	<u>-</u>			2		2
LE-36							L	
LE-42						1		
LE-55							1	
LE-62	2*	1			2	1	1	1
LE-67						2	2	
LE-82				2	1	3	3	2
LE-91	2	1	1	2	2	2		
LE-92			2	2		2		1
LE-103 (966)		1	1	-				
LE-972	1*							
LE-973	2	1						
LE-99	2		1	2				
Total Fledged	9	9	7	8	7	17	9	7

^{*} Have not officially fledged yet.

Bald Eagle Ordinances in Other Jurisdictions

City	Has Eagle Ordinance	Matches Federal	Addition Protections
Jacksonville	No		
Miami	No		
Tampa	No		
Orlando	No		
St. Petersburg	No		
Hialeah	No		
Tallahassee	No		
Port St. Lucie	No		
Fort Lauderdale	No		
Cape Coral	Yes	No	1,100 foot buffer

Mayor and Council – Bald Eagle Protection Ordinance May 14, 2018 Page 4 of 4

Pembroke Pines	No		
Hollywood	No		
Miramar	No		
City	Has Eagle Ordinance	Matches Federal	Addition Protections
Gainesville	No		
Coral Springs	No		
Clearwater	No		
Miami Gardens	No		
Palm Bay	No		
West Palm Beach	No		
Pompano Beach	No		

Recommendation

City management recommends approval of Ordinance No. 32-18.

We are available to discuss our recommendation at your convenience.

VC/RP:eh (memo_eagle_ordinance_update_05-09-2018.docx)

C: Dolores Menendez, City Attorney

Item

B.(1)

Number: Meeting

= /4 4 /0 0 44

Date:

5/14/2018

Item

ORDINANCES/RESOLUTIONS -

Type:

Introductions

AGENDA REQUEST FORM CITY OF CAPE CORAL



TITLE:

Ordinance 36-18 Set Public Hearing Date for June 11, 2018

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 amending the City of Cape Coral Code of Ordinances, Chapter 2, Administration, Article II, Fees, by establishing Division 9, Impact Fee Deferral Pilot Program; providing definitions; establishing a Single-Family Impact Fee Deferral Program; providing program eligibility and procedures; requiring developer agreements; requiring owner agreements; providing for expiration or extension of the Impact Fee Pilot Program.

LEGAL REVIEW:

Brian R. Bartos, Assistant City Attorney

EXHIBITS:

Ordinance 36-18

Staff Presentation from 3/27/2017 Committee of the Whole meeting Memo from 3/27/2017 Committee of the Whole meeting June 5, 2017 Regular Meeting Minutes

PREPARED BY:

Division- Department-City

Attorney

SOURCE OF ADDITIONAL INFORMATION:

Amy Yearsley, Housing Coordinator

ATTACHMENTS:

	Description	Туре
D	Ordinance 36-18	Ordinance
D	Staff presentation - Cow backup 3/27/2017	Backup Material
D	Memo - COW backup 3/27/2017	Backup Material
D	6/5/2017 Regular Meeting Minutes	Backup Material

ORDINANCE 36 - 18

AN ORDINANCE AMENDING THE CITY OF CAPE CORAL CODE OF ORDINANCES, CHAPTER 2, ADMINISTRATION, ARTICLE II, FEES, BY ESTABLISHING DIVISION 9, IMPACT FEE DEFERRAL PILOT PROGRAM; PROVIDING DEFINITIONS; ESTABLISHING A SINGLE-FAMILY IMPACT FEE DEFERRAL PROGRAM; PROVIDING PROGRAM ELIGIBILTY AND PROCEDURES; REQUIRING DEVELOPER AGREEMENTS; REQUIRING OWNER AGREEMENTS; PROVIDING FOR EXPIRATION OR EXTENSION OF THE IMPACT FEE PILOT PROGRAM; PROVIDING SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Cape Coral desires to encourage and support the development of affordable single-family owner-occupied housing within the city; and

WHEREAS, City of Cape Coral Comprehensive Plan goals include providing good quality housing in safe, clean neighborhoods, offering a broad choice of options in both types (single family and multifamily) and tenure (owner and renter occupied) to meet the needs of present and future residents of the City, regardless of age or income status; and

WHEREAS, the City of Cape Coral Affordable Housing Incentive Plan identified impact fees as an impediment to the development of affordable housing; and

WHEREAS, the City Council finds that the health, safety, and welfare of the city will be enhanced by providing programs to encourage the development of these types of housing units.

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

SECTION 1. The City of Cape Coral Code of Ordinances, Chapter 2, Article II, Division 9, is hereby established as follows:

DIVISION 9 – Impact Fee Deferral Pilot Program

§ 2-24.50. Purpose and intent.

It is the purpose of this article to encourage and support the development of affordable housing by implementing an impact fee pilot program.

§ 2-24.51. Definitions.

The following words, terms and phrases, when used in this division, shall have the meanings set forth herein, except where the context clearly indicates a different meaning.

- (a) "Extremely low income families" means families whose incomes do not exceed 35 percent of the median income for the area as determined by the Secretary of the U.S. Department of Housing and Urban Development.
- (b) "Very low income families" means families whose incomes do not exceed 50 percent of the median income for the area as determined by the Secretary of the U.S. Department of Housing and Urban Development.
- (c) "Low income families" means families whose incomes are more than 50 percent but do not exceed 80 percent of the median income for the area as determined by the Secretary of the U.S. Department of Housing and Urban Development.
- (d) "Moderate income families" means families whose incomes are more than 80 percent but do not exceed 120 percent of the median income for the area as determined by the Secretary of the U.S. Department of Housing and Urban Development.

§ 2-24.52. Single-Family Impact Fee Deferral Pilot Program.

- (a) Purpose and Intent. The Single-Family Impact Fee Deferral Pilot Program is intended to encourage the provision of new units of owner-occupied affordable housing within the City of Cape Coral by providing for deferral of payment of City imposed fees on qualifying units of affordable housing. This program is intended to further the affordable housing goals and objectives in the Housing Element of the City's Comprehensive Plan.
- (b) Applicability. The Single-Family Impact Fee Deferral Program is limited to not-for-profit entities acting as developers who participate in the City of Cape Coral's Affordable Housing Programs and that are approved by the Department of Community Development.
- (c) Impact fees not subject to Single-Family Impact Fee Deferral Pilot Program. Utility capital expansion fees and impact fees collected on behalf of Lee County are not subject to this pilot program. The deferral of an impact fee under this article shall not in any way result in a refund of previously paid impact fees or previously paid impact fee installment payments.
- (d) Eligible dwelling unit categories. Agreements for the deferral of impact fees under this section may only be approved for single-family units.
- (e) Qualifying owner-occupied dwelling. To qualify for an affordable housing impact fee deferral, an owner-occupied dwelling unit must meet all the following criteria:
 - (1) The owner(s) or anticipated owner(s) of the dwelling unit must have an extremely low, very low, low, or moderate income level, as defined in Section 2-24.51, at the time of final execution by the City of the Owner's Impact Fee Deferral Agreement.
 - (2) The monthly mortgage payment, including taxes and insurance, must not exceed 30 percent of that amount which represents the percentage of the median annual gross income for the applicable household category as indicated in Section 2-24.51. However, it is not the intent to limit an individual household's ability to devote more than 30 percent of its income for housing, and housing for which a household devotes more than 30 percent of its income shall be deemed affordable if the first institutional mortgage lender is satisfied that the household can afford mortgage payments more than the 30 percent benchmark.
 - Once the property has been transferred from the developer to the owner(s), the dwelling unit must be the homestead of the owner(s). The owner must apply for and be granted a homestead tax exemption pursuant to Chapter 196, Florida Statutes, for the next available tax year.
 - (4) The owner(s) of the dwelling unit must be at least 18 years of age and must be either citizen(s) of the United States or be legal alien(s) who permanently reside in the United States. Proof of United States Citizenship or permanent legal residency must be established to the City's sole satisfaction.
- (f) Application. Application for the Single-Family Impact Fee Deferral Pilot Program must be submitted to the Department of Community Development prior to submission of the building permit application. Applications may take up to sixty days for approval or denial.

The application, at a minimum, will require the following:

- a. Name and address of the Developer;
- b. Legal description of the site upon which the development is proposed to be located;
- c. The square footage and number of bedrooms in each dwelling unit; and

- d. Type of construction as classified by the Florida Building Code.
- (g) <u>Developer Impact Fee Deferral Agreement</u>. Approval of the application shall be contingent upon an executed impact fee deferral agreement between the Developer and the City in a form approved by the City. The Developer's impact fee deferral agreement may be accepted by the City in lieu of prompt payment of the impact fee that would otherwise then be due and payable but for the agreement.
- (h) <u>Developer Time of Performance</u>. Title to the property must be conveyed to a qualified buyer within 180 days from the date of the Certificate of Occupancy issuance.

If title to the property is not conveyed to a qualified buyer within the 180-day period, then:

- (1) The deferred impact fee is considered in default as of the date that the fee would have been due without the deferral; and
- (2) The developer shall pay all the impact fees, including delinquency fees and interest dating back to the date that the fees would have been assessed but for the deferral.
- (i) Owner's Impact Fee Deferral Agreements. The qualified buyer receiving an impact fee deferral shall enter into an impact fee deferral agreement with the City that is recorded in the Official Records of Lee County at the owner's expense. A separate deferral agreement shall be executed for each qualifying owner-occupied dwelling. The deferral agreement shall provide for, at a minimum, the following and shall further include such provisions deemed necessary by the City to effectuate the provisions of this article:
 - (1) Legal description of the property, including the parcel tax identification number and street address.
 - (2) Throughout the period of deferral, the dwelling unit must be the homestead of the owner(s) under Section 4, Article X of the State Constitution, and pursuant to Chapter 196, Florida Statutes.
 - (3) For each such owner-occupied dwelling unit, the amount of impact fees deferred shall be paid to the City in full upon sale. Such fees shall be accelerated and thereby be automatically due and payable prior to that period if there is any breach in the subject impact fee deferral agreement by the non-city party.
 - (4) The deferred impact fees shall be a lien on the property. The lien may be foreclosed upon in the event of noncompliance with the requirements of the agreement. The agreement described herein shall operate as a lien against the dwelling unit. The lien shall terminate upon the recording of a release or satisfaction of lien in the public records of Lee County. Such release shall be recorded upon payment in full. Neither the deferred impact fees nor the agreement providing for the deferral of impact fees shall be transferred, assigned, credited or otherwise conveyed from the dwelling unit.
 - (5) Upon satisfactory completion of the agreement's requirements, the City shall record any necessary documentation evidencing same, including, but not limited to, a release of lien.
 - In the event the owner is in default under the agreement, and the default is not cured within 30 days after written notice is provided to the owner, the City may at its sole option collect the impact fee amounts in default, foreclose, or bring a civil action to enforce the agreement or declare that the deferred impact fees are then in default and immediately due and payable. The City shall be entitled to recover all fees and costs, including attorney's fees and costs, incurred by the City in enforcing the agreement, plus interest at the then maximum statutory rate for judgments calculated on a calendar day basis until paid.

