Mayor

Joe Coviello **Council Members** <u>District 1</u>: John Gunter <u>District 2</u>: John M. Carioscia Sr. <u>District 3</u>: Marilyn Stout <u>District 4</u>: Jennifer I. Nelson <u>District 5</u>: Dave Stokes <u>District 6</u>: Richard Williams <u>District 7</u>: Jessica Cosden



City Manager John Szerlag City Attorney Dolores Menendez City Auditor Andrea R. Butola City Clerk Rebecca van Deutekom

1015 Cultural Park Blvd. Cape Coral, FL

AGENDA FOR THE REGULAR MEETING OF THE CAPE CORAL CITY COUNCIL

September 24, 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. COUNCILMEMBER STOUT

3. PLEDGE OF ALLEGIANCE

A. JONATHAN LAWRENCE - GULF ELEMENTARY 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. CONSENTAGENDA
 - (1) Resolution 198-18 Approve purchases for the renovation of the Art Studio such as Contract #CON-PR18-129/KS with Acousti Engineering Company of Florida, for the purchase and installation of acoustical ceiling grid in the amount of \$21,150 and Contract #CON-PR18-130/KS with Boss Flooring LLC d/b/a Floor Mart for the purchase and installation of flooring in the amount of \$23,414; and any other related purchase following the City of Cape Coral Code of Ordinances Article VII: Purchase and Sale of Real and Personal Property Division 1 Section 2-144 and authorize the City Manager to execute the contracts, purchase orders and any other related documents. The project is a combination of external vendors and in-house labor with the purchase of materials following the Procurement Ordinances. The total project cost is estimated at around \$300,000. The monies for this project is available via a Cultural Facilities Grant approved on September 20, 2016 via Resolution 173-16; Department: Parks and Recreation; Estimated Dollar Value \$300,000; (Capital Fund)
 - (2) Resolution 199-18 Approve entering into a new agreement with Axon Enterprise, Inc., (formerly Taser International) for the purchase of body-worn cameras (BWC) and taser conducted electrical weapons (CEW), which consolidate all current agreements into one agreement for a period of five (5) years starting on FY2019 which includes current equipment (180 BWC's and CEW's) and the additional request of 23 new BWC's and CEW's for an annual amount of \$248,720 with the following years at an annual amount of \$229,086, based on annual appropriations, for a five-year total of \$1,165,064. The consolidation of the agreements will yield savings. The original agreements were approved, the first one via a Waiver on November 17, 2014 (from January 2015 to January 2020 for a five year total \$287.976 - for 60 BWC's and CEW's) and the second one via Resolution 43-16 on April 11, 2016 (April 2016) to April 2021 (for a five year total of \$710,485 - for 120 BWC's and CEW's), both agreements were for a five (5) year period. The current agreements will be cancelled if this consolidated agreement is approved; And authorize the City Manager or Designee to execute the purchase orders and any related documents. Department: Police Dollar Value: \$1,165,064 (FY19-\$248,719.54, FY20-FY23 \$229,086 each year) (General Fund & Federal Forfeiture Funds)
 - (3) Resolution 210-18 Approve the Single Source with Selectron for the addition of new notification capabilities for "Fire Hydrant

maintenance" and "Scheduled Line Shutdown" notifications to the City's existing Automated Customer Notification System at a one time cost of \$18,000 in addition to FY-2018 renewals for Voice Permit and Voice Utility of \$48,020 for a total FY-2018 expenditure of \$66,020 and approve recurring annual renewals and future additions to Selectron for software enhancements, upgrades, and maintenance, not to exceed budgetary limits and authorize the City Manager, or designee, to execute the purchase orders, agreements and renewals. This is a "Best Value" purchase, under Single Source, as utilizing a different vendor and not the existing vendor would cause the City to incur additional expense over the ones stated; Department: Utilities; Estimated Annual Dollar Value \$66,020; (Water and Sewer Fund)

- (4) Resolution 212-18 A resolution requesting authorization to extend payment up to \$5,000 in reimbursable relocation expenses as allowed in section 2-37.3 of the City of Cape Coral Code of Ordinances to the selected candidates for the positions of Park Superintendent in the Parks and Recreation Department, Building Official in the Community Development Department, and the Economic Development Manager in the City Manager's Office; Funding for the Parks and Recreation Department; Dollar Value: maximum of \$5,000; (General Fund); Funding for the Community Development Department; Dollar Value: maximum of \$5,000; (Enterprise Funds); Funding for the City Manager's Office; Dollar Value: maximum of \$5,000; (General Fund)
- (5) Resolution 214-18 Lifeline Family Center Potable Water Main Extension. Reimbursement for remainder of the off-site potable water improvements so they may switch from reuse to potable water for fire protection; Department: Utilities; Dollar Value: \$54,550; (Water & Sewer Fund)
- (6) Resolution 215-18 Approval of Crown Castle's request for consent to modify Sprint PCS equipment at the communication tower located at Nicholas Annex (former City Hall site) located at 815 Nicholas Parkway East and authorization for the City Manager to execute said consent letter; Department: Financial Services / Real Estate; Dollar Value: N/A; (Fund: N/A)
- (7) Waiver of Conflict of Interest for the Law Firm of Henderson Franklin/Habitat for Humanity; Department: City Attorney; Dollar Value: N/A (Fund: N/A)
- (8) Approve Release of Claims arising out of the case of Kimberly Ann Green, as the Personal Representative of the Estate of Jessica Ann Green, deceased v. City of Cape Coral, Case No. 18-CA-1969
- C. CITIZENS INPUT TIME

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

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

- D. PERSONNEL ACTIONS
 - (1) NONE
- E. PETITIONS TO COUNCIL
 - (1) NONE
- F. APPOINTMENTS TO BOARDS / COMMITTEES / COMMISSIONS
 - (1) Budget Review Committee 4 vacancies (3 Members and 1 Alternate)

9. ORDINANCES/RESOLUTIONS

- A. Public Hearings
 - (1) Ordinance 62-18 Public Hearing

WHAT THE ORDINANCE ACCOMPLISHES: An ordinance declaring Lots 7-8, Block 4406, Unit 63, Cape Coral Subdivision, as unusable municipal surplus real property not projected to be used for municipal purposes; authorizing the City Manager to exchange said municipal surplus property for real property described as Lots 53-54, Block 4406, Unit 63, Cape Coral Subdivision; said property is required for future Fire Station #12; authorizing the conveyance of the surplus real property described herein pursuant to Section 2-155 of the Code of Ordinances; authorizing and directing the Mayor and Clerk to execute a deed conveying the aforementioned surplus real property. (Applicant: Brought forward by City of Cape Coral.)

(2) Ordinance 67-18 Public Hearing

WHAT THE ORDINANCE ACCOMPLISHES: The ordinance grants to Lee County Electric Cooperative, Inc. (LCEC), its successors and assigns, an electric franchise; imposes provisions and conditions relating to the franchise; and provides for quarterly payments to the City. (Applicant: Brought forward by Mayor Coviello)

- B. Introductions
 - (1) Ordinance 44-18 Set Public Hearing Date for October 15, 2018

WHAT THE ORDINANCE ACCOMPLISHES: An ordinance amending the City of Cape Coral Code of Ordinances, Chapter 2, Administration, Article III, Personnel Rules and Regulations, Division 12, "Classifications," to amend the requirements for Council approval regarding the addition of regular full-time positions within a classification and to amend the requirements for Council approval based on the new pay grade for a reclassification. (Applicant: Brought forward by City Management)

10. UNFINISHED BUSINESS

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

11. NEW BUSINESS

A. NONE

12. REPORTS OF THE MAYOR AND COUNCIL MEMBERS

13. REPORTS OF THE CITY ATTORNEY AND CITY MANAGER

14. TIME AND PLACE OF FUTURE MEETINGS

- A. A Regular Meeting of the Cape Coral City Council is Scheduled for Monday, October 1, 2018 at 4:30 p.m. in Council Chambers
- B. REVISED A Committee of the Whole Meeting is Scheduled for Wednesday, October 10, 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.
- 2. The order of presentation will begin with the City staff report, the presentation by the applicant and/or the applicant's representative; witnesses called by the applicant, and then members of the public.
- 3. Members of the City Council may question any witness on relevant issues, by the applicant and/or the applicant's representative, City staff, or by any member of the public.
- 4. The Mayor may impose reasonable limitations on the offer of testimony or evidence and refuse to hear testimony or evidence that is not relevant to the issue being heard. The Mayor may also impose reasonable limitations on the number of witnesses heard when such witnesses become repetitive or are introducing duplicate testimony or evidence. The Mayor may also call witnesses and introduce evidence on behalf of the City Council if it is felt that such witnesses and/or evidence are necessary for a thorough consideration of the subject.
- 5. After the introduction of all-relevant testimony and evidence, the applicant shall have the opportunity to present a closing statement.
- 6. If a person decides to appeal any decision made by the City Council with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

Item Number: B.(1) Meeting Date: 9/24/2018 Item Type: CONSENT AGENDA

AGENDA REQUEST FORM CITY OF CAPE CORAL



TITLE:

Resolution 198-18 Approve purchases for the renovation of the Art Studio such as Contract #CON-PR18-129/KS with Acousti Engineering Company of Florida, for the purchase and installation of acoustical ceiling grid in the amount of \$21,150 and Contract #CON-PR18-130/KS with Boss Flooring LLC d/b/a Floor Mart for the purchase and installation of flooring in the amount of \$23,414; and any other related purchase following the City of Cape Coral Code of Ordinances Article VII: Purchase and Sale of Real and Personal Property Division 1 Section 2-144 and authorize the City Manager to execute the contracts, purchase orders and any other related documents. The project is a combination of external vendors and in-house labor with the purchase of materials following the Procurement Ordinances. The total project cost is estimated at around \$300,000. The monies for this project is available via a Cultural Facilities Grant approved on September 20, 2016 via Resolution 173-16; Department: Parks and Recreation; Estimated Dollar Value \$300,000; (Capital Fund)

REQUESTED ACTION:

Approve or Deny

STRATEGIC PLAN INFO:

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

No 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:

- The Parks and Recreation Department was awarded a Cultural Facilities Grant (CSFA 45.014) from the State of Florida, Department of State and the final award approved via 173-16 for the Art Studio Renovation in the amount of \$100,000 with matching funds in the amount of \$200,000.
- 2. For efficiencies and to complete the project as economical as possible, Public Work staff is supplying the labor for some of the work needed and obtained quotes for the materials, under the formal competitive threshold, such as for ceiling replacement, lighting, electrical, flooring. There are a couple of the task such as installation of the acoustical ceiling grid and the installation of the flooring that quotes were obtained from vendors.
- 3. If approved, Contract #CON-PR18-129/KS will be executed to Acousti Engineering

Company of Florida as the lowest responsive responsible quoter meeting specifications for the purchase and installation of acoustical ceiling grid in the amount of \$21,150.

- 4. If approved, Contract #CON-PR18-130/KS will be executed to Boss Floors for the purchase and installation of flooring.
- For material exceeding the formal competitive dollar threshold (\$50,000) such as the doors and windows, staff will follow the City of Cape Coral Code of Ordinances Article VII: Purchase and Sale of Real and Personal Property Division 1 Section 2-144 and award accordingly.
- 6. The contracts presented total \$44,564.36 with the remaining of the funding approved set aside toward labor and the remaining material purchases required to complete the renovation.
- 7. This is a budgeted item.
- 8. Funding Source: 3110611.662301 Art Studio Renovation/Building Improvement

LEGAL REVIEW:

Legal reviewed the contracts

EXHIBITS:

Department Memo Resolution 198-18

PREPARED BY:

Wanda Roop Division- Procurement Department- Finance

SOURCE OF ADDITIONAL INFORMATION:

Kerry Runyon, Parks & Recreation Director

ATTACHMENTS:

Description

- Department Memo
- Resolution 198-18

Type Backup Material 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 Mark, Ridenour, Facilities Management, Public Works MP

Julie Gerhard, Arts Studio Supervisor

DATE: September 6, 2018

SUBJECT: Arts Studio Renovation Grant

Background

The State of Florida, Department of State, Division of Cultural Affairs awarded a Cultural Facilities Grant (CSFA 45.014 to the City of Cape Coral for the Arts Studio Renovation in the amount of \$100,000.00. This grant was matched 2-1 by the City of Cape Coral making the full grant award \$300,000.00. (Resolution 95-16 and Resolution 173-16).

The Arts Studio Grant Renovations include:

- Hurricane rated windows and doors
- New Gallery walls
- New flooring
- New ceiling
- New LED lighting

Timing

All tasks associated with this project will be performed by 06/01/2019 in accordance with the grant agreement between the City of Cape Coral and the State of Florida, Department of State.

Recommendation

City of Cape Coral's Facilities Department is acting as General Contractor and will be conducting a lot of the work. This will save money that can be put toward the Arts Studio Renovation. The Facilities Department will be paid for labor by the grant. The Facilities Department has received three quotes for all services and materials under the bid threshold. All items over \$50,000.00 will be issued as a formal bid. This request is to authorize the City Manager or designee to execute all contracts, contract amendments and purchase orders.

Funding

3110611.662301

JG

A RESOLUTION OF THE CITY OF CAPE CORAL CITY COUNCIL APPROVING CONTRACT #CON-PR18-129/KS BETWEEN THE CITY OF CAPE CORAL AND ACOUSTI ENGINEERING COMPANY OF FLORIDA FOR THE PURCHASE AND INSTALLATION OF ACOUSTICAL CEILING GRID FOR THE ART STUDIO RENOVATION; APPROVING CONTRACT #CON-PR18-130/KS BETWEEN THE CITY OF CAPE CORAL AND BOSS FLOORS LLC D/B/A FLOOR MART FOR THE PURCHASE AND INSTALLATION OF FLOORING FOR THE ART STUDIO RENOVATION; APPROVING ALL OTHER RELATED PURCHASES NECESSARY TO COMPLETE THE ART STUDIO RENOVATION 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 CONTRACTS, PURCHASE ORDERS, AND ANY OTHER RELATED DOCUMENTS REQUIRED TO COMPLETE THE ART STUDIO RENOVATION PROJECT; PROVIDING AN EFFECTIVE DATE.

WHEREAS, on September 12, 2016, City Council adopted Resolution 173-16, accepting grant funds in the amount of \$100,000 from the Florida Department of State, Division of Cultural Affairs, and approving \$200,000 in matching funds for renovations to the Cape Coral Art Studio located in Rubicond Park; and

WHEREAS, in the interest of efficiency and economy, Public Works staff is supplying labor for some of the renovations, the cost of which will be covered by grant funding, and has obtained quotes for some materials under the formal competitive threshold; and

WHEREAS, staff requested quotes for the purchase and installation of acoustical ceiling grid and selected Acousti Engineering Company of Florida as the lowest responsive responsible quoter in the amount of \$21,120; and

WHEREAS, staff requested quotes for the purchase and installation of flooring and selected Boss Floors LLC d/b/a Floor Mart as the lowest responsive responsible quoter in the amount of \$23,414; and

WHEREAS, for materials such as doors and windows exceeding the formal competitive dollar threshold of \$50,000, staff will comply with all applicable procurement procedures identified in Section 2-144 of the City Code of Ordinances and award accordingly; 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 Art Studio renovation; and

WHEREAS, the City Council desires to approve Contract #CON-PR18-129/KS between the City of Cape Coral and Acousti Engineering Company of Florida, attached hereto as Exhibit 1; desires to approve Contract #CON-PR18-130/KS between the City of Cape Coral and Boss Flooring LLC d/b/a Floor Mart, attached hereto as Exhibit 2; 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 Art Studio renovation.

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

Section 1. The City Council hereby approves Contract #CON-PR18-129/KS between the City of Cape Coral and Acousti Engineering Company of Florida in the amount of \$21,150, attached hereto as Exhibit 1.

Section 2. The City Council hereby approves Contract #CON-PR18-130/KS between the City of Cape Coral and Boss Floors LLC d/b/a Floor Mart in the amount of \$23,414, attached hereto as Exhibit 2.

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

Section 4. Effective Date. This resolution shall take effect immediately upon its adoption by the Cape Coral City Council.

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

JOE COVIELLO, MAYOR

VOTE OF MAYOR AND COUNCILMEMBERS:

COVIELLO GUNTER	 NELSON STOKES	
CARIOSCIA STOUT	 WILLIAMS COSDEN	

ATTESTED TO AND FILED IN MY OFFICE THIS _____ DAY OF _____ 2018.

REBECCA VAN DEUTEKOM CITY CLERK

APPROVED AS TO FORM:

evend DOLORES D. MENENDEZ

CITY ATTORNEY res/Contracts&Procurement-Art Studio Renovation

THIS CONTRACT is made this ______ day of ______,2018 by and between the CITY OF CAPE CORAL, FLORIDA, hereinafter called "CITY", and ACOUSTI ENGINEERING CO OF FLORIDA, located at 4656 S.W. 34th Street, Orlando, FL 32811, hereinafter called "CONTRACTOR".

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

- 1. The CONTRACTOR will install Celling Tile at the Art Studio located at 4533 Coronado Parkway, Cape Coral, FL 33904 in accordance with the Contract Documents.
- 2. The CONTRACTOR will provide all 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 <u>10</u> calendar days after the receipt of the written Notice to Proceed or Purchase Order and will complete the same in <u>60</u> calendar days from and including the date of commencement 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. The requested extension must be approved in writing by an authorized City representative. This contract may not be renewed.
- The CONTRACTOR agrees to perform all WORK described in the CONTRACT DOCUMENTS for the following amount <u>\$21,150.00</u> as listed on the CONTRACTOR'S Quote, more specifically "EXHIBIT A" hereto and made part hereof.
- 5. 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.
- 6. The Term "Contract Documents" shall include this Contract, Addenda and the Contractor's Quote except when it conflicts with any other contractual provision, the Notice to Proceed, Certificates and the Request for Quote 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. <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.
- 8. <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.

Page 1 of 5

Exhibit 1

- 9. <u>Administration of Contract:</u> The Parks and Recreation Director, or representative, shall administer this Contract for the CITY.
- 10. <u>Governing Law:</u> 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.
- 11. <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.
- 12. <u>Payments:</u> 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.
- 13. <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.

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.

14. <u>Indemnity:</u> 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.

- 15. <u>Damage Liability:</u> The awarded CONTRACTOR shall be responsible for all claims filed for damage to private property, windows, screen enclosures, real estate signs, etc. Additionally, the CONTRACTOR shall be responsible for damage to all public property or utility property, fire hydrants, catch basins, guy wires telephone pedestals, etc. Copies of all damage claims shall be submitted to the Risk Manager and copy the Procurement Division.
- 16. <u>Liquidated Damages:</u> Liquidated damages of <u>\$100.00</u> per calendar day will be assessed against contractor's final invoice for each day beyond the completion date that work is not completed unless waived by the City.
- 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. <u>Record Keeping</u>: The awarded bidder shall maintain auditable records concerning the procurement adequate to account for all receipts and expenditures, and to document compliance with the specifications. These records shall be kept in accordance with generally accepted accounting principles, and the City of Cape Coral reserves the right to determine the record-keeping method in the event of non-conformity. If a Public Construction Bond is required records shall be maintained for ten (10) years, after final payment has been made and shall be readily available to City personnel with reasonable notice, and to other persons in accordance with the Florida Public Disclosure Statutes.

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

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

- 19. <u>Public Records:</u> 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. <u>Workers' 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 \$1,000,000.00 each accident.
 - b. <u>Comprehensive General Liability:</u> 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, XCU Coverage, and a Contractual Liability Endorsement.

- c. <u>Business Auto Policy:</u> Shall have minimum limits of \$1,000,000.00 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.
- d. CONTRACTOR shall require its subcontractors to provide for such benefits and carry and maintain the foregoing types of insurance at no expense to CITY.
- e. CITY shall be named as an "Additional Insured" under the CONTRACTOR'S General Liability Insurance Policy with respect to the services performed by the CONTRACTOR.
- f. Prior to commencing any Work under this Agreement, CONTRACTOR shall submit to CITY a certificate or certificates of insurance evidencing that such benefits have been provided, and that such insurance is being carried and maintained. Such certificates shall stipulate that the insurance will not be cancelled or materially changed without thirty (30) days prior written notice by certified mail to CITY, and shall also specify the date such benefits and insurance expire. CONTRACTOR agrees that such benefits shall be provided and such insurance carried and maintained until the Work has been completed and accepted by CITY.

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

21. <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.

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

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

WITNESS CITY:

CITY:

Signature:_____

Typed Name: Rebecca van Deutekom

Title: City Clerk

Signature:_____

Typed Name: <u>A. John Szerlag</u>

City of Cape Coral, Florida

Title: City Manager

Date:

CITY LEGAL RÉVIEW: Dolores Menendez **City Attorney**

WITNÈSS CONTRACTOR:

Signature: Subjectile Dullyne
Typed Name: Gabriella Dell' Aquila
Title: Office Assistant

CONTRACTOR:
Acousti Engineering Company of Florida
Signature:
Typed Name: George A Estes
Vice President
Date: 9/11/18

Page 5 of 5

EXHIBIT A

Acousti Engineering Company of Florida .GGC020791

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www.acousti.com

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Cope Coral.	Art Studio
(930) 313 83	20

Рь. (239) 313-0250

Fast

To:

Attention: Joseph

This is a proposal to furnish all labor as herin described for the above named project.

ACOUSTICAL Building 1

1) Supply and install CMC Standard 15/16" White Acoustical Ceiling Grid 2) Supply and install Certainteed HHF-157 2x2 Flat tile

10346-665

Feb 335-142-070

AC 704-426-7167 Res 704-426-7167 AC 014-781-6610 Tes 014-781-6610 Tes 014-791-6610 AO 219-322-1610 Par 229-311-3746

C7(14/26

H-T&L-9355 01001-711-9610

......\$6,005.00 ACOUSTICAL BID INSTALLED

ACOUSTICAL Building 2 1) Supply and install CMC Standard 15/16" White Acoustical Ceiling Grid 2) Supply and install Certainteed HHF-157 2x2 Flat tile

QUALIFICATIONS:

1) Work is to be performed during normal business hours (7:00am - 3:30 pm)

2) Demo will be performed by the owner.