(j) Repayment for owner-occupied units.

- (1) All impact fees deferred for owner-occupied dwelling units shall become due and payable and shall be immediately paid in full to the City upon:
 - a. The sale of the dwelling; or
 - b. Refinancing of the purchase mortgage or loans secured by senior real property security instruments with cash out; or
 - c. A loss of the homestead exemption under Section 4, Article X of the State Constitution, and pursuant to Chapter 196, Florida Statutes; or
 - d. The first occurrence of any sale or transfer of any part of the affected real property, and in any such event the deferred impact fees shall be paid in full to the City not later than the closing of the sale, or not later than the effective date of the transfer.
- (2) Repayment shall include any accrued interest. Interest shall be computed at the rate of five percent per annum, but in no event shall it exceed 25 percent of the total impact fee amount.

(k) Repayment obligations.

- (1) Generally. The impact fees deferred shall be a lien on the property until all requirements under this article and the agreement have been satisfied.
- Owner-occupied dwelling units. If the household income of the qualified owner-occupied dwelling unit rises above the standards for deferrals set forth in subsection (e) of this section, the owner shall maintain the deferral. Notwithstanding the foregoing, all outstanding impact fees deferred shall be paid in full upon sale or transfer of the dwelling unit as set forth in subsection (j) of this section.
- (1) Subordination. Impact fee deferrals for all owner-occupied dwelling units will automatically be subordinate to the owner's first mortgage and/or any government funded affordable housing loan. Requests for subordination shall be in accordance with the City of Cape Coral Subordination of Mortgage Policy.

(m) Ceiling on deferrals.

- (1) The aggregate number of impact fee deferrals granted pursuant to the Impact Fee Deferral Pilot Program shall be limited, in total, to 100 units. The City Council may, by ordinance, adjust the aggregate cap.
- (2) Deferrals shall be available on a first-come, first-served basis.
- (3) The City shall maintain a tracking system to ensure that the aggregate number of impact fee deferrals do not exceed the deferral ceilings established in this subsection.
- (n) Time period of pilot program. The Impact Fee Deferral Pilot Program shall expire upon completion of 100 units, or on September 30, 2022, whichever occurs first. The City Council may, by ordinance, extend or terminate the program at any time prior to the expiration date of the program.

SECTION 2. Severability. If 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. Effect by the Cape Coral Cir		e shall become effective i	mmediately after its adoption
	HE COUNCIL OF TH DAY OF		ORAL AT ITS REGULAR
		JOE COVIELLO	O, MAYOR
VOTE OF MAYOR	AND COUNCILMEM	BERS:	
COVIELLO STOKES CARIOSCIA STOUT		NELSON GUNTER WILLIAMS COSDEN	
ATTESTED TO AN 2018.	ND FILED IN MY OF	FFICE THIS D	DAY OF,
		REBECCA VAN CITY CLERK	N DEUTEKOM
BRIAN R. BARTOS ASSISTANT CITY A ord\Affordable Housing In	SATTORNEY		

Single Family Impact Fee Deferral Pilot Program For Workforce Housing

City Council

Committee of the Whole

March 27, 2017

Single Family Impact Fee Deferral Pilot Program

- Impact fee deferral program for the development of owner occupied single family dwelling units
- Limited to established not-for-profit housing development entities approved by the City of Cape Coral
- Up to \$7,000 in impact fee deferrals
- Does not include school impact fees collected on behalf of Lee County School District (LCSD)
- Maximum of 150 homes over a five year period

Next Steps

- Identification of best practices
- Draft Program Parameters
 - Buyer Requirements
 - Developer Requirements
 - Program Ceiling on maximum number/amount per year
 - Deferral Period/Repayment
 - Staffing long term monitoring (Department of Community Development), fiscal impact (Finance)

MEMORANDUM

CITY OF CAPE CORAL CITY MANAGER'S OFFICE

TO:

Mayor Sawicki and Council Members

FROM:

John Szerlag, City Manager

Kelley Fernandez, Business Manager KA

DATE:

March 22, 2017

SUBJECT:

Single Family Impact Fee Deferral Program for Workforce Housing

We recently met with Habitat for Humanity President Kitty Green and Board Member Gary Aubuchon to discuss a proposed program for impact fee deferral for single family homes. During that meeting, they demonstrated the need for such a program in order to achieve their mission of providing workforce housing within Cape Coral. This pilot program would consist of a maximum of 150 houses over the course of five years and would apply to other agencies the City partners with which fulfills our statutory obligations to provide workforce housing.

Representatives of Habitat for Humanity will be in attendance at the March 27, 2017 Committee of the Whole meeting to provide information about this potential pilot program along with City staff.

City Management supports the concept of a deferral program for single family impact fees within parameters and, as such, believes further exploration of a program should be pursued.

Should you have any questions, please feel free to contact my office.

JS/KF

C: Dolores Menendez, City Attorney Brian Bartos, Assistant City Attorney

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MINUTES FOR THE REGULAR MEETING OF THE CAPE CORAL CITY COUNCIL

June 5, 2017

Council Chambers

4:30 p.m.

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

Moment of Silence - Councilmember Cosden

Pledge of Allegiance - Skylar Muncy - Oasis Elementary

Roll Call: Mayor Sawicki, Council Members Burch, Carioscia, Cosden, Erbrick, Leon, Stout, and Williams were present.

CHANGES TO AGENDA/ADOPTION OF AGENDA

Mayor Sawicki announced that Item 10D will be moved to after Citizens Input, 11A has been withdrawn, and the public hearing for Ordinance 22-17 will be held on June 12, 2017.

Councilmember Williams moved, seconded by Councilmember Cosden to approve the agenda, as amended.

Council polled as follows: Cosden, Erbrick, Leon, Sawicki, Stout, Williams, Burch, and Carioscia voted "aye." Eight "ayes." Motion carried 8-0.

RECOGNITIONS/ACHIEVEMENTS

None.

APPROVAL OF MINUTES

Regular Meeting - May 1, 2017

Councilmember Burch moved, seconded by Councilmember Erbrick to approve the minutes for the May 1, 2017 regular meeting as presented. Voice Poll: All "ayes." Motion carried.

BUSINESS

PUBLIC COMMENT - CONSENT AGENDA

No speakers.

CONSENT AGENDA

Councilmember Williams pulled item 4.

Councilmember Erbrick pulled item 2 for a brief discussion.

(1) Resolution 78-17 Adopt the 2017 Lee County Joint Unified Local Mitigation Strategy (LMS), and repeal Resolution 13-12 which adopted a previous version of the plan. Recovering from an emergency or a disaster could take several weeks, months, or even years, and cost jurisdictions millions of dollars. The 2017 LMS lays out specific mitigation strategies and projects that could be funded should federal mitigation dollars be available after a declared disaster. The Federal Emergency Management Agency and the Florida Division of Emergency Management require Lee County and all six municipalities therein

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to adopt the updated plan to be eligible for federal disaster funding; Department: Fire; Dollar Amount: \$0; (Fund: N/A)

- (2) Resolution 80-17 Approve Contract PB-CON-PD17-1/GM which piggybacks the City of Sarasota RFP15-33BK awarded to Action Labor of Florida, LLC dba Staffing Connection for the purchase of School Crossing Guard Services at the hourly rate proposed, not to exceed budgetary limits, in accordance with City of Cape Coral Code of Ordinances Chapter 2, Article VII, Division 1, Section 2-144(f) Purchases of Goods or Services from Contracts Awarded by Other Governmental Entities by Competitive Bid, and authorize the City Manager, or designee, to sign the contract and any renewals; Department: Police Department; Estimated Dollar Value \$218,000; (General Fund)
- (3) Resolution 82-17 Award of competitive solicitation ITB-UT17-41/KR Galvanized Pipe Replacement Program Section 2A to Boyd Irrigation, Inc. of North Fort Myers, FL to replace 18,240 LF of existing galvanized pipe, as the lowest responsive, responsible bidder, in the amount of \$2,455,820, with a City controlled contingency amount of 10%, \$245,582 for a total \$2,701,402 dollars and authorize the City Manager or designee to execute the contract; Department: Utilities; Dollar Value: \$2,701,402; (Water and Sewer Fund)
- (4) Resolution 83-17 Approve the waiver of the procurement process for the purchase of medical supplies and entering into an agreement with Cooperative Services of Florida, Inc. (CSF) LeeSar, Inc., at the unit prices stated not to exceed budgetary limits, and authorize the City Manager or Designee to execute the agreement, renewals and any other pertinent document; Fire Department; Annual Estimated Dollar Value: \$113,982; (General Fund)
- (5) Resolution 87-17 Approve contract CON-UT03-17/KR for the Underground Fire Line Improvement Project with TKW Consulting Engineers, Inc. of Fort Myers, FL. for Professional Engineering Services for Phase II and authorize the City Manager or designee to execute the contract and any renewals or amendments. Phase II is to develop complete design, permitting, bidding and construction services for twenty-one (21) properties for conversion of water supply for fire protection from non-potable irrigation to potable water system. Phase I agreement was approved via Resolution 35-15 on March 30, 2015 in which the agreement also allowed entering into negotiation for Phase II; Department: Utilities; Dollar Value: \$269,392; (Water & Sewer Fund)
- (6) Resolution 90-17 Approval of Contract for Purchase of Lots 73 and 74, Block 3003, Unit 43, Cape Coral Subdivision, 1312 NW 25th Street, Cape Coral, for the Festival Park project for the purchase price of \$14,950 plus proration costs not to exceed \$500; Department: Financial Services/Real Estate; Dollar Value: \$15,450; (Parks Capital Project Fund) Note: Trade offer rejected by Seller
- (7) Resolution 91-17 Approval of three (3) Purchase Contracts for the purchase of Lots 81 through 85, Block 80, Cape Coral Subdivision Unit 9, 604 612 SE 47th Terrace, for the construction of a new wastewater Master Pump Station; Combined purchase price is \$137,500 plus proration/closing costs not to exceed \$2,500; Department: Financial Services / Real Estate Division; Dollar Value: \$140,000; (Water and Sewer Fund) Note: Trade offer rejected by Sellers.