3) Acousti is not responsible for any HVAC or electrical work.

4) Building 2 Escalation added to cover any opcoming price increases.

Parcheter's scorpisace of the intent of this propersi whether by this form or otherwise, incorporate all conditions of this propersi shown our this and the reverse it is a black to purchasis's acceptains by an authorized efficer or agent. Within twenty (20) days from t

IF YOUR CONTRACT FORM IS NOT REQUIRED, KINDLY SIGN AND DATE THIS PROPOSAL ON THE REVERSE SIDE TO SIGNIFY ACCEPTANCE THANK YOU. STATE SALES TAX NOT INCLUDED ON MATERIAL SALES ISUB MAN & for company and incorpany A

Acousti Engineering Company of Florida John Texter

Respectfully Submitted,

Email: lohntooter@acousti.com

Project Manager Cestu (200) 029-5657

A

THIS CONTRACT is made this ______ day of ______,2018 by and between the CITY OF CAPE CORAL, FLORIDA, hereinafter called "CITY", and Boss Floors LLC doing business as Floor Mart, located at 307 N.E. 2nd Place, Cape Coral, FL 33909, hereinafter called "CONTRACTOR".

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

- 1. The CONTRACTOR will install Ceiling Tile at the Art Studio located at 4533 Coronado Parkway, Cape Coral, FL 33904 in accordance with the Contract Documents.
- 2. The CONTRACTOR will provide all 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 <u>10</u> calendar days after the receipt of the written Notice to Proceed or Purchase Order issuance and will complete the same in <u>60</u> calendar days from and including the date of commencement 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. The requested extension must be approved in writing by an authorized City representative. This contract may not be renewed.
- The CONTRACTOR agrees to perform all WORK described in the CONTRACT DOCUMENTS for the following amount <u>\$23,414.36</u> as listed on the CONTRACTOR'S Quote, more specifically "EXHIBIT A" hereto and made part hereof.
- 5. 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.
- The Term "Contract Documents" shall include this Contract, Addenda and the Contractor's Quote except when it conflicts with any other contractual provision, the Notice to Proceed, Certificates and the Request for Quote 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.

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.

7.

8. <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.

Exhibit 2

- 9. <u>Administration of Contract:</u> The Parks and Recreation Director, or representative, shall administer this Contract for the CITY.
- 10. <u>Governing Law:</u> 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.
- 11. <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.
- 12. <u>Payments:</u> 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.
- 13. <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.

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.

14. <u>Indemnity:</u> 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.

- 15. <u>Damage Liability:</u> The awarded CONTRACTOR shall be responsible for all claims filed for damage to private property, windows, screen enclosures, real estate signs, etc. Additionally, the CONTRACTOR shall be responsible for damage to all public property or utility property, fire hydrants, catch basins, guy wires telephone pedestals, etc. Copies of all damage claims shall be submitted to the Risk Manager and copy the Procurement Division.
- 16. <u>Liquidated Damages:</u> Liquidated damages of <u>\$100.00</u> per calendar day will be assessed against contractor's final invoice for each day beyond the completion date that work is not completed unless waived by the City.
- 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. <u>Record Keeping:</u> The awarded bidder shall maintain auditable records concerning the procurement adequate to account for all receipts and expenditures, and to document compliance with the specifications. These records shall be kept in accordance with generally accepted accounting principles, and the City of Cape Coral reserves the right to determine the record-keeping method in the event of non-conformity. If a Public Construction Bond is required records shall be maintained for ten (10) years, after final payment has been made and shall be readily available to City personnel with reasonable notice, and to other persons in accordance with the Florida Public Disclosure Statutes.

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

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

- 19. <u>Public Records:</u> 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. <u>Workers' 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 \$1,000,000.00 each accident.
 - b. <u>Comprehensive General Liability:</u> 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

d.

f.

Products and/or Completed Operations, Broad Form Property Damage, XCU Coverage, and a Contractual Liability Endorsement.

- c. <u>Business Auto Policy:</u> Shall have minimum limits of \$1,000,000.00 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.
 - CONTRACTOR shall require its subcontractors to provide for such benefits and carry and maintain the foregoing types of insurance at no expense to CITY.
- e. CITY shall be named as an "Additional Insured" under the CONTRACTOR'S General Liability Insurance Policy with respect to the services performed by the CONTRACTOR.
 - Prior to commencing any Work under this Agreement, CONTRACTOR shall submit to CITY a certificate or certificates of insurance evidencing that such benefits have been provided, and that such insurance is being carried and maintained. Such certificates shall stipulate that the insurance will not be cancelled or materially changed without thirty (30) days prior written notice by certified mail to CITY, and shall also specify the date such benefits and insurance expire. CONTRACTOR agrees that such benefits shall be provided and such insurance carried and maintained until the Work has been completed and accepted by CITY.
- g. Such benefits and such coverage as are required herein, or in any other document to be considered a part hereof, shall not be deemed to limit CONTRACTOR's liability under the Agreement.
- 21. <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.
- 22. <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 which shall be deemed an original on the date last signed as below written:

WITNESS CITY:

CITY:

Signature	91 <u></u>		<u>, 18 1</u>
Typed Na	ame: Rebec	ca van Deute	kom
Title:	City Cl	erk	

City of Cape Coral, Florida

Signature:

Typed Name: A. John Szerlag

Title:____ City Manager

Date:

REVIEW: CITY LEGAL ADolores Menendez Date

City Attorney

WITNESS CONTRACTOR:

Signature:

Title:

Typed Name:

CONTRACTOR:

	rt
Signature: Mules Tupus	, u .
Typed Name: CHARLES LUKA	5
Title: SIALES	
Date: 9-11-18	

Page 5 of 5

Boss Floors LLC / Floor Mart 307 NE 2nd PL Cape Coral, FL 33909 239-573-4401

EXHIBIT A

Proposal #: FL028434 Sale Date: 06/29/2018 Install Date: Sales Rep: Lukas, C Sales Rep:

SOLD TO	· •	SHIPPED TO		Print	ed 09/04/18 10:57:0
City of Cape Coral, Bldg. # 2 Julie Office 4533 Coronado Pkwy. Cape Coral Fl 33904		City of Cape Coral 4533 Coronado Pkwy		#2 Julie Of	fice
239-242-3800 239-313-0250		Cape Coral	FI	3390	4
		······································		جــــد مي خانب. جـــــد محمد	
MATERIALS			QUANTITY	PRICE	TOTAL
(1) Harbor Plank Comments: Julie''s Office, Hall	Beachwood		346.72SqFt	\$3.10	\$1,074.83
(2) Harbor Plank Reducer	Beachwood		2.00Each	\$40.00	\$80.00
		•	Materials S	Subtotal:	\$1,154.83
LABOR	· · · · · · · · · · · · · · · · · · ·		QUANTITY	PRICE	TOTAL

(1) Luxury Vinyl Plank/Tile --Walden Flooring LLC,

Labor SubTotal:

\$1.75

\$606.76 \$606.76

346.72 SqFt

Total \$23414,36

Comments: City to Put on New Baseboards !

Subtotal:		\$1,761.59
Misc:	19 · · · ·	\$0.00
Total:		\$1,761.59
Payments:		\$0.00
Balance:		\$1,761.59

Boss Floors LLC / Floor Mart 307 NE 2nd PL Cape Coral, FL 33909 239-573-4401

Proposal #: FL028326 Sale Date: 06/29/2018 Install Date: Sales Rep: Lukas, C Sales Rep:

Labor SubTotal:

\$2,895.90

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SOLD TO	· · · · · · · · · · · · · · · · · · ·		SHIPPED TO		Prints	d 09/04/18 10:53:14
City of Cape Coral 4533 Coronado Pkwy. Julie	Art Gallery	÷	City of Cape Coral 4533 Coronado Pkwy	*	Gallery	× ×
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MATERIALS				QUANTITY	PRICE	TOTAL
(1) Harbor Plank (2) Harbor Plank Reducer		Beachwood Beachwood		1654.80SqFt 4.00Each	\$3.10 \$40.00	\$5,129.88 \$160.00
	•			Materials	Subtotal:	\$5,289.88
	14 A. A.		· · · · · · · · · · · · · · · · · · ·	·	N	
LABOR			· •	QUANTITY	PRICE	TOTAL
(1) Luxury Vinyl Plank/Tile	-Walden Flooring LLC,			1654.80 SqFt	\$1.75	\$2,895.90

(1) Luxury Vinyl Plank/Tile -- Walden Flooring LLC,

Comments: City to put up New Baseboards !

Subtotal: Misc: Total: \$8,185.78 \$0.00 \$8,185.78 Payments: \$0.00 Balance: \$8,185.78 Boss Floors LLC / Floor Mart 307 NE 2nd PL Cape Coral, FL 33909 239-573-4401

Proposal #: FL028327 Sale Date: 06/29/2018 Install Date: Sales Rep: Lukas, C Sales Rep:

SOLD TO	SHIPPED TO		Print	ed 09/04/18 10:57:53
City of Cape Coral Bldg. #2	City of Cape Coral	Bldg.	#2	
4533 Coronado Pkwy. Julie	4533 Coronado Pkwy.			-
Cape Coral FI 33904 239-574-0802 239-313-0250	Cape Coral	FI	3390	4
		1		
MATERIALS	QUA	NTITY	PRICE	TOTAL
(1) Harbor Plank Beachwood (2) Harbor Plank Reducer Beachwood		.72SqFt 00Each	\$3.10 \$40.00	\$8,403.23 \$320.00
	M	aterials S	subtotal:	\$8,723.23
LABOR	QUA	NTITY	PRICE	TOTAL
(1) Luxury Vinyl Plank/TileWalden Flooring LLC,	2710.	72 SqFt	\$1.75	\$4,743.76
		Labor S	ubTotai:	\$4,743.76
Attni k	LIM		•	

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 Subtotal:
 \$13,466.99

 Misc:
 \$0.00

 Total:
 \$13,466.99

 Payments:
 \$0.00

 Balance:
 \$13,466.99

19. 17.

Comments: City to Put on New Baseboards.

Item Number: B.(2) Meeting Date: 9/24/2018 Item Type: CONSENT AGENDA

AGENDA REQUEST FORM CITY OF CAPE CORAL



TITLE:

Resolution 199-18 Approve entering into a new agreement with Axon Enterprise, Inc., (formerly Taser International) for the purchase of body-worn cameras (BWC) and taser conducted electrical weapons (CEW), which consolidate all current agreements into one agreement for a period of five (5) years starting on FY2019 which includes current equipment (180 BWC's and CEW's) and the additional request of 23 new BWC's and CEW's for an annual amount of \$248,720 with the following years at an annual amount of \$229,086, based on annual appropriations, for a five-year total of \$1,165,064. The consolidation of the agreements will yield savings. The original agreements were approved, the first one via a Waiver on November 17, 2014 (from January 2015 to January 2020 for a five year total \$287,976 – for 60 BWC's and CEW's) and the second one via Resolution 43-16 on April 11, 2016 (April 2016 to April 2021(for a five year total of \$710,485 – for 120 BWC's and CEW's), both agreements were for a five (5) year period. The current agreements will be cancelled if this consolidated agreement is approved; And authorize the City Manager or Designee to execute the purchase orders and any related documents. Department: Police Dollar Value: \$1,165,064 (FY19-\$248,719.54, FY20-FY23 \$229,086 each year) (General Fund & Federal Forfeiture Funds)

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. On November 17, 2014, City Council approved the Police Department request for the purchase and funding of 60 body-worn cameras (BWC) and 60 tasers conducted electrical weapon (CEW) from Taser International (now Axon Enterprise).
- 2. On April 11, 2016, City Council approved Resolution 43-16 for the Police Department request for the purchase of an additional 120 cameras, 120 tasers, Officer Safety Plans, Evidence.com Pro License, dock upgrades, unlimited storage, and extended warranties from Taser International (now Axon Enterprise).

- 3. The Police Department is requesting to consolidate all agreements and add equipment for the School Resource Officer positions. All current contracts will be cancelled once this contract is approved.
- 4. The Police Department currently has 180 BWC's and 180 CEW's. The annual cost for current contracts are \$201,600.00. The new contract costs for the same items will be \$196,070.40; a savings of \$5,529.60.
- 5. The new contract will also include 23 new BWC's and CEW's for the addition of the School Resource Officer positions which were Council approved on May 15, 2018 under Resolution 115-18.
- 6. By entering into a new agreement with Axon, the City will receive new hardware with the latest technology, will be issued replacements at months 30 and 60, and lock in discounted pricing for an additional five years.
- 7. 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, as Axon Enterprise, Inc. is the sole distributor of all TASER brand products.
- 8. Funding information: 121101.652122 (Police Support Admin); 121202.652123 (Patrol Bureau); 121205.652116/652122 (Community Services Bureau); 224010.652122 (Police Confiscation Federal)

LEGAL REVIEW:

Legal has reviewed the agreement

EXHIBITS:

Department Memo Resolution 199-18 Agenda - November 17, 2014 Resolution 43-16 April 11, 2016

PREPARED BY:

Wanda Division- Procurement Department- Finance

SOURCE OF ADDITIONAL INFORMATION:

David Newlan, Chief of Police

ATTACHMENTS:

Description

 Department Memo
 Resolution 199-18
 Agenda and minutes New Business – November 17, 2014
 Resolution 43-16 April 11, 2016

Туре



TO: John Szerlag, City Manager

FROM: David Newlan, Chief of Police Victoria Bateman, Financial Services Director Wanda Roop, Procurement Manager

DATE: July 24, 2018

SUBJECT: Purchase Approval: Axon Officer Safety Plan Agreement

Executive Summary

Currently, the City of Cape Coral Police Department deploys 180 Body-Worn Cameras and related equipment through two separate five-year agreements with Axon Enterprise. In addition, there are three separate agreements with Axon for 39 Taser weapon replacements. This memo is a request to combine all existing agreements, add 23 new users from back-filling the School Resource Officer Program, and extend the agreement an additional five years. By entering into a new agreement with Axon, the Department will receive new hardware with the latest technologies at the beginning of the agreement period and will be issued replacements at months 30 and 60. This will also lock-in discounted pricing for an additional five years; pricing that is due to increase.

Background

In December 2014, the Cape Coral Police Department began its Body-Worn Camera (BWC) Program by entering into a five-year agreement with Taser International deploying the initial 60 BWCs to the Patrol Bureau. The program expanded in 2015 and 2016 and the Department entered into a second five-year agreement with Taser (now d.b.a. as Axon Enterprise) to initiate 120 Officer Safety Plans. Under this plan, a Taser Conducted Electrical Weapon (CEW) was included with each camera, along with Evidence.com Pro License, unlimited storage plan, and other related equipment.

Currently, the Department has deployed a total of 180 BWCs, 180 CEWs, and related equipment through five agreements with Axon. With 23 School Resource Officers being deployed in the City's school systems beginning in the 2018-2019 academic school year, additional BWCs and CEWs will be required to outfit the new officers hired to back-fill these positions.

The Benefits of Body-Worn Cameras

The Department has been tracking the effectiveness of BWCs since deploying the first 60 cameras in 2015. The success of this technology can be demonstrated by assessing the number of inquiries/complaints and the number of use of force incidents.

An in-depth comparison revealed that in the years 2013-2014 before officers began wearing BWCs, there was an average of 48 inquiries investigated. Just three years later, following BWC deployment that number dropped to 27, a decrease of over 43 percent. This number of inquiries has not been this low in the last decade.

During 2013-2014 there was an average of 81 use of force incidents. Three years later, the number dropped to 69, a decrease of over 14 percent.

It is believed that the Body-Worn Camera Program has attributed to the decrease in the number of inquiries/complaints and use of force incidents. In addition, BWCs have become a valuable tool when used to review actual video footage and applying it during officer training to correct or identify better techniques to be used for officer safety.

Recommendation

The Department is requesting to enter into a new five-year agreement with Axon commencing October 2018 to combine all of our existing agreements and to extend those that are due to expire. The new agreement will also include Officer Safety Plans for the 23 additional School Resource Officers, which will give the Department a total of 203 BWCs, CEWs, and related equipment.

In the new agreement, Axon will grant a discount of \$176,733.08 (applied to Year 1 of the OSP License) to refund paid, but undelivered services. The discount is based on a ship date range of 09/02/18 - 09/15/19, resulting in a 10/01/18 license date for the new agreement.

The cost for the new five-year agreement is outlined as follows:

Total Officer Safety Plan Package Cost:	\$1,165,063.54
Year 5 (due October 2022):	<u>\$229,086.00</u>
 Year 4 (due October 2021): 	\$229,086.00
 Year 3 (due October 2020): 	\$229,086.00
 Year 2 (due October 2019): 	\$229,086.00
 Year 1 (due October 2018): 	\$248,719.54

John Szerlag, City Manager - Purchase Approval: Axon Officer Safety Plan July 24, 2018 Page 3 of 3

Fund Availablity

Funding for the new 5-year agreement with Axon Enterprise is in the FY2019 requested operating budget under 121205.652116, 121205.652122, 121101.652122, 121202.652123, and 224010.652122.

In FY2020 - FY2021 a budget amendment will be requested to fund the recurring costs of the program for the additional 23 School Resource Officers in the amount of \$33,012 per year, with the balance paid through Federal Forfeiture Funds estimated to be \$27,000 and \$23,000 respectively.

This purchase will be a sole source as Axon Enterprise is the sole manufacturer of Axon brand products and the sole developer of EVIDENCE.com data management services. EVIDENCE.com allows our agency to manage and share digital evidence through the delivery, capturing, and evaluation of information.

DN:mbl Attachment: Axon Quote: Q-170936-43304.652LE

RESOLUTION 199 – 18

A RESOLUTION OF THE CITY OF CAPE CORAL APPROVING AN AGREEMENT WITH AXON ENTERPRISE, INC., AS THE SOLE SOURCE PROVIDER FOR THE POLICE DEPARTMENT'S BODY-WORN CAMERA PROGRAM; CANCELLING ALL CURRENT AGREEMENTS BETWEEN TASER INTERNATIONAL (NOW KNOWN AS AXON ENTERPRISE, INC.) AND THE CITY OF CAPE CORAL FOR THE CAPE CORAL POLICE DEPARTMENT; PROVIDING FOR THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE DOCUMENTS RELATED TO THE SOLE SOURCE PURCHASE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, on November 17, 2014, City Council approved the purchase and funding of 60 Body-Worn Cameras from Taser International (now knows as Axon Enterprise, Inc.) by the Police Department; and

WHEREAS, on April 11, 2016, City Council adopted Resolution 43-16, approving Taser International (now knows as Axon Enterprise, Inc.) as the sole source provider for the purchase of an additional 120 Body Worn Camera Packages, and approving a Master Services and Purchasing Agreement between Taser International (now known as Axon Enterprise, Inc.) and the City of Cape Coral for the Cape Coral Police Department for a five-year period; and

WHEREAS, the Police Department desires to enter into a new Agreement between Axon Enterprise, Inc., and the City of Cape Coral for the Cape Coral Police Department to continue its Body-Worn Camera Program, consolidating and extending the terms of the current agreements, providing for the purchase of additional Officer Safety Plans for the 23 School Resource Officer positions approved by Council on May 15, 2018, and cancelling the current agreements upon approval of the Agreement attached hereto as Exhibit A; and

WHEREAS, entering into the new Agreement will allow the City to receive new hardware with the latest technology, to be issued replacements at Months 30 and 60 of the Agreement, and to lock in discounted pricing for an additional five years; 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 required services are only available from one source, Axon Enterprise, Inc., as the sole distributor of all TASER Brand products; and

WHEREAS, the City Manager recommends approval of Axon Enterprise, Inc., as the sole source provider for the Police Department's Body-Worn Camera Program, and approval of the Agreement between Axon Enterprise, Inc., and the City of Cape Coral for the Cape Coral Police Department attached hereto as Exhibit A, for an estimated amount of \$1,165,063.54 over a fiveyear period.

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

Section 1. The City Council hereby approves the services of Axon Enterprise, Inc., as the sole source provider for the Police Department's Body-Worn Camera Program, for an estimated amount of \$1,165,063.54 over a five-year period, and authorizes the City Manager or his designee to execute the Agreement attached hereto as Exhibit A and all purchase orders and any other documents related to the sole source purchase.

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

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

JOE COVIELLO, MAYOR

VOTE OF MAYOR AND COUNCILMEMBERS:

COVIELLO	 NELSON	
GUNTER	 STOKES	
CARIOSCIA	 WILLIAMS	
STOUT	 COSDEN	

ATTESTED TO AND FILED IN MY OFFICE THIS _____ DAY OF _____ 2018.

> REBECCA VAN DEUTEKOM, CITY CLERK

.

APPROVED AS TO FORM:

res/Agreement Consolidation - Axon Enterprise

Menind lour DOLORES D. MENENDEZ CITY ATTORNEY

Q-170936-43304.652LE

Issued: 07/23/2018

Quote Expiration: 08/17/2018

Account Number: 106584

Start Date: 10/01/2018 Payment Terms: Net 30 Delivery Method: Fedex - Ground

SALES REPRESENTATIVE

Laura Egan Phone: Email: legan@axon.com Fax:

PRIMARY CONTACT

David Newlan Phone: (239) 574-0699 Email: dnewlan@capecoral.net

Year 1- Existing Users

Cape Coral Police Dept. - FL 1100 Cultural Park Blvd.