Councilmember Leon moved, seconded by Councilmember Burch to approve Item 8(B)(1), 8(B)(3), 8(B)(5), 8(B)(6), and 8(B)(7) as presented.

Council polled as follows: Cosden, Erbrick, Leon, Sawicki, Stout, Williams, Burch, and Carioscia voted "aye." Eight "ayes." Motion carried 8-0.

Councilmember Erbrick inquired with Chief of Police Newlan why it was going for outsourcing.

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Chief of Police Newlan explained that there are 8 team contract crossing guards. We have been in communication with Crossing Guards Now through letter and phone calls. Approval will facilitate a meeting with the company to offer them all the same positions.

Councilmember Erbrick moved, seconded by Councilmember Burch to approve Item 8(B)(2), as presented.

Councilmember Carioscia questioned how much money privatization will save.

Chief Newlan stated it would save approximately \$65,000.

Council polled as follows: Cosden, Erbrick, Leon, Sawicki, Stout, Williams, Burch, and Carioscia voted "aye." Eight "ayes." Motion carried 8-0.

<u>Councilmember Williams</u> questioned Fire Chief Cochran about the bidding process on item 4.

Fire Chief Cochran explained that currently the Fire Department utilizes over 250 different medical supplies throughout the year from seven different vendors. The real savings in the future will be when we are able to lower our inventories because currently we have to purchase in bulk amounts.

Councilmember Williams stated he was more concerned about the process.

Procurement Manager Roop stated we have bid this project before and ended up with multiple vendors. The analysis that was conducted showed that this would be cost neutral. The only reason we're asking for a waiver versus a piggyback because we can utilize other entities' contracts including not for profit. This group goes directly to the manufacturers to get the best price.

Councilmember Williams moved, seconded by Councilmember Burch to approve Item 8(B)(4), as presented.

<u>Councilmember Stout</u> shared her experience from the Lee Health Board and remarked about the savings with this type of bid process.

<u>Councilmember Burch</u> agreed with the bidding done by the Fire Chief and the Procurement Manager to be current, accessible, and affordable.

Council polled as follows: Cosden, Erbrick, Leon, Sawicki, Stout, Williams, Burch, and Carioscia voted "aye." Eight "ayes." Motion carried 8-0.

CITIZENS INPUT TIME

Sean Hetz, a local clinical mental health counselor, stated the agenda shows an item to decrease the number of homes for Habitat for Humanity, adding that rents are up 29 percent in this City. A lot of his clients are on Medicaid and ask him where they can get money for rent and food. The complaint against LCEC should not be withdrawn. He commented about solar power, minimum wage, and taking away services.

Brian Delant discussed tiny houses, noting it was a waste of City resources. He could only find two in the State. He stated we should wait for a developer before wasting time. Council should look to Habitat for Humanity for social norm housing.

Wendy Blake submitted a Petition to Council to discuss best practices by the Real Estate Division. She requested to speak to the Council as a whole and will be reaching out individually to address some concerns. She wanted to share her family's first hand experiences involving the City's Real Estate Division. She stated the City has approximately 877 properties in their pipeline. She read from a website <a href="https://www.gray-number.com/ww

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<u>robinson.com</u>. who is an eminent domain attorney. Best practices must be in place; results can be catastrophic in court.

Dennie Hamilton, Executive Vice President and CEO of LCEC, spoke about item 10D. LCEC appreciates the recommendation from the City Manager about the item being withdrawn. Their preference has always been negotiation rather than defending against litigation, and their hope was to negotiate a mutually beneficial franchise agreement within a reasonable time frame. They were optimistic that the withdrawal of the complaint and efforts toward good faith negotiations will result in a timely and acceptable agreement.

Richard Osman appeared to speak about the decline in wearing hats and how there will be an increase in skin cancer. City staff working outside should be protected with headgear.

Dan Sheppard discussed the area south of Cape Coral Parkway off Chiquita to El Dorado regarding the new infrastructure being installed for phone and cable underground City-wide. They are doing these as far back as 24 feet; the right of way was 15 feet but it varies throughout the City. He spoke about the irrigation water crisis. There is not enough shade in our City; our ground is very hard so it does not restore our water. He spoke to the engineer on the job and they are putting the pipes three feet down. The problem is you can't plant trees there. If they could put it at a depth of 5 to 6 feet, it won't impede on any planting. He stated while this job is just starting out can we look into this.

John Karcher stated on April 17th he hand delivered a petition to speak to Council. He had a meeting with the City Manager on May 24th who was going to bring that forward. He was hoping that it would be on the agenda next week; if not, when?

Mike Hollow spoke about the impending water towers. He discussed an act under Florida State Statute Chapter 70 that has to do with the Burt Harris Act.

Mayor Sawicki stated she was inclined to hear the Bunch Family petition next week at the June 12th meeting. She requested that the City Clerk add that to the agenda. She stated Pearl will be sending out the petition to all Councilmembers.

<u>Councilmember Leon</u> clarified that Habitat for Humanity is not limiting what we're doing as a City but it's more of a pilot program. He questioned if Mr. Sheppard's request was a possibility. He thanked Mr. Hamilton for coming and bringing up some valid points regarding LCEC.

Mayor Sawicki addressed Mr. Karcher's Petition to Council. She will not accept or allow petitions to go on our agenda that are politically motivated or to politicize a particular candidate's stance.

<u>Councilmember Williams</u> requested the Bunches call the office to set up an appointment.

Councilmember Burch stated he was glad that everything was somewhat resolved for the Bunch Family. It was appropriate for Mr. Hamilton to speak tonight. He clarified that Cape Coral had no interest in fighting with LCEC. He hoped we could get into negotiations and be proud of the final franchise agreement.

Recommendation to Withdraw Public Service Commission Action Against LCEC for Rate Structure Discrimination

City Manager Szerlag stated this was being done in the spirit of cooperation. It would benefit all parties if the City would drop this filing with prejudice which means we cannot go back to the Public Service Commission if we are unsuccessful in any franchise negotiation.

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<u>Councilmember Stout</u> stated she was never in favor of action against LCEC. She has been approached by many citizens who have told her that they do not want the City to take over the electric.

<u>Councilmember Williams</u> stated it was never the intention of the City of buying LCEC. He noted there were some issues, and we needed to move forward.

Councilmember Williams moved, seconded by Councilmember Stout to approve the withdrawal of the Public Service Commission action against LCEC with prejudice.

Council polled as follows: Cosden, Erbrick, Leon, Sawicki, Stout, Williams, Burch, and Carioscia voted "aye." Eight "ayes." Motion carried 8-0.

PERSONNEL ACTIONS

Resolution 93-17 Approval and ratification of the Tentative 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. He asked all who were involved on the labor and management team to stand up. He stated Doug Lozen can explain what we did with the excess monies from Act 185 that has to be allocated toward pension improvement.

Doug Lozen, Foster and Foster, stated they provided the actuarial calculations during negotiations. In the future as State monies increase, the City will continue to have some access to those increased monies.

<u>Councilmember Burch</u> commented on how we needed to catch up when he first was elected to office. Over time we have corrected the situation, but this is the ultimate achievement.

Councilmember Burch moved, seconded by Councilmember Stout to approve Resolution 93-17.

Council polled as follows: Cosden, Erbrick, Leon, Sawicki, Stout, Williams, Burch, and Carioscia voted "aye." Eight "ayes." Motion carried 8-0.

Resolution 94-17 Approval and ratification of the Tentative Collective Bargaining Agreement between the City of Cape Coral and the Fraternal Order of Police, representing the Lieutenants of Cape Coral Lodge #33

Councilmember Burch moved, seconded by Councilmember Cosden to approve Resolution 94-17.

Council polled as follows: Cosden, Erbrick, Leon, Sawicki, Stout, Williams, Burch, and Carioscia voted "aye." Eight "ayes." Motion carried 8-0.

PETITIONS TO COUNCIL

None

APPOINTMENTS TO BOARDS / COMMITTEES / COMMISSIONS 529 p.m.

Charter Review Commission - 7 member vacancies and 2 alternate vacancies

Assistant City Clerk Bruns stated the Clerk's Office began advertising for the Charter Review Commission vacancies in December 2016. There are seven member

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vacancies and two alternate vacancies. Advertising was done in the newspaper, Cape Coral website, and a Face Book page. Thirteen applications were received. Applicants Jenkins, Solofra, Weiss, and Ollmann have indicated that they are unable to attend this evening based on prior commitments and have asked to be considered.

Interviews

Anthony Bennie
Phyllis Jenkins (not present)
K (Skip) Kitchen II
John McNamara
Tim Ollman (not present)
Ryan Peterson (2/3 vote needed)
Giovanni Robinson (2/3 vote needed)
James Solofra (not present)
Joe Stewart
Andrew Sund
David Thompson (not present)
Christopher Tompkins (not present)
Victoria Weiss (not present)

A majority tally for the seven members was received for Phyllis Jenkins, Skip Kitchen, John McNamara, Ryan Peterson, Giovanni Robinson, Anthony Bennie, and Andrew Sund.

Councilmember Leon moved, seconded by Councilmember Williams to appoint the following to the Charter Review Commission as full members: Phyllis Jenkins, Skip Kitchen, John McNamara, Ryan Peterson, Giovanni Robinson, Anthony Bennie, and Andrew Sund.

Council polled as follows: Cosden, Erbrick, Leon, Sawicki, Stout, Williams, Burch, and Carioscia voted "aye." Eight "ayes." Motion carried 8-0.

A majority tally for the two alternates was received for Victoria Weiss and Joe Stewart.

Councilmember Leon moved, seconded by Councilmember Erbrick to appoint the following to the Charter Review Commission as alternate members: Victoria Weiss and Joe Stewart.

Council polled as follows: Cosden, Erbrick, Leon, Sawicki, Stout, Williams, Burch, and Carioscia voted "aye." Eight "ayes." Motion carried 8-0.

<u>Councilmember Burch</u> stated this was an important Committee and the alternates should attend all meetings.

ORDINANCES/RESOLUTIONS

Public Hearings

Ordinance 14-17 Second and Final Public Hearing WHAT THE ORDINANCE ACCOMPLISHES:

An ordinance amending the Cape Coral Land Use and Development Regulations, Article II, District Regulations, Section 2.5, Schedule of Land Use Classifications, by adding "Sports Academy" to the schedule of Land Use Classifications; amending Section 2.7, District Regulations, by providing that Private Parks shall be allowed as a permitted use in Single-Family Residential (R-1A and R-1B) and Multi-Family (R-3) districts; and providing that Cultural Facilities; Hotels/Motels-Resorts Only; Recreation, Commercial, Group II; and Schools, Commercial (Sports Academy Only) uses shall be allowed as special exception uses in the Single-Family Residential (R-1A and R-1B) and Multi-Family Residential (R-3) districts under certain identified conditions;

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amending Article XI, Definitions, by revising the definition of "Resort" and adding a definition for "Sports Academy."