Cape Coral, FL 33990

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans	& Packages				
80075	OSP BWC & CEW BUNDLE: YEAR 1 PAYMENT	180	1,188.00	1,089.28	196,070.40
85110	EVIDENCE.COM INCLUDED STORAGE	7,200	0.00	0.00	0.00
Hardware				·	
74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	180	499.00	0.00	0.00
74020	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK	180	0.00	0.00	0.00
11553	SYNC CABLE, USB A TO 2.5MM	180	0.00	0.00	0.00
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	30	42.00	0.00	0.00
74008	AXON DOCK, 6 BAY + CORE, AXON BODY 2	30	1,495.00	0.00	0.00
22002	BLACK X2 CEW, HANDLE	180	0.00	0.00	0.00
22014	WARRANTY, 4 YEAR, X2	180	0.00	0.00	0.00
22013	KIT, DATAPORT DOWNLOAD, USB, X2/X26P	5	188.00	0.00	0.00
22012	TPPM, TACTICAL BATTERY PACK, PINKY EXTENDER, X2/X26P	180	0.00	0.00	0.00
22151	25 FT SMART CARTRIDGE, X2	360	36.00	0.00	0.00
11507	MOLLE MOUNT, SINGLE, AXON RAPIDLOCK	180	0.00	0.00	0.00
				Subtotal	196,070.40
				Estimated Shipping	0.00
				Estimated Tax	0.00
				Total	196,070.40





SHIP TO

US

David Newlan

Axon Enterprise, Inc. 17800 N 85th St. Scottsdale, Arizona 85255 United States Phone: (800) 978-2737

BILL TO

US

Cape Coral Police Dept. - FL

1100 Cultural Park Blvd

Cape Coral, FL 33990

Year 1- New Users

ltem	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)	
Axon Plans & Packages						
80075	OSP BWC & CEW BUNDLE: YEAR 1 PAYMENT	23	1,188.00	1,135.18	26,109.14	
85110	EVIDENCE.COM INCLUDED STORAGE	920	0.00	0.00	0.00	
85079	TASER ASSURANCE PLAN DOCK ANNUAL PAYMENT	2	36.00	36.00	72.00	
80022	PRO EVIDENCE.COM LICENSE: YEAR 1 PAYMENT	12	468.00	468.00	5,616.00	
85110	EVIDENCE.COM INCLUDED STORAGE	360	0.00	0.00	0.00	
Hardware						
74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	23	499.00	499.00	11,477.00	
11553	SYNC CABLE, USB A TO 2.5MM	23	0.00	0.00	0.00	
74009	AXON DOCK, SINGLE BAY + CORE, AXON BODY 2	2	375.00	375.00	750.00	
74009	AXON DOCK, SINGLE BAY + CORE, AXON BODY 2	23	375.00	375.00	8,625.00	
22002	BLACK X2 CEW, HANDLE	23	0.00	0.00	0.00	
22014	WARRANTY, 4 YEAR, X2	23	0.00	0.00	0.00	
22012	TPPM, TACTICAL BATTERY PACK, PINKY EXTENDER, X2/X26P	23	0.00	0.00	0.00	
74020	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK	23	0.00	0.00	0.00	
11507	MOLLE MOUNT, SINGLE, AXON RAPIDLOCK	23	0.00	0.00	0.00	
22151	25 FT SMART CARTRIDGE, X2	46	36.00	0.00	0.00	
				Subtotal	52,649.14	
				Estimated Tax	0.00	
				Total	52,649.14	

Year 2- Existing Users

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans	& Packages				
80076	OSP BWC & CEW BUNDLE: YEAR 2 PAYMENT	180	1,188.00	1,089.30	196,074.00
85110	EVIDENCE.COM INCLUDED STORAGE	7,200	0.00	0.00	0.00
				Subtotal	196,074.00
				Estimated Tax	0.00
				Total	196,074.00

Year 2- New Users

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans &	& Packages				
85079	TASER ASSURANCE PLAN DOCK ANNUAL PAYMENT	2	36.00	36.00	72.00
80076	OSP BWC & CEW BUNDLE: YEAR 2 PAYMENT	23	1,188.00	1,188.00	27,324.00
85110	EVIDENCE.COM INCLUDED STORAGE	920	0.00	0.00	0.00
80023	PRO EVIDENCE.COM LICENSE: YEAR 2 PAYMENT	12	468.00	468.00	5,616.00
85110	EVIDENCE.COM INCLUDED STORAGE	360	0.00	0.00	0.00
				Subtotal	33,012.00
				Estimated Tax	0.00
				Total	33,012.00

Year 3- Existing Users

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans	& Packages				
80077	OSP BWC & CEW BUNDLE: YEAR 3 PAYMENT	180	1,188.00	1,089.30	196,074.00
85110	EVIDENCE.COM INCLUDED STORAGE	7,200	0.00	0.00	0.00
				Subtotal	0.00 196,074.00
				Estimated Tax	0.00
				Total	196,074.00

Year 3- New Users

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans	& Packages				
85079	TASER ASSURANCE PLAN DOCK ANNUAL PAYMENT	2	36.00	36.00	72.00
80077	OSP BWC & CEW BUNDLE: YEAR 3 PAYMENT	23	1,188.00	1,188.00	27,324.00
85110	EVIDENCE.COM INCLUDED STORAGE	920	0.00	0.00	0.00
80024	PRO EVIDENCE.COM LICENSE: YEAR 3 PAYMENT	12	468.00	468.00	5,616.00
85110	EVIDENCE.COM INCLUDED STORAGE	360	0.00	0.00	0.00
				Subtotal	33,012.00
				Estimated Tax	0.00
				Total	33,012.00
Year 4- Existing Users

ltem	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans	& Packages				
80078	OSP BWC & CEW BUNDLE: YEAR 4 PAYMENT	180	1,188.00	1,089.30	196,074.00
85110	EVIDENCE.COM INCLUDED STORAGE	7,200	0.00	0.00	0.00
				Subtotal	196,074.00
				Estimated Tax	0.00
				Total	196,074.00

Year 4- New Users

ltem	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans	& Packages				
85079	TASER ASSURANCE PLAN DOCK ANNUAL PAYMENT	2	36.00	36.00	72.00
80078	OSP BWC & CEW BUNDLE: YEAR 4 PAYMENT	23	1,188.00	1,188.00	27,324.00
85110	EVIDENCE.COM INCLUDED STORAGE	920	0.00	0.00	0.00
80025	PRO EVIDENCE.COM LICENSE: YEAR 4 PAYMENT	12	468.00	468.00	5,616.00
85110	EVIDENCE.COM INCLUDED STORAGE	360	0.00	0.00	0.00
				Subtotal	33,012.00
				Estimated Tax	0.00
				Total	33,012.00

Year 5- Existing Users

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans	& Packages				
80079	OSP BWC & CEW BUNDLE: YEAR 5 PAYMENT	180	1,188.00	1,089.30	196,074.00
85110	EVIDENCE.COM INCLUDED STORAGE	7,200	0.00	0.00	0.00
			Subtotal	196,074.00	
				Estimated Tax	0.00
				Total	196,074.00

Year 5- New Users

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans	& Packages				
85079	TASER ASSURANCE PLAN DOCK ANNUAL PAYMENT	2	36.00	36.00	72.00
80079	OSP BWC & CEW BUNDLE: YEAR 5 PAYMENT	23	1,188.00	1,188.00	27,324.00
85110	EVIDENCE.COM INCLUDED STORAGE	920	0.00	0.00	0.00

Year 5- New Users (Continued)

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans	& Packages (Continued)				
80026	PRO EVIDENCE.COM LICENSE: YEAR 5 PAYMENT	12	468.00	468.00	5,616.00
85110	EVIDENCE.COM INCLUDED STORAGE	360	0.00	0.00	0.00
				Subtotal	33,012.00
				Estimated Tax	0.00
				Total	33,012.00

Grand Total 1,165,063.54



Discounts (USD)

Quote Expiration: 08/17/2018

Total	1,165,063.54
Discounts	241,534.46
List Amount	1,406,598.00

*Total excludes applicable taxes and shipping

Summary of Payments

Payment	Amount (USD)
Year 1- Existing Users	196,070.40
Year 1- New Users	52,649.14
Year 2- Existing Users	196,074.00
Year 2- New Users	33,012.00
Year 3- Existing Users	196,074.00
Year 3- New Users	33,012.00
Year 4- Existing Users	196,074.00
Year 4- New Users	33,012.00
Year 5- Existing Users	196,074.00
Year 5- New Users	33,012.00
Grand Total	1,165,063.54

Notes

The parties agree that Axon is granting a discount of \$176,733.08 (applied to Year # 1 OSP licenses) to refund paid, but undelivered services. This discount is based on a ship date range of 9/2/2018-9/15/2019, resulting in a 10/1/2018 license date. Any change in this ship date and resulting license start date will result in modification of this discount value which may result in additional fees due to or from Axon.

For clarity \$26,809.20 of the discounted amount is a credit for 61 CEW TAP replacements that were last invoiced on SI1489176 and SI1516304. These CEW TAP obligations will now be considered 100% delivered upon the execution and shipment under this quote.

This quote will cancel contracts associated with quotes: Q-14691, Q-23686, Q-25969, Q-43325, Q-82081 and start a new 5 year agreement with Axon. For clarity, any agreement or quote executed between the parties prior to this quote for Axon Evidence.com Body Worn offerings (such as Body Worn Camera TAP, Evidence.com licenses, etc.) and any CEW ongoing obligations such as TAP or extended warranty obligations are terminated even if the specific quote number is not listed in this set of quote notes.

All Axon BWC hardware on this quote will be eligible for 2 TAP replacements at months 30 and 60 of this quote.

Officer Safety Plan Includes:

-Evidence.com Pro License

-Upgrades to your purchased AXON cameras and Docks at years 2.5 and 5 under TAP

-Extended warranties on AXON cameras and Docks for the duration of the Plan

-Unlimited Storage for your AXON devices and data from the Evidence Mobile App

-One TASER CEW of your choice with a 4 year extended warranty (5 years total of warranty coverage)

-One CEW holster and battery pack of your choice

-40 GB of included storage for other digital media

-Additional terms apply. Please refer to the Evidence.com Master Service Agreement for a full list of terms and conditions for the Officer Safety Plan.

Axon's Sales Terms and Conditions

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <u>www.axon.com/legal/sales-terms-and-conditions</u>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature:	Date:	
Name (Print): PO# (Or write N/A):	Title:	-
Thank you fo	Please sign and email to Laura Egan at legan@axon.com or fax to or being a valued Axon customer. For your convenience on your next order, please check out our online store <u>buy.axon.com</u> Quote: Q-170936-43304.652LE	2
	'Protect Life'© and TASER® are registered trademarks of Axon Enterprise, Inc, registered in the U.S. © 2013 Axon Enterprise, Inc. All rights reserved. Approved. By: City Attorney's Office Date:	и: . К
	Q-170936-43304.652LE 7	ect Life.