P&Z recommendation: At the March 1, 2017 meeting, the Planning and Zoning Commission/Local Planning Agency voted (7-0) to recommend approval of Ordinance 14-17.

City Management Recommendation: Recommends approval of the requested amendment.

Assistant City Clerk Bruns read the title of the Ordinance.

Planning Team Coordinator Daltry presented a power point with the following slides:

- Ordinance 14-17
- Summary
- Analysis/Purpose
- Recommendation

Public Hearing opened.

No Speakers

Public Hearing closed.

Councilmember Erbrick moved, seconded by Councilmember Williams to adopt Ordinance 14-17, as presented.

Discussion held regarding locations where these uses would be allowed.

Discussion held regarding the benefit of passing this Ordinance.

Council polled as follows: Cosden, Erbrick, Leon, Sawicki, Stout, Williams, Burch, and Carioscia voted "aye." Eight "ayes." Motion carried 8-0.

Ordinance 22-17 (PDP 16-0010*) Public Hearing (At the applicant's request, this item will also be continued to June 12, 2017)

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

WHAT THE ORDINANCE ACCOMPLISHES:

An ordinance amending Ordinance 14-05 which approved a Planned Development Project entitled "Entrada," providing for Planned Development Project approval for property located at the intersection of Del Prado Boulevard North and De Navarra Parkway, granting rezoning of a 10.57 acre tract from Multi-Family Residential (R-3) to Pedestrian Commercial (C-1); granting a special exception for an Automotive Service Station - Limited with Convenience Store use; granting subdivision approval.

HEX Recommendation: The Hearing Examiner recommends approval of the Project, subject to the terms and conditions set forth in the PDP HEX Recommendation Order 2-2017

City Management Recommendation: City Management recommends approval with conditions.

INTRODUCTIONS

Ordinance 25-17 Set Public Hearing Date for July 24, 2017 WHAT THE ORDINANCE ACCOMPLISHES:

An ordinance amending the Code of Ordinances, Chapter 2, Administration, Article III, Personnel Rules and Regulations, Division 11, Attendance and Leave, to change the list of designated holidays by removing Columbus Day and adding Christmas Eve Day

Assistant City Clerk Bruns read the title and scheduled the public hearing date.

Human Resources Director Sonego stated she was available to answer any questions.

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Councilmember Williams questioned why this was being done.

Director Sonego stated there were some requests from directors and managers that the dates be changed. She stated we approached the unions and asked if they had a preference to do that as well. The two contracts that just went through has that change. The General Unions are looking at ratifying that this month.

UNFINISHED BUSINESS

Water Quality

<u>Councilmember Carioscia</u> asked what staff was doing to address the one day watering to go back to the normal two days a week.

City Manager Szerlag stated he will be speaking with Mr. Pearson tomorrow about lifting the restriction. We are in the 90 days stage to have a drawdown of the reservoir of 17 million gallons a day. There has been a complaint against us that we caused a well to go dry. He instructed Mr. Pearson to have the geologists determine if pumping 17 million gallons a day from the reservoir into our canal system has an adverse effect on the surrounding wells. DEP and FDOT will want to know as well. If we go back to a two day a week watering, he will need to stop the pumping of the reservoir. Before he does that, he wants to know if there is an impact on the well system.

Councilmember Leon inquired about the location of the well that went dry.

City Manager Szerlag stated it was a well in a correctional facility north of the reservoir in Charlotte County.

Legislative Issues - Update

None.

Update Single Family Impact Fee Deferral - Housing Coordinator Yearsley

Housing Coordinator Yearsley provided an update on the single family impact fee deferral. Slides included:

- Background
- Considerations
- Initial Proposal
- Proposed Changes
- Cape Coral Housing Elevations
- Habitat for Humanity Elevations
- Photos

Councilmember Leon explained why he could not support this; he did not think it was right to ask the citizens to help bear that cost. It should be up to the private sector.

Councilmember Stout requested that Kitty or Bonnie to come forward and explain the Ordinance as far as what it would do to them.

Kitty Green, Habitat for Humanity, stated it would help to reduce costs that it takes to put someone in an affordable home so that we can provide more affordable homes. There is a huge need.

Bonnie Schnell, Cape Coral Housing Development Corporation, stated the more people we can help the better it is for us. She appreciated Council bringing this forward for both agencies.



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Councilmember Burch thanked them for the leadership they have provided in Lee County for many years. He stated this was a deferral and not an elimination of impact fees. This will help the quality of life in the community.

Councilmember Burch moved, seconded by Councilmember Williams to approve the single family impact fee deferral.

Mayor Sawicki requested that the City Manager clarify what he was looking for on this topic.

City Manager Szerlag stated that Gary Aubuchon and Kitty Green asked to meet with him about this program, and he thought it was a good idea to advance it to City Council. He recommended this program.

Financial Services Director Bateman explained the analysis that was done by Finance. She stated the deferral is up to ten years on 100 homes. We would not be losing the original impact fees; it would be for the interest for those years if you did not pay the impact fees. Over ten years the interest would be \$420,000. At the same point, we would be getting ad valorem for ten years of \$1.1 million that we would not get today if it was just vacant land.

City Manager Szerlag stated a consensus was being requested and a resolution could be brought forward next week.

Mayor Sawicki stated there was already a motion with a second. She commented that affordable housing was critical, and we are going in the direction of providing it. She stated this is part of a bigger problem of not having the wages for the jobs in your community for people to afford housing. It would be nice to see an update on our Economic Development on what we are doing. It's not just about lost revenue or impact fees. We need to have discussion on what we are continuing to do to bring in higher wage jobs. She noted this could be addressed at the Strategic Planning meeting to be held soon.

<u>Councilmember Carioscia</u> stated he would support this because of the revenue stream from ad valorem taxes, as well as the Public Service Tax, and the Fire Service Assessment.

City Attorney Menendez stated there will be a need to adopt an Ordinance in order to accomplish this amendment to the impact fee structure.

Councilmember Burch amended his motion to accept the deferral of the impact fees and all the associated items that go in the Resolution that come forward. Second agreed.

Council polled as follows: Cosden, Erbrick, Sawicki, Stout, Williams, Burch, and Carioscia voted "aye." Leon voted "nay." Seven "ayes." One "nay." Motion carried 7-1.

Recommendation to Withdraw Public Service Commission Action Against LCEC for
Rate Structure Discrimination
item 10D moved directly after citizens input

NEW BUSINESS

Councilmember Appointment to the Tourist Development Council (TDC) item 11A withdrawn

REPORTS OF THE MAYOR AND COUNCIL MEMBERS

Councilmember Cosden - Topic: Coral Ridge Memorial Day

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<u>Councilmember Erbrick</u> – Topics: Thanks to the family at Coral Ridge for the excellent service; Fire Department Annual Recognition Ceremony, congratulations to all promoted and those who retired; last Friday three new members were sworn in to our Cape Coral Police Department; update on Mid Cape have met with business owners and have had a couple of sweeps with Waste Pro, went through community cleaned up the corridors, alleyways, and streets.

Councilmember Leon - Topic: No report

Councilmember Stout - Topic: No report

<u>Councilmember Williams</u> – Topics: Attended the Fire Department Recognition Ceremony; Memorial Day attended the ceremonies at Coral Ridge, Iraq Memorial, and the Military Museum; Friday Youth Council meeting. He inquired if there was any interest in Festival Park now that there is a Parks Master Plan. We need to start putting together a plan. There are things that could be done now or next year without having millions of dollars. He wanted staff to gather information on what it would cost us to move forward with a plan for Festival Park.

<u>Councilmember Leon</u> seconded it. He agreed 100 percent. He noted all the nearby events going on even in fields for concerts.

<u>Councilmember Williams</u> stated he agreed with the concept of the bands. He was looking as a first step for staff to tell us how much it would cost to get a Master Plan made for Festival Park.

<u>Mayor Sawicki</u> stated the Parks Master Plan was recently done. She wanted to be cautious that we do not circumvent the money that we already spent. She wanted to know where that falls and what staff has done so far. She asked the City Manager to provide an update.

City Manager Szerlag stated as opposed to a Master Plan, the question is what will it take to have a performance venue at Festival Park for 5,000 people. Staff will provide a scope of work. He mentioned that it is in our plan document and unfunded needs are document as well.

Mayor Sawicki stated she was not in favor for spending any money on additional studies.

City Manager Szerlag stated he would see what can be done in house first.

<u>Councilmember Williams</u> stated we need to know what we want to do with the whole park. He suggested the City Manager, Director Pohlman, and whoever else to brainstorm. He wanted to get something going without costing the City a lot of money that would provide a big benefit to the residents.

<u>Councilmember Erbrick</u> stated she thought that once the Parks and Master Plan was developed, we would start looking into this. She mentioned a potential referendum. She was in support of starting something since the venue at Sun Splash is getting tight for the Coconut Festival.

<u>Mayor Sawicki</u> stated she wanted to see how it falls within the Parks Master Plan and if it is a priority. City Manager Szerlag stated they would come back with some information.

<u>Councilmember Burch</u> stated his concern for the Old Golf Club Property, 178 acres sitting in the most populated part of the City, and we allow it to sit, and yet there is no population near Festival Park.

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Councilmember Leon stated Festival Park is land that is currently owned by the City unlike the golf course. This is a good discussion for the Youth Council to get involved. He asked Councilmember Williams if he would work with them and staff to get their feedback and have them come and present what they think of this for the future.

Councilmember Williams stated the next meeting for the Youth Council will be on June 16. Parks and Recreation Director Pohlman will be presenting the Parks Master Plan. He stated in response to Councilmember Burch that these are two different venues.

Councilmember Williams - Topic: No report

Councilmember Burch - Topic: No report

Councilmember Carioscia - Topic: No report

<u>Mayor Sawicki</u> – Topics: May 25th attended the Cape Coral Fire Awards Ceremony; Attended Memorial Day events at Coral Ridge, Iraq Memorial, and Military Museum.

Mayor Sawicki inquired of City Manager Szerlag what it would take to get a City flag for the Military Museum.

City Manager Szerlag stated they would accommodate that request.

Mayor Sawicki – June 1st and 2nd Daytona Insurance Trust meeting; June 8th panelist for the Above-Board Chamber; June 8th Cape Coral Fire Department hosting a Hurricane Seminar in Council Chambers at 5 p.m.; Oasis Charter School local grants.