			Item # 1
MEETING DATE	AGENDA	REQUEST FORM	
Consent Agenda Item x		pe Coral, Florida	AGENDA ITEM NO.
Admin Discussion Item q		pe cerai, rionad	DPO
Personnel Action x			INTRO
Consent Non-			PH
Other New Business			PH
TILE:			
Approval of contract for purchase Police; Dollar Value: \$287,976.	and funding of body-w	orn cameras for the Police	Department. Department:
REQUESTED ACTION:			
Approve			
STRATEGIC PLAN INFO: 1. Will this action result in a Bud	dget Amendment? a	Yes x No	
2. Is this a Strategic Decision? \mathbf{x}	Yes q No		
If Yes, supports: Priority Name: If No, will it harm the intent or suc		n? q Yes q No	
3. g City Vision: 4. g City Mission:			
g Increased Efficiency g I	ncreased Quality of Servic	es g Positive Return o	n Investment (ROI)
UMMARY EXPLANATION AND BAC	KGROUND:		
 reinforce public trust by in encounters, improving the accountability. 3. CCPD would initially purch party secure cloud data st remaining four (4) years of 4. Funding source is through of Justice guidelines. 	ncreasing agency transp e prosecution of crimin hase sixty (60) Taser Ax torage. First year costs of the five (5) year contr	would be \$88,728, and \$49 ract. Total costs would be \$	entation of police-citizen officer performance and cameras with applicable third- 9,812 per year thereafter for the
EGAL COMMENTS:			
Requires Legal Review			
Reviewed by:		Date	
XHIBITS: (LIST) 1. Quote from Taser Interna	tional Inc		
2. Taser Professional Service			
	•		
3. Taser Evidence.com Mast	-	morac	
4. Taser Sales Terms and Co	nuitions - Axon Body Ca	SOURCE OF ADDITIO	
REPARED BY:		SUURCE OF ADDITIO	NAL INFORMATION:
Bornie Demuth	<u>11/7/14</u> Date	Bart Connelly, Chief of	of Police
UBMITTED BY:			
City Managar	Date	Department Director	Date
City Manager COUNCIL ACTION:	Date	Department Director	Date
JOUNDIE AUTION.			
		_	
City Clerk	Date		

City Clerk Revised: 1/15/2010

VOLUME: LXX PAGE: 204 NOVEMBER 17, 2014

Planner II Boyko stated he would do a full presentation at the public hearing.

<u>Councilmember Burch</u> questioned if there was water in the canal where it was to be vacated. <u>Councilmember Erbrick</u> stated the property was at the southeast corner of Veterans and Surfside and there was approximately 100' that needed to be vacated.

UNFINISHED BUSINESS

None.

NEW BUSINESS

Approval of contract for purchase and funding of body-worn cameras for the Police Department - Bart Connelly, Police Chief

Police Chief Connelly explained the reason for the request. He explained how the cameras would be worn by officers to supplement the cameras in vehicles. The funds for the program would be from criminals and not the City. He discussed the use of technology by officers including dash cameras and mobile apps. He provided a detailed description of the equipment and showed pictures. Officers had been using the model for several months. The benefits of the body cameras would be the unedited version of what occurred and the transparency it created. He provided a brief video depicting the benefits of the cameras. He stated these would protect the City including Officers, reinforce public trust, increase agency transparency, and improve criminal prosecutions. He reviewed the cons of the body-worn cameras including privacy and public records requests. The request was for an initial purchase of 60 cameras with a cost of \$88,728 the first year and \$49,812 the remaining years. The contract would be for 5 years. He requested the funds be obtained through asset sharing funds.

Mayor Sawicki requested clarification of the asset sharing funds. Police Chief Connelly stated the money was currently available in the funds.

<u>Councilmember Leon</u> questioned if the cameras would be on all of the time. Chief Connelly stated officers would have to turn the camera on manually; however, if the cameras were turned off, then they would need to state why they were turning it off, and it would need to be in the report.

Councilmember Leon moved, seconded by Councilmember Burch to approve the contract for body-worn cameras for the Police Department utilizing the Federal Asset Sharing Funds and allowing the City Manager to execute the contract.

<u>Councilmember Nesta</u> questioned the glasses being tinted and the issues if officers were in an altercation. Police Chief Connelly stated it would not be any more of a hindrance than other glasses.

<u>Councilmember Donnell</u> questioned the roll out of the program. Police Chief Connelly stated they would look at a timeline once they had the program implemented.

<u>Councilmember Donnell</u> questioned the use of the asset sharing funds. Finance Director Bateman stated the funds could only be used for specific purposes to further catch criminals and not for instances such as purchasing vehicles.

Councilmember Burch stated he supported the motion.

Councilmember Carioscia stated he was in favor of the cameras.

Council polled as follows: Williams, Burch, Carioscla, Donnell, Erbrick, Leon, Nesta, and Sawicki voted "aye." Eight "ayes." Motion carried 8-0.

Community Redevelopment Agency Recommendations to Council

Approval of the CRA Commission's recommendation to appoint Councilmember Erbrick

Item Number:	B.(2)
Meeting Date:	4/11/2016
Item Type:	CONSENT AGENDA

AGENDA REQUEST FORM CITY OF CAPE CORAL



TITLE:

Resolution 43-16 Approve a Sole Source with Taser International to continue the Police Department's Body-Worn Camera Program by entering into a five-year agreement and authorizing the City Manager, or designee, to sign the agreements and purchase orders; Department: Police Department; Dollar Value \$710,485 (Annually: FY16 \$94,825, FY17 \$187,980; FY18 \$142,560; FY19 \$142,560 FY20 \$142,560 - General Fund)

REQUESTED ACTION:

Approve or Deny

STRATEGIC PLAN INFO:

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

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

Planning & Zoning/Staff Recommendations:

SUMMARY EXPLANATION AND BACKGROUND:

1. On November 17, 2014, City Council approved a Police Department request for the purchase and funding of body-worn cameras from Taser International.

2. The Police Department is requesting to enter into a new five-year agreement with Taser to continue its Body-Worn Camera Program.

3. Taser is offering their Body-Worn Camera Package with an Officer Safety Plan which includes a Body-Worn Camera, Taser Conducted Electrical Weapon (CEW), an Evidence.com Pro License, dock upgrades, unlimited storage, and extended warranties. 4. The agreement provides Officer Safety Plans (60 Body-Worn Cameras and 60 Taser CEWs) in FY2016 as well as in FY2017 totaling 120 Body-Worn Cameras and 120 Taser CEWs.

5. The Police Department has committed to Taser non-lethal weapon program for the past 15 years as it meets Department requirements and is effective. The Department has a standing inventory of Taser products and related equipment, and has recently upgraded Taser X1 models with the new X2 models.

6. Per Procurement Ordinance §2-144(c)(2), Sole and Single Source Purchases, this purchase will be a sole source as Taser International is the sole manufacturer of the Taser Axon Brand products, and the sole developer of Evidence com data management services.

7. The cost of the five-year agreement is \$710,485 - Annually: FY16 \$94,825, FY17 \$187,980; FY18 \$142,560; FY19 \$142,560 FY20 \$142,560

8. This is budgeted in FY2016 - FY2018

9. Funding Source: 121101.652116 (Police Support Administration/Small Equipment): 121101.652122 (Police Support Administration/Computer Software/Licenses); 121202.652123 (Police Patrol Bureau/Weapons and Ammunition)

LEGAL REVIEW:

Legal has reviewed the document.

EXHIBITS:

Memo - Department Recommendation Resolution 43-16

PREPARED BY:

Wanda Roop

Division- Procurement

Department- Finance

SOURCE OF ADDITIONAL INFORMATION: Bart Connelly, Police Department

- ATTACHMENTS:
 - Description
 - D Department Memo
 - D Resolution 43-16

Type Backup Material Resolution

RESOLUTION 43 - 16

A RESOLUTION OF THE CITY OF CAPE CORAL APPROVING THE SERVICES OF TASER INTERNATIONAL AS THE SOLE SOURCE PROVIDER FOR THE POLICE DEPARTMENT'S BODY-WORN CAMERA PROGRAM; APPROVING THE MASTER SERVICES AND PURCHASING AGREEMENT BETWEEN TASER INTERNATIONAL AND THE CITY OF CAPE CORAL FOR THE CAPE CORAL POLICE DEPARTMENT; PROVIDING FOR THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE DOCUMENTS RELATED TO THE SOLE SOURCE PURCHASE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, on November 17, 2014, City Council approved the purchase and funding of Body-Worn Cameras from Taser International by the Police Department; and

WHEREAS, the Police Department desires to enter into a new Master Services and Purchasing Agreement between Taser International and the City of Cape Coral for the Cape Coral Police Department to continue its Body-Worn Camera Program; and

WHEREAS, the Taser International Body-Worn Camera Package consists of a Body-Worn Camera, Taser Conducted Electrical Weapon, an Evidence.com Pro License, dock upgrades, unlimited storage and extended warranties; 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 required services are only available from one source, Taser International, as the sole manufacturer of the Taser Axon Brand products and the sole developer of the Evidence.com data management services; and

WHEREAS, the City Manager recommends approval of Taser International as the sole source provider for the Police Department's Body-Worn Camera Program, and approval of the Master Services and Purchasing Agreement between Taser International and the City of Cape Coral for the Cape Coral Police Department, for an estimated amount of \$710,485 over a five-year period.

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

Section 1. The City Council hereby approves the services of Taser International as the sole source provider for the Police Department's Body-Worn Camera Program, and authorizes the City Manager or his designee to execute the Master Services and Purchasing Agreement, attached hereto as Exhibit A, and all purchase orders related to the sole source purchase.

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

ADOPTED BY THE CITY COUNCIL OF THE CITY OF CAPE CORAL AT ITS REGULAR COUNCIL SESSION THIS $\cancel{14}$ DAY OF $\cancel{14}$, 2016.

Marnil Swicki, MAYOR

VOTE OF MAYOR AND COUNCILMEMBERS:

SAWICKI BURCH CARIOSCIA STOUT

. . .



LEON ERBRICK WILLIAMS COSDEN

aye aye

ATTESTED TO AND FILED IN MY OFFICE THIS 18th DAY OF April

<

<u>Hebecca Van Veuteom</u> Rebecca van deutekom, City clerk

APPROVED AS TO FORM:

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Sous (Mana 0 J DOLORES D. MENENDEZ CITY ATTORNEY res/Sole Source-Taser International

Item Number: B.(3) Meeting Date: 9/24/2018 Item Type: CONSENT AGENDA

AGENDA REQUEST FORM CITY OF CAPE CORAL



TITLE:

Resolution 210-18 Approve the Single Source with Selectron for the addition of new notification capabilities for "Fire Hydrant maintenance" and "Scheduled Line Shutdown" notifications to the City's existing Automated Customer Notification System at a one time cost of \$18,000 in addition to FY-2018 renewals for Voice Permit and Voice Utility of \$48,020 for a total FY-2018 expenditure of \$66,020 and approve recurring annual renewals and future additions to Selectron for software enhancements, upgrades, and maintenance, not to exceed budgetary limits and authorize the City Manager, or designee, to execute the purchase orders, agreements and renewals. This is a "Best Value" purchase, under Single Source, as utilizing a different vendor and not the existing vendor would cause the City to incur additional expense over the ones stated; Department: Utilities; Estimated Annual Dollar Value \$66,020; (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

PLANNING & ZONING/HEARING EXAMINER/STAFF RECOMMENDATIONS:

SUMMARY EXPLANATION AND BACKGROUND:

- 1. Staff is requesting approval for the purchase of two additional On-Premise Outbound Notifications, *Scheduled Shutdowns and Hydrant Flushing*, plus four additional Production Voice Ports for Voice Utility IVR to the existing Selectron automated customer notification system. This would be an enhancement to the current utilities customer notification system and will improve productivity, drinking water quality and customer service to all City utility customers.
- 2. The Utilities Department currently maintains over five thousand fire hydrants that require flushing to provide residents with fresh drinking water. Utilities current customer notification system is inefficient. We currently place fire hydrant flushing signs on the main roads in areas that are routinely flushed and some customers are unaware of our maintenance activities near homes and businesses. The proposed enhancement will allow

the Utilities Department to automate the notification of residents in a similar manner that we utilize for our existing automated boil water notice system. The one time fee to add the Hydrant Flushing and Scheduled Line Shutdowns notification is \$18,000 and the recurring cost will be rolled into next year's annual fee that is currently paid for the Voice Utility service.