REPORTS OF THE CITY MANAGER AND CITY ATTORNEY

City Attorney - Topic: No report.

City Manager - Topic: No report.

TIME AND PLACE OF FUTURE MEETINGS

A regular meeting of the Cape Coral City Council was scheduled for Monday, June 12, 2017 at 4:30 p.m. in Council Chambers.

MOTION TO ADJOURN

There being no further business, the meeting adjourned at 6:59 p.m.

Submitted by,

Rebecca Vano

Rebecca van Deutekom, MMC

City Clerk

Item

B.(2)

Number:

D.(Z)

Meeting

5/14/2018

Date:

ORDINANCES/RESOLUTIONS -

Type:

Introductions

AGENDA REQUEST FORM CITY OF CAPE CORAL



TITLE:

Ordinance 37-18 Set Public Hearing Date for June 4, 2018

REQUESTED ACTION:

Approve or Deny

STRATEGIC PLAN INFO:

1. Will this action result in a Budget Amendment?

2. Is this a Strategic Decision?

No 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 authorizing the Mayor to grant 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 owned by the City that is in the area of the Fire Station #11 project, located at 1038 Burnt Store Road North.

LEGAL REVIEW:

John E. Naclerio III, Assistant City Attorney

EXHIBITS:

Ordinance 37-18 LCEC Site Plan

PREPARED BY:

Division- Department- City Attorney

SOURCE OF ADDITIONAL INFORMATION:

Dawn Andrews, Property Broker

ATTACHMENTS:

Description

- □ Ordinance 37-18
- LCEC Site Plan

Туре

Ordinance

Backup Material

ORDINANCE 37 - 18

AN ORDINANCE AUTHORIZING THE MAYOR TO GRANT 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 OWNED BY THE CITY THAT IS THE AREA OF THE FIRE STATION #11 PROJECT LOCATED AT 1038 BURNT STORE ROAD NORTH, AS MORE PARTICULARLY DESCRIBED HEREIN; A COPY OF THE EASEMENT IS ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE; PROVIDING SEVERABILITY AND AN EFFECTIVE DATE.

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

SECTION 1. That the Mayor is hereby authorized and directed to grant 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 owned by the City that is in the area of the Fire Station #11 project located at 1038 Burnt Store Road North, as more particularly described as follows:

A 10' foot wide Public Utility Easement lying within Block 4199-A, as shown on the Plat of Cape Coral Unit 60, recorded in Plat Book 19, at Pages 154 through 169 of the Public Records of Lee County, Florida; being more particularly described as follows;

Commence at the Southeast corner of Block 4199-A as shown on the Plat of Cape Coral Unit 60, recorded in Plat Book 19, at Pages 154 through 169 of the Public Records of Lee County, Florida; Thence N 02°14'37" E, along the East line of said Block 4199-A also being the Westerly Right-of-Way line of Burnt Store Road (State Road 765), a 200 foot wide right-of-way, for a distance of 140.81 feet to the Point of Beginning; Thence departing said line N 87°45'23" W for 10.00 feet; Thence N 02°14'37" E, parallel to said right-of-way line, for 144.44 feet; Thence N 87°35'15" W for 61.30 feet; Thence N 02°55'24" E for 13.45 feet; Thence S 89°20'18" E for 10.01 feet; Thence S 02°55'24" W for 3.76 feet; Thence S 87°35'15" E, for 61.18 feet to a point on the Westerly Right-of-Way line of said Burnt Store Road; Thence S 02°14'37" W, along said right-of-way line, for 154.41 feet to the Point of Beginning.

Containing 2,193 square feet, more or less.

Bearings refer to the Plat of Cape Coral Unit 60, recorded in Plat Book 19, at Pages 154 through 169 of the Public Records of Lee County, Florida; with the East line of the Southeast quarter of Section 6, Township 44 South, Range 23 East being N 02°14'37" E.

Subject to Easements, Reservations, and Restrictions of record.

A copy of the easement 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 take effect immediately upon its adoption by the Cape Coral City Council.

ADOPTED	BY THE COUNC	IL OF THE CITY (OF CAPE O	CORAL AT ITS	REGULAR S	ESSION
	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 THIS DAY OF, 201										
	REBECCA VAN DE	UTEKOM								
APPROVED AS TO FORM: JOHN E. NACLERIO III ASSISTANT CITY ATTORNEY										

ord\LCEC Easement-Fire Station 11

Prepared By: Lee County Electric Cooperative, Inc. Post Office Box 3455 N. Ft. Myers, FL 33918-3455

Strap# 06-44-23-C3-04199.A000 WR # 542040

EASEMENT

KNOW ALL MEN BY THESE PRESENTS that **the City of Cape Coral, a Florida municipal corporation,** as Grantor, whose post office address is c/o Real Estate Division, P.O. Box 150027, Cape Coral, Florida 33915-0027, in consideration of the sum of one dollar and other valuable considerations, receipt of which is hereby acknowledged, do hereby grant to **Lee County Electric Cooperative, Inc., a Florida not for profit corporation**, whose post office address is Post Office Box 3455, North Fort Myers, Florida 33918, and to its successors and assigns (the term "assigns" meaning any person, firm, or corporation owning by way of assignment all rights under this Agreement or a portion of such rights, with the Grantee or its other assigns retaining and exercising the other rights), 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, including, but not limited to, wires, poles, cables, conduits, anchors, guys, and roads, trails, and equipment associated therewith, attachments and appurtenant equipment for fiber optic telecommunications and television purposes (all of the foregoing hereinafter referred to as "facilities"), over, under, in, on, upon, and across the lands of the Grantor situated in the County of Lee and State of Florida and being more particularly described as follows,

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF

together with the right and privilege from time to time to reconstruct, inspect, alter, improve, enlarge, add to, change the voltage, as well as the nature or physical characteristics of, replace, remove, or relocate such facilities or any part of them upon, across, over, or under the right-of-way described above with all rights and privileges necessary or convenient for the full enjoyment or the use thereof for the purposes described herein, including, but not limited to, the right to trim, spray, cut, and keep clear all trees and undergrowth and other obstructions within said right-of-way and on lands of Grantor adjoining said right-of-way that may interfere with the proper construction, operation, and maintenance of such facilities or any part of them, the right to mark the location of any underground facilities by above-ground markers and other suitable markers, and the right of ingress and egress for personnel and equipment of Grantee, its contractors, agents, successors or assigns, over the adjoining lands of the Grantor, for the purpose of exercising and enjoying the rights granted by this easement and any or all of the rights granted hereunder.

By the execution and delivery hereof, Grantor so expressly agrees that no portion of the right-of-way described herein shall be excavated, altered, obstructed, improved, surfaced, or paved without the prior written permission of the Grantee, or its successors or assigns, which written permission shall not be unreasonably withheld, delayed, or conditioned by Grantee, and no building, well, irrigation system except for small surface landscape irrigation system having no greater depth than 12 inches at its lowest point within the easement area, drainage system, structure, obstruction, or improvement (including any improvements for recreational activities) shall be located, constructed, maintained, or operated over, under, upon, or across said right-of-way by the Grantor or successors or assigns of Grantor. Notwithstanding the foregoing, the Grantor reserves the right to maintain, repair, or replace any existing paved/concrete surface or

other improvements in the easement area and exercise all rights not inconsistent with the purpose of the easement granted.

Grantor, its successors and assigns, shall have the right to use and occupy the surface of the easement area for any purpose consistent with the rights and privileges herein granted and which will not endanger or interfere with the construction, maintenance, and operation or reconstruction of Grantee's utility installations.

By the execution hereof, Grantor covenants that Grantor has the right to convey this easement and that the Grantee and its successors and assigns shall have quiet and peaceful possession, use, and enjoyment of this easement and the rights granted hereby.

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	WITN					the	Grant	or	has	execute	ed	this	Agreer	ment	this		day	of
SIGNED, SEALED, AND DELIVERED IN THE PRESENCE OF:									CITY OF CAPE CORAL, a Florida municipal corporation									
First Witness (Signature)											Joe Coviello, Mayor						_	
Printed Name of First Witness											ATTESTED TO:							
Second Witness (Signature)						 -					Rebecca van Deutekom, City Clerk							
Pri	nted Nar	me of S	Second	d Witne	ess						(Dolo	ROVED res D. M Attorney	Vene	l	5	1/18	
ST	TATE C)F ' OF _				_												
		Joe (Covie	ello, M						ged befo be Coral								
(NOTARIAL SEAL)										Signa	ature of N	otary	Public					
												Мус	ommissi	ion ex	pires:			

10' Public Utility Easement (CC-18-0004)

A 10' foot wide Public Utility Easement lying within Block 4199-A, as shown on the Plat of Cape Coral Unit 60, recorded in Plat Book 19, at Pages 154 through 169 of the Public Records of Lee County, Florida; being more particularly described as follows;

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Subject to Easements, Reservations, and Restrictions of record.

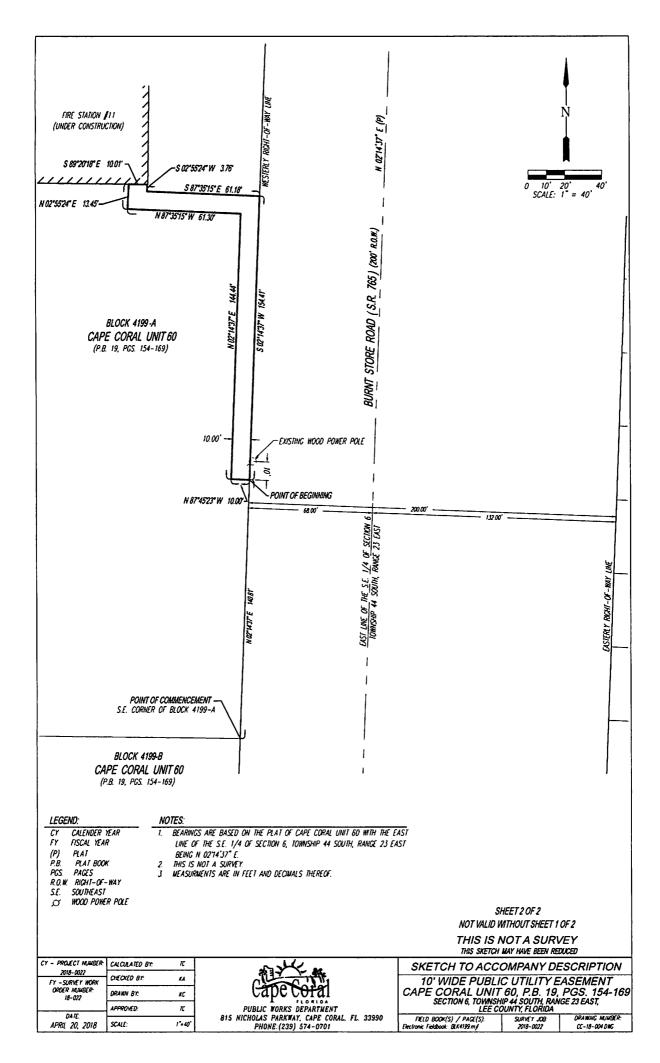
Sheet 1of 2

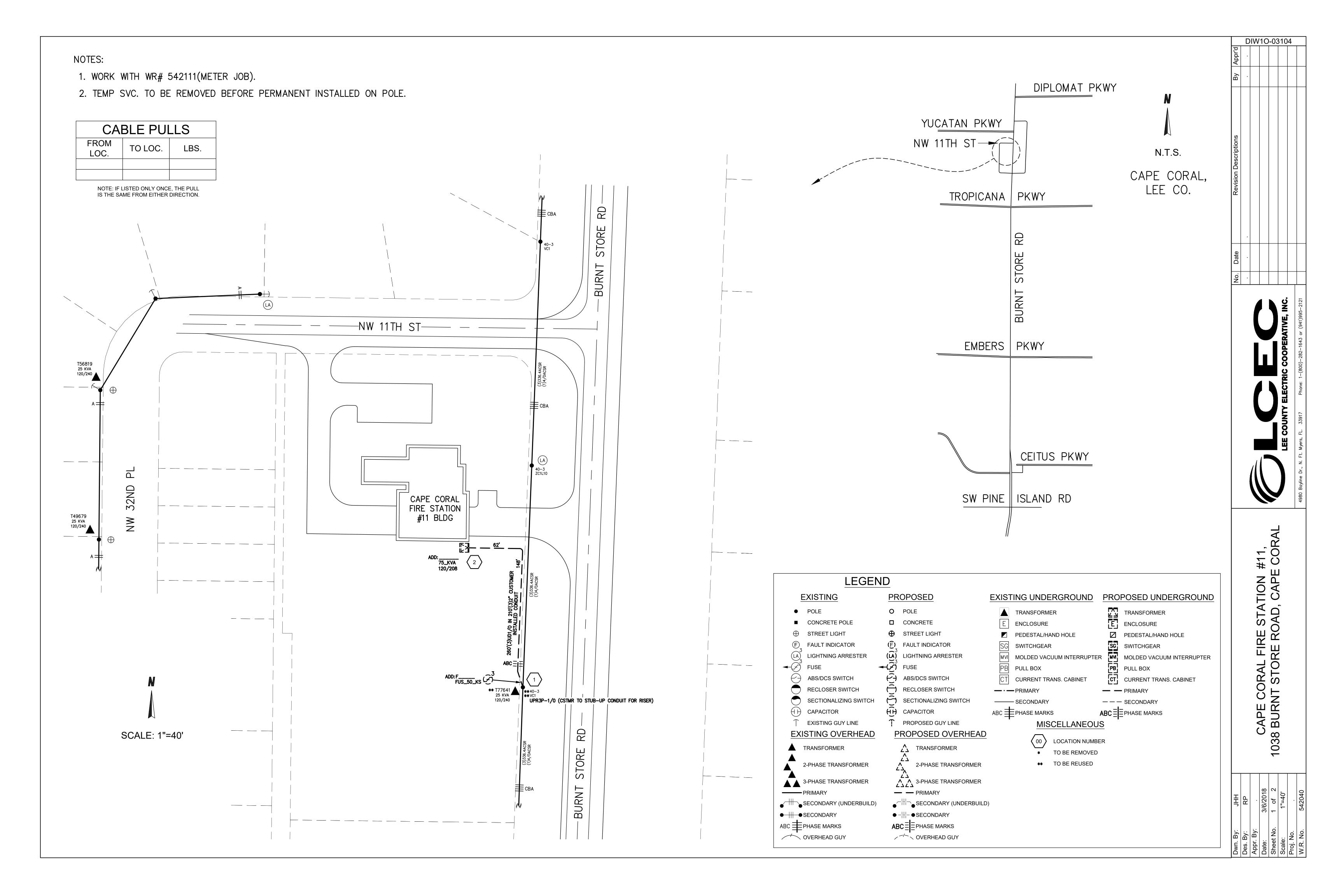
Not Valid without Sheet 2 of 2

Tom Chernesky,

5426, a=City of Cape Coral, ou=Public Works Survey Division, email=TChernes@capecoral.net, c=US
Date: 2018.04.20 11:56:38-04'00'

Digitally signed by Tom Chernesky, L.S. #5426 DN: cn=Tom Chernesky, L.S.





Item

10.A.

Number: Meeting

5/14/2018

Date:

Item Type:

UNFINISHED

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:

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

Maya Robert, Environmental Resources Manager MR

DATE:

May 11, 2018

SUBJECT: Lake Okeechobee Level and Release Information

For the second consecutive week, the Corps released flow from Lake Okeechobee within the recommended range of 800 to 1,000 cfs, averaging 905 cfs.

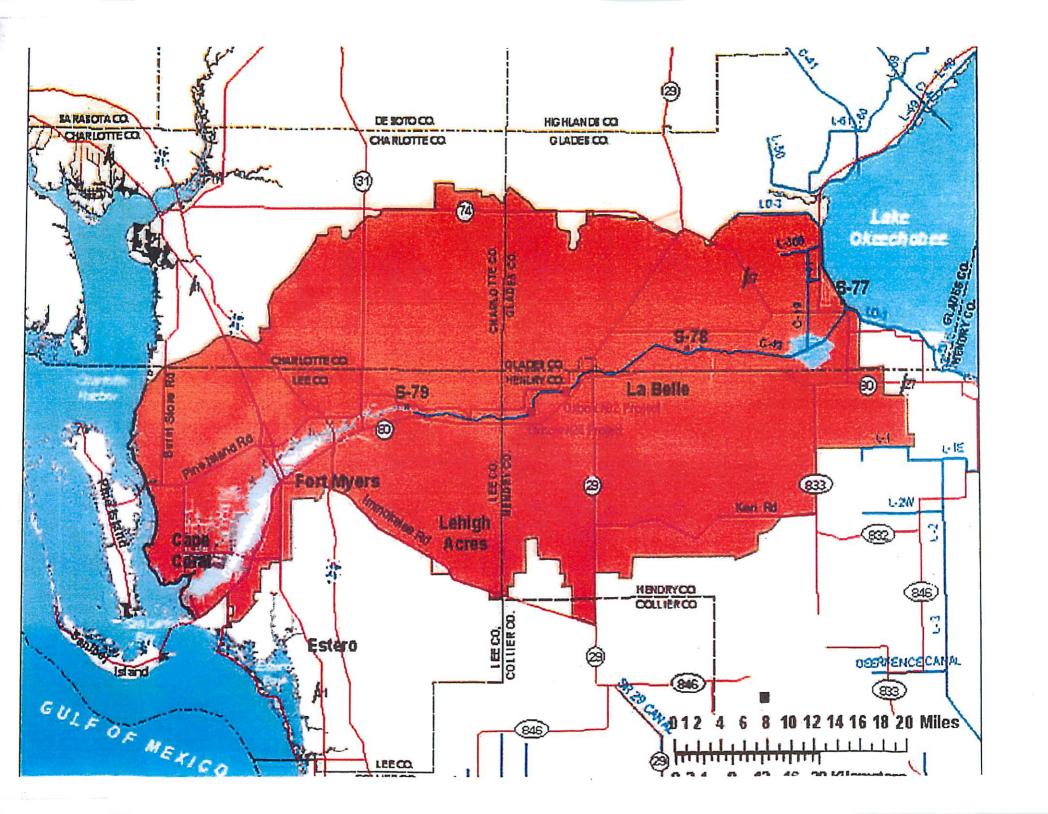
As of Friday, May 11th, 2018, the elevation of the lake was 12.89 feet. Inflows into the lake increased to 408 cfs while total outflows were reduced to 1,755 cfs; with specific discharges at river locks S-77 and S-79 of 234 cfs, and 42 cfs, respectively. Salinities did not vary much compared to last week; 17 PSU in the river near Fort Myers and 30 PSU at Shell Point, downstream.

A Red tide bloom persists in Southwest Florida. Fish kills and respiratory irritations have been reported in Lee County at several locations along the coast.

In the Lee County weekly check, several species of blue-green algae were present upstream of the Franklin Lock.

Attached is a map showing the position of the Caloosahatchee River Locks.

PC/MR: ol (Weekly Lake Okeechobee Level and Release Information) Attachment; Caloosahatchee River Locks map



Item Number: 11.A.

Meeting Date: 5/14/2018

Item Type: NEW BUSINESS

AGENDA REQUEST FORM CITY OF CAPE CORAL



TITLE:

Horizon Council Presentation - Christopher Spiro, Horizon Council Outreach Committee

REQUESTED ACTION:

Informational

STRATEGIC PLAN INFO:

Will this action result in a Budget Amendment?
 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:

LEGAL REVIEW:

EXHIBITS:

Attached PowerPoint presentation

PREPARED BY:

PT Division- Department- Council Offices

SOURCE OF ADDITIONAL INFORMATION:

ATTACHMENTS:

Description Type

Horizon Council Presentation
 Backup Material



HORIZON COUNCIL

overwew Nerwey



2018: GET BACK TO THE





THE BASICS

Reaching out to develop open lines of communication





Our Goal: Reach out to businesses, government entities and other community partners to develop open lines of communication related to economic development and economic development issues throughout the region.



THE VOICE OF BUSINESS IN LEE COUNTY





We are a public-private board established in 1991 to advise Lee County Board of Commissioners on economic development issues.





Together with the Lee County Economic Development Office, we are a powerful voice for the business community in the county.





Our collective voice is delivered directly to county commissioners who rely on our expertise and passion for economic development to help them make smart choices that can have positive impacts throughout the region.





We represent six cities, chambers of commerce, economic development and trade organizations, and community, business and educational organizations.





In the last five years, our efforts have contributed to:





10 companies expanding or relocating to Lee County







ver 100 jobs created local wages





Increasing the average annual wage to\$40.420





Providing \$100IVI (\$) in capital expenditures





Our efforts added to an estimated economic impact of over \$533IVI into our economy





We have some significant projects in the hopper...