- 3. FY2018 renewals for Voice Permit and Voice Utility was \$48,020, the addition of the new notifications at a one time cost of \$18,000 and will bring total FY2018 expenditures to \$66,020.
- 4. Staff is also requesting approval for recurring renewals and future additions to the system. Currently, the City through Selectron, has the ability to utilize the following modules: Voice Utility; Voice Permits Outbound Boil Water Program.
- 5. The purchase is governed by the City of Cape Coral Code of Ordinances, Articles VII; Purchase and Sale of Real and Personal Property; Division 1 Section 2-144 (c) Sole and Single Source purchases.
- 6. Funding Source: 4050126.663131 -ADM-15 Potable Water Infr. FY18 (Water and Sewer Fund)

LEGAL REVIEW:

EXHIBITS:

Resolution 210-18 Department Memo

PREPARED BY:

Wanda Roop Division- Procurement

Department-Finance

SOURCE OF ADDITIONAL INFORMATION:

Jeff Pearson, Utilities Director Michelle Hoffmann, IT Director

ATTACHMENTS:

Description

- Department Memo
- Resolution 210-18

Туре

Backup Material Resolution

MEMORANDUM

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 5

DATE: September 7, 2018

SUBJECT: Request to add Fire Hydrant Maintenance and Scheduled Line Shutdowns to the City's Existing Automated Customer Notification System (Selectron)

Background

As the number of City fire hydrants continue to increase via Capital Improvement Projects (CIP,) Site Development, and UEP, the Utilities Department has expanded City maintenance crews. Our staff currently maintains over 5,000 fire hydrants that require flushing to provide residents with fresh drinking water. We currently place hydrant flushing signs on the main roads within areas we routinely flush until flushing operations are completed. Occasionally, our utility customers may experience discoloration in their potable water because of fire hydrant flushing and testing. Utility customers often call the Utilities Collection and Distribution Division (UCD) Office or the Action Center to report these types of issues. Since the implementation of our very successful automated boil water system, we now have a customer service contact program that provides residents with vital information happening in their neighborhood. We are requesting to expand this existing program to include fire hydrant flushing notifications and main shutdowns. Adding this notification system to our existing Selectron Software notification system will increase UCD's level of service and should reduce customer call volume and in person customer contacts. Michelle Hoffman in the IT Department has reviewed this request and supports our request to obtain a quote for implementation.

Recommendation

The Utilities Department and Information Technology (IT) requests approval to expand the use of Selectron by adding automated notifications for scheduled main shutdowns and fire hydrant flushing operations to increase customer service and productivity. There is a one-time implementation cost of \$18,000. Any recurring costs for our existing Boil Water Notice System is already budgeted annually.

Funding

Funding for this software will come from the Water and Sewer Fund; Business Unit 4050126 Expense 663131 with an unencumbered amount of \$134,103.00.

RESOLUTION 210 – 18

A RESOLUTION OF THE CITY OF CAPE CORAL APPROVING THE SERVICES OF SELECTRON AS THE SINGLE SOURCE PROVIDER OF ADDITIONAL AUTOMATED NOTIFICATION CAPABILITY FOR FIRE HYDRANT MAINTENANCE AND SCHEDULED LINE SHUTDOWN NOTIFICATION SYSTEMS; APPROVING ANNUAL RECURRING RENEWALS AND FUTURE ADDITIONS FOR SOFTWARE ENHANCEMENTS, UPGRADES, AND MAINTENANCE; PROVIDING FOR THE CITY MANAGER OR THE CITY MANAGER'S DESIGNEE TO EXECUTE RELATED DOCUMENTS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Utilities Department currently maintains over 5,000 fire hydrants that require periodic flushing; and

WHEREAS, staff currently places hydrant flushing signs on the main roads within the areas to be flushed until the flushing operation is complete; and

WHEREAS, the City currently utilizes a Selectron Automated Customer Notification Software System for boil water notices, providing residents with vital information regarding their neighborhood; and

WHEREAS, the Utilities Department is requesting an expansion of the existing program to include fire hydrant flushing and main shutdown notifications; 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 desired additions to the Automated Customer Notification System offered by Selectron result 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 the additional Automated Customer Notification Systems are available only through Selectron; and

WHEREAS, the City Manager recommends the approval of utilizing the services of Selectron as the single source provider of Fire Hydrant Maintenance and Scheduled Line Shutdown Automated Customer Notification Systems, at a one-time cost of \$18,000, recommends FY 2018 renewals for existing Selectron Voice Permit and Voice Utility Systems in the amount of \$48,020, for a total FY18 expenditure of \$66,020, and recommends the approval of recurring annual renewals and future additions to the Selectron system for software enhancements, upgrades, and maintenance, not to exceed budgetary limits.

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

Section 1. The City Council hereby approves utilizing the services of Selectron as the single source provider for the addition of the Fire Hydrant Maintenance and Scheduled Line Shutdown Notification Systems, at a one-time cost of \$18,000.

Section 2. The City Council hereby approves FY 2018 renewals for existing Selectron Voice Permit and Voice Utility Systems in the amount of \$48,020.

Section 3. The City Council hereby approves recurring annual renewals and future additions to the Selectron system for software enhancements, upgrades, and maintenance, not to exceed budgetary limits.

Section 4. The City Council hereby authorizes the City Manager or the City Manager's designee to execute any necessary contract, purchase order, amendment, renewal, or any other related document, provided that such purchase order, amendment, or renewal does not exceed the current budgetary limits during any one-year period.

Section 5. This Resolution shall take effect immediately upon its adoption.

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

JOE COVIELLO, MAYOR

VOTE OF MAYOR AND COUNCILMEMBERS:

COVIELLO	NELSON	
GUNTER	STOKES	
CARIOSCIA	WILLIAMS	
STOUT	COSDEN	

ATTESTED TO AND FILED IN MY OFFICE THIS _____ DAY OF _____ 2018.

> REBECCA VAN DEUTEKOM, CITY CLERK

APPROVED AS TO FORM:

Mananda TENIDEZ dores DOLORES D. MENENDEZ CITY ATTORNEY res/Single Source-Selectron

Item Number: B.(4) Meeting Date: 9/24/2018 Item Type: CONSENT AGENDA

AGENDA REQUEST FORM CITY OF CAPE CORAL



TITLE:

Resolution 212-18 A resolution requesting authorization to extend payment up to \$5,000 in reimbursable relocation expenses as allowed in section 2-37.3 of the City of Cape Coral Code of Ordinances to the selected candidates for the positions of Park Superintendent in the Parks and Recreation Department, Building Official in the Community Development Department, and the Economic Development Manager in the City Manager's Office; Funding for the Parks and Recreation Department; Dollar Value: maximum of \$5,000; (General Fund); Funding for the Community Development Department; Dollar Value: maximum of \$5,000; (Enterprise Funds); Funding for the City Manager's Office; Dollar Value: maximum of \$5,000; (General Fund)

REQUESTED ACTION:

Approve or Deny

STRATEGIC PLAN INFO:

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

If Yes, Priority Goals Supported are listed below. If No, will it harm the intent or success of the Strategic Plan? No

PLANNING & ZONING/HEARING EXAMINER/STAFF RECOMMENDATIONS:

SUMMARY EXPLANATION AND BACKGROUND:

The resolution authorizes payment of up to \$5,000 in eligible relocation expenses when filling the positions of Parks Superintendent, Economic Development Manager, and Building Official.

LEGAL REVIEW:

EXHIBITS:

Memo Resolution 212-18

PREPARED BY:

M. Division- Administration Department- Human Resources

SOURCE OF ADDITIONAL INFORMATION:

Lisa Sonego - Human Resources Director

ATTACHMENTS:

Description

- n Memo
- Resolution 212-18

Туре

Backup Material Resolution

MEMORANDUM

CITY OF CAPE CORAL CITY MANAGER'S OFFICE

TO:	Mayor Coviello and Council Members
FROM:	John Szerlag, City Manager Lisa Sonego, Human Resources Director
DATE:	September 17, 2018

SUBJECT: Authorization to Extend Relocation Reimbursement

We are requesting authorization to extend reimbursement of applicable relocation expenses up to \$5,000 as allowed in Section 2-37.3 of the City of Cape Coral Code of Ordinances to the selected candidates for the positions of Parks Superintendent in the Parks and Recreation Department, Building Official in the Community Development Department, and the Economic Development Manager in the City Manager's Office. These positions have recently been vacated due to either internal promotion or geographical moves.

JS/LS:ml



A RESOLUTION OF THE CITY OF CAPE CORAL AUTHORIZING PAYMENT OF UP TO \$5,000 IN ELIGIBLE RELOCATION EXPENSES WHEN FILLING THE POSITIONS OF PARKS SUPERINTENDENT, ECONOMIC DEVELOPMENT MANAGER, AND BUILDING OFFICIAL; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Parks Superintendent in the Parks and Recreation Department, the Building Official in the Department of Community Development, and the Economic Development Manager in the City Manager's office are currently vacant; and

WHEREAS, the City Manager requests approval to provide payment of up to \$5,000 in reimbursable relocation expenses in order to aid in recruiting and relocating exceptional candidates for the positions as allowed in Section 2-37.3(c) of the City of Cape Coral Code of Ordinances.

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

SECTION 1. The City Council hereby authorizes payment of up to \$5,000 in reimbursable relocation expenses if the selected candidates for the Parks Superintendent, the Building Official, and the Economic Development Manager positions qualify for relocation expenses under Section 2-37.3(c) of the Code of Ordinances of the City of Cape Coral, Florida.

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

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

JOE COVIELLO, MAYOR

VOTE OF MAYOR AND COUNCILMEMBERS:

COVIELLO GUNTER CARIOSCIA STOUT

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NELSON	
STOKES	
WILLIAMS	
COSDEN	1

ATTESTED TO AND FILED IN MY OFFICE THIS _____ DAY OF _____ 2018.