- Facilitate the DevelopLee initiative
- Marketing projects and properties
- Strengthen workforce talent and skills availability
- Champion community wellness as a competitive business issue
- Support NFM Pilot Incentive Program, SWFL Government Contracting Symposium & Expo, SWFL Women's' Business Summit and Women in Business Lunch & Learn Series





- Addressing the current Attainable Housing issue here in Lee County via our Business Issues Task Force
- And of course, our Industry Appreciation
 Celebration to be held this year on October
 4th at the Hyatt Coconut Point...while
 Harbourside Convention Center goes
 through its remodeling





Questions?



Item Number: 11.B.

Meeting Date: 5/14/2018

Item Type: NEW BUSINESS

AGENDA REQUEST FORM CITY OF CAPE CORAL



TITLE:

Resolution 115-18 Approve the funding of 23 police vehicles from undesignated reserves for the implementation of the School Resource Officer Program; Authorize the addition of one regular full-time position in the Police Department and Authorize the City Manager or designee to execute the purchase orders for said purchases. Department: Police

REQUESTED ACTION:

Approve or Deny

STRATEGIC PLAN INFO:

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

2. Is this a Strategic Decision?

Yes

If Yes, Priority Goals Supported are listed below.

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

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

PLANNING & ZONING/HEARING EXAMINER/STAFF RECOMMENDATIONS:

SUMMARY EXPLANATION AND BACKGROUND:

- 1. On March 9, 2018 Florida Governor Rick Scott signed SB7026, the Marjory Stoneman Douglas High School Public Safety Act. This legislation is intended to provide law enforcement and the courts tools to enhance public safety by temporarily restricting firearm possession under specific provision, promote school safety and enhance coordination between education and law enforcement entities at the state and local levels. One of the requirements is to provide a "safe-school officer" or school resource officer (SRO) in every school in the state.
- 2. The Lee County Commission decided not to provide funding for SROs for schools located in the incorporated areas of Lee County beginning in the 2018-2019 academic year. Due to this recent decision, the Lee County Sheriff's Office will not be providing SROs at any public school located in the City of Cape Coral for the upcoming school year.
- 3. There are 25 public schools, including charter schools, located within the City of Cape Coral, and the School District desires to partner with the City of Cape Coral to provide some funding towards the City providing SROs in the 19 schools that are Lee County School District schools.
- 4. In order to provide services to the School District of Lee County beginning in August, 2018,

- at the beginning of the 2018-2019 school year, the City of Cape Coral would need to provide an additional 22 officer positions and one sergeant position, and purchase an additional 23 vehicles.
- 5. Staff is requesting funding for 23 police vehicles from undesignated reserves and one additional regular full time position. Staff request for the Capital purchase (vehicles) to be conducted in FY2018 and for the City Manager to receive authorization to execute the purchase orders. The purchase will be conducted pursuant to the Code of Ordinances Section 2-142 (e) and 2-144
- 6. Funding: The purchase of the vehicles in the amount of \$1,196,000 will be reflected in Budget Amendment #2.

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EXHIBITS:

Memo

Resolution 115-18

PREPARED BY:

Kimberly
Bruns

Division- Managerial

Department- City Clerk's
Department

SOURCE OF ADDITIONAL INFORMATION:

David Newlan, Chief of Police

ATTACHMENTS:

	Description	Туре
D	Memo	Backup Material
D	Resolution 115-18	Backup Material



CAPE CORAL POLICE DEPARTMENT

Office of the Chief of Police

TO:

Mayor Coviello and Council Members

FROM:

John Szerlag, City Manager

David Newlan, Chief of Police //

Christopher Phillips, Budget Administrator

DATE:

May 11, 2018

SUBJECT:

Implementation of the School Resource Officer Program

Executive Summary

On March 9, 2018, Florida Governor Rick Scott signed SB 7026, the Marjory Stoneman Douglas High School Public Safety Act. This legislation is intended to provide law enforcement and the courts tools to enhance public safety by temporarily restricting firearm possession under specific provisions, promote school safety, and enhance coordination between education and law enforcement entities at the state and local levels. One of the requirements is to provide a "safe-school officer" or school resource officer (SRO) in every school in the state.

The purpose of this memorandum is to provide you with the background, proposal, and funding to place 22 Cape Coral Police Department SROs in all City of Cape Coral schools beginning in the 2018-2019 academic year, which begins this August. The School District of Lee County will allocate \$50,000 per SRO to assist in off-setting our cost (see attached letter from Dr. Gregory Adkins, Superintendent of the School District of Lee County).

Background

In 2010, the Cape Coral Police Department ceased to provide SROs at schools within the city limits. Since then, the Lee County Sheriff's Office has provided SROs in the schools; primarily in high schools and middle schools. With the recent passing of SB 7026, all schools are now required to have a SRO. The School District of Lee County provides partial funding for SROs utilizing "Safe School Allocation" monies pursuant to s.1006.12, Florida Statute. The approximate amount is \$50,000 per SRO per public school, and the funding for charter schools varies per year based on student enrollment. Please know the charter schools are responsible for their funding share of the SRO positions assigned to their schools.

Mayor Coviello and Council Members – Implementation of the School Resource Officer Program
May 11, 2018
Page 2 of 3

Recently, the Lee County Commission decided not to provide funding for SROs for schools located in the incorporated areas of Lee County beginning in the 2018-2019 academic year. Due to this recent decision, the Lee County Sheriff's Office will not be providing SROs at any public school located in the City of Cape Coral for the upcoming school year.

The City of Cape Coral has 19 public schools and six charter schools within the city limits. Currently, the Cape Coral Police Department has three SROs in Oasis and Christa McAuliffe Charter Schools.

Proposal

The Police Department proposes to provide all 19 public schools and the six charter schools with permanent full-time SROs beginning in the 2018-2019 school year. The Department will utilize 22 current police officers from various specialty units to cover the schools on a temporary basis while maintaining the present level of first responders on the road. In addition, patrol officers will be required to complete paperwork on school properties located within their respective zones to help provide a police presence.

The effect of not having SROs in each school would be taxing on existing patrol officers and our community. Calls typically handled by SROs would fall to patrol, taking these officers off the road and increasing response times for other calls for service in the community.

SROs provide substantial, and many times, immeasurable benefits that go beyond reducing school violence as they integrate into a school system, often building relationships with students while serving as a resource to students, teachers, and administrators to help solve problems. They provide mentorship and education in addition to their law-enforcement role, thereby strengthening ties between the Police Department and the community. SROs also enhance our intelligence gathering used in aiding the investigation of crimes, apprehension of offenders, and crime prevention. Finally, if a violent act was to happen at a school in our city, SROs are fully equipped with industry-leading training and tactics, communications, and weapon systems and would be the first responders on scene.

Funding

We are requesting a budgetary amendment in FY18 to purchase all needed capital equipment (vehicles) for the program in the amount of \$1,196,000. In addition, by using salary savings this fiscal year we will create one new Sergeant FTE position to help the span of control of the SRO program. In FY19, we will incorporate \$1,038,501 for the start-up cost for salaries and operating cost to the City Manager's proposed budget to fund these positions. Beginning in FY20, the annual cost will be approximately \$737,040 (see attached chart for Funding the SRO Program).

Mayor Coviello and Council Members – Implementation of the School Resource Officer Program
May 11, 2018
Page 3 of 3

Revenue to assist in funding the SRO program will be provided by "Safe School Funding" through the School District of Lee County and through the Lee County Charter Schools in the amount of \$950,000 and \$196,778 respectively. These funds will be received by the City of Cape Coral each academic year.

Should you have any further questions, please feel free to contact us.

JS/DN:ml

Attachment: Letter from Dr. Gregory Adkins

Funding for SRO Program

C: Dolores Menendez, City Attorney

Dr. Gregory Adkins, Superintendent of the School District of Lee County



THE SCHOOL DISTRICT OF LEE COUNTY

2855 COLONIAL BLVD. ♦ FORT MYERS, FLORIDA 33966 ♦ WWW.LEESCHOOLS.NET

GREGORY K. ADKINS. ED.D.
SUPERINTENDENT
(239)337-8300 FAX (239)337-8378

CATHLEEN O'DANIEL MORGAN CHAIRMAN, DISTRICT 7 PAMELA H. LARIVIERE VICE CHAIRMAN, DISTRICT 5

> MARY FISCHER DISTRICT 1

MELISA W. GIOVANNELLI DISTRICT 2

> CHRIS N. PATRICCA DISTRICT 3

STEVEN K. TEUBER DISTRICT 4

JANE E. KUCKEL, PHD DISTRICT 6

GREGORY K. ADKINS, ED. D.
SUPERINTENDENT

KEITH B. MARTIN, ESQ. BOARD ATTORNEY

May 9, 2018

Mr. John Szerlag City Manager City of Cape Coral 1015 Cultural Park Blvd. Cape Coral, FL 33990

Dear Mr. Szerlag,

Thank you again for meeting with me, Chief Newlan and District staff to discuss School Resource Officers (SROs) in District schools within the City of Cape Coral. Per our discussion, please accept this letter as the School District of Lee County's commitment to share in the cost of staffing Cape Coral Police Officers as SROs in District schools located in the City of Cape Coral. With this commitment, the School District of Lee County will pay a 50% cost share, up to \$50,000.00 per SRO, for the 2018-19 school year. I have attached the list of District schools located within your city limits for your review and confirmation with Council.

Please do not hesitate to contact me if you have any questions or clarifications otherwise I will look forward to seeing you at the Council meeting on Monday, May 14th.

On behalf of the School Board, District staff and schools we thank you, City Council, Chief Newlan and the Cape Coral Police Department for your partnership in keeping our community and schools safe.

Sincerely,

Gregory K. Adkins, Ed.D.

Superintendent

Cc: Chief Dave Newlan, Cape Coral Police Department

Mr. Greg Blurton, Chief Financial Officer

Mr. Richard Parfitt, Safety and Security Director

School Resource Program

Expenditure	Pe	er Officer	Start-up		Recurring
Personnel (22 SRO)	\$	78,294	\$ 1,722,468	\$	1,722,468
Operating (Officer equipment, Taser, Glock, Radio)		15,214	334,708		46,354
Capital (Vehicle)		52,000	1,144,000		
Subtotal 22SRO	\$	145,508	\$ 3,201,176	\$	1,768,822
Sergeant					
Expenditure	Pei	Sergeant	Start-up		Recurring
Personnel (1 Sergeant)	\$	112,889	\$ 112,889	\$	112,889
Operating (Officer equipment, Taser, Glock, Radio)		15,214	15,214		2,107
Capital (Vehicle)		52,000	 52,000		
Subtotal 1 Sergant	\$	180,103	\$ 180,103	\$	114,996
Funding					*
Lee County School Board (\$50,000 per Officer) County School	\$	50,000	\$ 950,000	\$	950,000
Lee County School Board (\$196,778 Annual) for Charter School		65,593	196,778		196,778
General Fund		210,018	2,234,501		737,040
Total Revenue	\$	325,611	\$ 3,381,279	\$	1,883,818
Total					
22 SRO	\$	145,508	\$ 3,201,176	\$	1,768,822
1 Sergeant		180,103	 180,103		114,996
Total Cost	\$	325,611	\$ 3,381,279	\$	1,883,818
Funding from Lee County School Board for 22 SROs	\$	50,000	\$ 950,000	\$	950,000
Funding Lee County for Charter Schools	\$	65,593	\$ 196,778	_\$	196,778
Impact to General Fund	\$	210,018	\$ 2,234,501	\$	737,040
FY 2018 General Fund			\$ 1,196,000		
FY 2019 General Fund			\$ 1,038,501		
Total General Fund Impact			\$ 2,234,501		

RESOLUTION 115 - 18

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CAPE CORAL, FLORIDA, APPROVING THE FUNDING OF 23 POLICE VEHICLES FROM UNDESIGNATED RESERVES FOR THE ESTABLISHMENT OF A SCHOOL RESOURCE PROGRAM; AUTHORIZING THE CITY MANAGER TO PURCHASE THE VEHICLES; AUTHORIZING THE ADDITION OF ONE REGULAR FULL-TIME POSITION IN THE POLICE DEPARTMENT; PROVIDING AN EFFECTIVE DATE.

WHEREAS, on March 9, 2018, Florida Governor Rick Scott signed SB7026, the Marjory Stoneman Douglas High School Public Safety Act which is intended to provide law enforcement and the courts tools to enhance public safety by temporarily restricting firearm possession under specific provisions, promotion of school safety, and enhancement of coordination between education and law enforcement entities at the state and local levels; and

WHEREAS, the State of Florida amended Section 1006.12, Florida Statutes, mandating one or more safe-school officers or School Resource Officers (SRO) with specific training at each school facility within each school district; and

WHEREAS, there are 25 public schools, including charter schools, located within the City of Cape Coral, and the School District desires to partner with the City of Cape Coral to provide some funding towards the City providing SROs in the 19 schools that are Lee County School District schools as listed in Exhibit A attached hereto; and

WHEREAS, the School District of Lee County has committed to assist in funding the SROs in the district schools by paying a 50% cost share, up to \$50,000 per SRO, for the 2018-2019 school year; and

WHEREAS, in order to provide services to the School District of Lee County beginning in August, 2018 at the beginning of the 2018-2019 school year, the City of Cape Coral would need to provide an additional 22 officer positions and one sergeant position, and purchase an additional 23 vehicles; and

WHEREAS, the City Manager has determined that in order to begin the implementation of providing SROs in schools located within Cape Coral, it is necessary to begin the purchasing process for the 23 vehicles and create an additional sergeant position during the current fiscal year; and

WHEREAS, the City Manager desires to fund the 23 police vehicles from undesignated reserves in the amount of \$1,196,000 which will be reflected in a budget amendment of the FY2018 budget, and purchase the vehicles this budget year pursuant to Sections 2-142(e) and 2-144 of the Code of Ordinances; and

WHEREAS, Section 2-36.4(b) requires City Council to approve the addition of regular full-time positions within a classification, and to increase the number of regular full-time positions per department; and

WHEREAS, the City Manager desires to increase the number of regular full-time positions for an additional sergeant position in FY2018; and

WHEREAS, the addition of 22 police officer positions is proposed to be included in the FY2019 budget, with hiring taking place after the approval of the positions; and

WHEREAS, Section 1006.12, F.S. states that the establishment of a school resource officer program be established through a cooperative agreement between the school board and the law enforcement agency; and

WHEREAS, the City Manager anticipates receiving a formal agreement from the school board to be presented to Council for approval after the City receives the agreement.

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

SECTION 1. The City Council desires to implement a program to provide school resource officers in Cape Coral public schools, but realizes that the program must be established through an agreement

between the School District of Lee County and the City of Cape Coral. An agreement will be prepared and presented to Council for adoption at a later date.

SECTION 2. The City Council hereby approves the funding of 23 police vehicles from undesignated reserves in the amount of \$1,196,000 in FY2018, and authorizes the City Manager to to execute all purchase orders and any other procurement documents necessary to effectuate the purchase of the vehicles.

SECTION 3. The City Council hereby approves, pursuant to Section 2-36.4(b) of the Code of Ordinances, the addition of one regular full-time position classified as "Police Sergeant" in the Police Department.

SECTION 4. Effective Date. This Resolution shall take effect immediately upon its adoption by the Cape Coral City Council.

	HE CITY COUNCIL OF THE ON THIS DAY OF _		
		JOE COVIELLO, N	MAYOR
VOTE OF MAYO	R AND COUNCILMEMBERS	i:	
COVIELLO GUNTER CARIOSCIA STOUT		NELSON STOKES WILLIAMS COSDEN	
ATTESTED TO A 2018.	ND FILED IN MY OFFICE	THIS DAY C	DF,
		REBECCA VAN D	DEUTEKOM

APPROVED AS TO FORM:

BRIAN R. BARTOS

ASSISTANT CITY ATTORNEY

res/SRO Cars-Position

5/11/18

EXHIBIT A

School District of Lee County K-12 Schools Located within the City of Cape Coral

SCHOOL	Address	
Caloosa Elementary	610 S Del Prado Blvd	
Caloosa Middle	620 S Del Prado Blvd	
Cape Elementary	4519 Vincennes Blvd	
Cape Coral High School	2300 Santa Barbara Blvd	
Challenger Middle	624 Trafalgar Pkwy	
Diplomat Elementary	1039/1115 NE 16th Ter	
Diplomat Middle	1039/1115 Ne 16th Ter	
Gulf Elementary	3400 SW 17th Pl	
Gulf Middle	1809 SW 36th Ter	
Hector Cafferata Elementary	250 Santa Barbara Blvd N	
Ida S. Baker High School	3500 Agualinda Blvd	
Island Coast High School	2125 De Navarra Pkwy	
Mariner High School	701 Chiquita Blvd N	
Mariner Middle	425 Chiquita Blvd N	
Patriot Elementary	624 Trafalgar Pkwy	
Pelican Elementary	3525 SW 3rd Ave	
Skyline Elementary	620 SW 19th St	
Trafalgar Elementary	1850 SW 20th Ave	
Trafalgar Middle	2120 Trafalgar Pkwy	

RESOLUTION 115 - 18

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CAPE CORAL, FLORIDA, APPROVING THE FUNDING OF 23 POLICE VEHICLES FROM UNDESIGNATED RESERVES FOR THE ESTABLISHMENT OF A SCHOOL RESOURCE PROGRAM; AUTHORIZING THE CITY MANAGER TO PURCHASE THE VEHICLES; AUTHORIZING THE ADDITION OF ONE REGULAR FULL-TIME POSITION IN THE POLICE DEPARTMENT; PROVIDING AN EFFECTIVE DATE.

WHEREAS, on March 9, 2018, Florida Governor Rick Scott signed SB7026, the Marjory Stoneman Douglas High School Public Safety Act which is intended to provide law enforcement and the courts tools to enhance public safety by temporarily restricting firearm possession under specific provisions, promotion of school safety, and enhancement of coordination between education and law enforcement entities at the state and local levels; and

WHEREAS, the State of Florida amended Section 1006.12, Florida Statutes, mandating one or more safe-school officers or School Resource Officers (SRO) with specific training at each school facility within each school district; and

WHEREAS, there are 25 public schools, including charter schools, located within the City of Cape Coral, and the School District desires to partner with the City of Cape Coral to provide some funding towards the City providing SROs in the 19 schools that are Lee County School District schools as listed in Exhibit A attached hereto; and

WHEREAS, the School District of Lee County has committed to assist in funding the SROs in the district schools by paying a 50% cost share, up to \$50,000 per SRO, for the 2018-2019 school year; and

WHEREAS, in order to provide services to the School District of Lee County beginning in August, 2018 at the beginning of the 2018-2019 school year, the City of Cape Coral would need to provide an additional 22 officer positions and one sergeant position, and purchase an additional 23 vehicles; and

WHEREAS, the City Manager has determined that in order to begin the implementation of providing SROs in schools located within Cape Coral, it is necessary to begin the purchasing process for the 23 vehicles and create an additional sergeant position during the current fiscal year; and

WHEREAS, the City Manager desires to fund the 23 police vehicles from undesignated reserves in the amount of \$1,196,000 which will be reflected in a budget amendment of the FY2018 budget, and purchase the vehicles this budget year pursuant to Sections 2-142(e) and 2-144 of the Code of Ordinances; and

WHEREAS, Section 2-36.4(b) requires City Council to approve the addition of regular full-time positions within a classification, and to increase the number of regular full-time positions per department; and

WHEREAS, the City Manager desires to increase the number of regular full-time positions for an additional sergeant position in FY2018; and

WHEREAS, the addition of 22 police officer positions is proposed to be included in the FY2019 budget, with hiring taking place after the approval of the positions; and

WHEREAS, Section 1006.12, F.S. states that the establishment of a school resource officer program be established through a cooperative agreement between the school board and the law enforcement agency; and

WHEREAS, the City Manager anticipates receiving a formal agreement from the school board to be presented to Council for approval after the City receives the agreement.

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

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between the School District of Lee County and the City of Cape Coral. An agreement will be prepared and presented to Council for adoption at a later date.

SECTION 2. The City Council hereby approves the funding of 23 police vehicles from undesignated reserves in the amount of \$1,196,000 in FY2018, and authorizes the City Manager to to execute all purchase orders and any other procurement documents necessary to effectuate the purchase of the vehicles.

SECTION 3. The City Council hereby approves, pursuant to Section 2-36.4(b) of the Code of Ordinances, the addition of one regular full-time position classified as "Police Sergeant" in the Police Department.

SECTION 4. Effective Date. This Resolution shall take effect immediately upon its adoption by the Cape Coral City Council.

		THE CITY OF CAPE CORAL AT ITS REGUI OF, 2018.
		JOE COVIELLO, MAYOR
VOTE OF MAYO	OR AND COUNCILMEM	BERS:
COVIELLO GUNTER CARIOSCIA STOUT		NELSON STOKES WILLIAMS COSDEN
ATTESTED TO 2018.	AND FILED IN MY OFF	TICE THIS DAY OF
		REBECCA VAN DEUTEKOM CITY CLERK

APPROVED AS TO FORM:

BRIAN R. BARTOS

ASSISTANT CITY ATTORNEY

res/SRO Cars-Position 5/11/18

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