REBECCA VAN DEUTEKOM CITY CLERK

APPROVED AS TO FORM:

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DOLORES D. MENENDEZ CITY ATTORNEY res/Relocation Expenses-PR-EconDev-DCD 9/18/18 Item Number: B.(5) Meeting Date: 9/24/2018 Item Type: CONSENT AGENDA

AGENDA REQUEST FORM CITY OF CAPE CORAL



TITLE:

Resolution 214-18 Lifeline Family Center - Potable Water Main Extension. Reimbursement for remainder of the off-site potable water improvements so they may switch from reuse to potable water for fire protection; Department: Utilities; Dollar Value: \$54,550; (Water & 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?	No
If Yes, Priority Goals Supported are listed below.	
If No, will it harm the intent or success of the Strategic Plan?	No

PLANNING & ZONING/HEARING EXAMINER/STAFF RECOMMENDATIONS: n/a

SUMMARY EXPLANATION AND BACKGROUND:

Lifeline Family Center has been part of the Cape Coral community for more than 20 years. They are a residential rehab center for homeless pregnant women and single moms and their children. The Center can accommodate up to 12 mothers and 24 children and hope to expand the population in the future.

Prior to 2006, the City authorized and permitted private public multi-family and commercial structures to utilize the irrigation water distribution system for fire sprinkler systems. The Fire Marshall's Office is responsible for testing these systems per standard proceedures to assure adequate pressures and flow. It became apparent in 2005 that the irrigation water system was not sufficient for these types of fire sprinkler systems during certain times. As a result, the Fire Marshall ceased permitting of multi-family or commercial structures to the irrigation water system. The non-use of irrigation water for fire sprinklers was put into ordinance on 8-31-2015 under Chapter 19, Section 19-132 Cape Coral Code of Ordinances.

LEGAL REVIEW:

EXHIBITS: Memorandum - Lifeline Family Center Resolution 214-18

PREPARED BY:

Amy Burdier, Sr Administrative Specialist

Division- Administration

Department-Utilities

SOURCE OF ADDITIONAL INFORMATION:

Jeff Pearson, Utilities Director

ATTACHMENTS:

D

Description

- Memorandum Lifeline Family Center
- Resolution 214-18

Туре

Backup Material Resolution

CITY OF CAPE CORAL UTILITIES DEPARTMENT

TO:	Mayor and Council Members
FROM:	John Szerlag, City Manager Jeff Pearson, Utilities Director Gino Notarianni, Senior Project Manager - 9m
DATE:	June 4, 2018
SUBJECT:	Lifeline Family Center – Potable Water Main Reimbursement

Introduction:

Prior to 2006, the City authorized and permitted private public multi-family and commercial structures to utilize the irrigation water distribution system for fire sprinkler systems. The Fire Marshal's Office is responsible for testing these systems against engineering standards to ensure adequate pressures and flow. It became apparent between 2005 and 2006 that the irrigation water system was not sufficient for these types of fire sprinkler systems during certain times. As a result, the Fire Marshall discontinued further permitting of multi-family or commercial structures to the irrigation water system. The non-use of irrigation water for fire sprinklers was put into ordinance on 8-31-2015 under Chapter 19, Section 19-132 Cape Coral Code of Ordinances.

Project Background:

Lifeline Family Center has been part of the Cape Coral community for more than 20 years. They are a residential rehab center for homeless pregnant women and single moms and their children. The Lifeline Family Center can accommodate up to 12 mothers and 24 children, and hope to expand the population in the future. The young women who live at the facility can take residence up-to two and a half years while they earn their GEDs and get career training. Approximately eleven years ago, they constructed their current facility located at 907 SE Fifth Avenue. At this time, their fire protection system was permitted to connect to the City's irrigation water system for the fire sprinkler system.

Staff Recommendation:

"On December 1, 2016, City Staff reached a consensus to bring any additional justifiable reimbursable costs that may be incurred by Lifeline Family Center that directly benefit the City to the City Council for consideration at a later date" (See attached Memo dated December 20, 2016). The total off-site potable water construction cost for the Lifeline Family Center Addition was in the amount of \$95,540.00. On April 27, 2018 the Utilities Department provided initial reimbursement via. purchase order (PO) number 47831 to Lifeline Family Center in the amount of (\$40,990,00) to construct a portion of the necessary potable water main needed to accommodate the City's on-going potable water main enlargement program. Therefore, Staff is now requesting that City Council formally approve the remaining justifiable costs for the off-site water main improvements installed by Lifeline Family Center in the amount Fifty-Four Thousand Five Hundred Fifty Dollars and Zero Cents (\$54,550.00).

John Szerlag – Lifeline Family Center – Potable Water Main Reimbursement December 20, 2016 Page 2

Project Funding:

The reimbursement will come out of JDE Business Unit/Object Number 4050051.662118, ADM-37 Fire Sprinkler Conversion FY-15, which has an unencumbered balance of \$316,706.80.

Total Off-Site Potable Water Construction Costs for Lifeline Family Center, as follows:

- Total Construction = \$95,540.00
- Less Initial Reimbursement = (\$40,990.00)
- Justifiable Reimbursement Cost = (\$95,540.00 \$40,990.00) = \$54,550.00

Please feel free to contact Jeff Pearson directly at 574-0710 if you should require any additional information or if you have any additional questions or concerns.

Attachments:

- Break-Down Total Off-Site Water Main Construction Costs (TDM Consulting, Inc.)
- Potable Water Main Reimbursement Memo December 20, 2016

Cc: James Diviesta, Contract Administrator



43 Barkley Circle, Suite 200 Fort Myers, FL 33907 Phone 239-433-4231 Fax 239-433-9632 www.tdmcivilengineering.com Certificate of Authorization # 29086



DEAN MARTIN FLORIDA P.E. #52022 VALID OKLY WITH EMBOSSED SEAL

TOTAL OFF-SITE POTABLE WATER CONSTRUCTION COSTS

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for Lifeline Family Center Addition (SP16-0058) City of Cape Coral 24-44-23

TOTAL CONSTRUCTION

Pay Item	Description	Quantity	Unit	Unit Price	Total Price
B.	Potable Water Construction				
B1-1	8" C-900 DR14 WM	860	LF	\$38.00	\$32,680.00
B1-2	8" DI WM Deflections	4	EA	\$2,200.00	\$8,800.00
B2-1	Fire Hydrant Assembly	2	EA	\$4,200.00	\$8,400.00
B3-1	Connect to Ex. 8" WM w/Tee & 8" GV	1	EA	\$5,300.00	\$5,300.00
B3-2	Connect to Ex. 4" WM w/Tee & 4" GV	1	EA	\$4,235.00	\$4,235.00
B3-3	3" GV	1	EA	\$850.00	\$850.00
B3-4	8" GV	1	EA	\$1,500.00	\$1,500.00
B4-1	1" Long Water Service	6	EA	\$1,200.00	\$7,200.00
B4-2	1" Short Single Water Service	3	EA	\$750.00	\$2,250.00
B4-3	1" Short Double Water Service	- 1	EA	\$1,000.00	\$1,000.00
B5-1	Asphalt Road Crossings	88	SY	\$65.00	\$5,720.00
B6-1	Concrete Driveway Replacement	169	SY	\$45.00	\$7,605.00
B7-1	Mobilization	1	LS	\$5,000.00	\$5,000.00
B8-1	Allocation for Rock	100	LF	\$10.00	\$1,000.00
B9-1	Survey & Asbuilts	1	LS	\$4,000.00	\$4,000.00

Subtotal - Total Potable Water Construction

\$95,540.00

TOTAL CONSTRUCTION

\$95,540.00

LESS INITIAL REIMBURSMENT (ITEMS IN RED ABOVE)

\$40,990.00

\$54,550.00

NOTE: JUSTIFIABLE REIMBURSABLE COST INCURRED BY LIFELINE CENTER THAT DIRECTLY BENEFIT THE CITY FOR COUNCIL CONSIDERATION

CITY OF CAPE CORAL UTILITIES DEPARTMENT

TO:	John Szerlag, City Manager
FROM:	Donald Cochran, Fire Chief Jeff Pearson, Utilities Director C Gino Notarianni, Senior Project Manager - 9m
DATE:	December 20, 2016
SUBJECT:	Lifeline Family Center – Potable Water Main Reimbursement

Introduction:

Prior to 2006, the City authorized and permitted private public multi-family and commercial structures to utilize the irrigation water distribution system for fire sprinkler systems. The Fire Marshal's Office is responsible for testing these systems against engineering standards to ensure adequate pressures and flow. It became apparent between 2005 and 2006 that the irrigation water system was not sufficient for these types of fire sprinkler systems during certain times. As a result, the Fire Marshall discontinued further permitting of multi-family or commercial structures to the irrigation water system. The non-use of irrigation water for fire sprinklers was put into ordinance on 8-31-2015 under Chapter 19, Section 19-132 Cape Coral Code of Ordinances.

Project Background:

Lifeline Family Center has been part of the Cape Coral community for more than 20 years. They are a residential rehab center for homeless pregnant women and single moms and their children. The Lifeline Family Center can accommodate up to 12 mothers and 24 children, and hope to expand the population in the future. The young women who live at the facility can take residence up-to two and a half years while they earn their GEDs and get career training. Approximately eleven years ago, they constructed their current facility located at 907 SE Fifth Avenue. At this time, their fire protection system was permitted to connect to the City's irrigation water system for the fire sprinkler system.

Staff Recommendation:

The Utilities Department has a current Capital Improvement Plan (CIP) Potable Water main Enlargement Program that consists of increasing the size of potable water mains where multi-family and/or commercial development(s) fire sprinkler systems are connected to the City's irrigation water system. The current City's Code of Ordinances, Chapter 19-132 states: "No fire hydrant or fire sprinkler system shall be installed on reclaimed water mains constructed within the City. Owners of real property that utilize reclaimed water for fire protection systems shall discontinue said use of reclaimed water and connect the fire protection system to potable water main of adequate size is available for fire protection systems." The fire sprinkler systems currently connected to irrigation water may not meet fire flow requirements depending on the system installed. Therefore, upsizing these potable water mains in target areas will improve the local potable water supply to serve private fire sprinkler systems.

John Szerlag – Lifeline Family Center – Potable Water Main Reimbursement December 20, 2016 Page 2

City staff supports reimbursing Lifeline Family Center in the amount not to exceed Forty-One Thousand Two Hundred Fifty Dollars and Zero Cents (\$41,250.00) to construct a portion of the necessary potable water main needed to accommodate the City's ongoing potable water main enlargement program.

Staff's recommendation for supporting this reimbursement is based on the developer's need to have a timely resolution and the City's need to enlarge the potable water mains available for private fire sprinkler systems previously permitted/approved to connect to the irrigation system. City Staff have discussed the matter and deems the not-to-exceed (NTE) reimbursement amount appropriate for the City's off-site improvements needed. The City will require written verifiable documentation that the costs incurred by the developer are consistent with industry standards and reimbursement will not occur until such time that the City is satisfied with the aforementioned. Any additional or future expenses concerning conversion of their private fire sprinkler system, onsite infrastructure, etc. will be the responsibility of Lifeline Family Center. Improvements must be constructed in accordance with all City and County Health Department requirements. The developer must also receive all permit approvals "to place in service" before any reimbursements are made by the City.

On December 1, 2016, City Staff reached a consensus to bring any additional justifiable reimbursable costs that may be incurred by Lifeline Family Center that directly benefit the City to Council for consideration at a later date.

Project Funding:

This CIP project began annual budgeting of \$500,000 per year beginning in FY-13. The reimbursement will be funded out of JDE Business Unit/Object Number 4050051.662601, ADM-38 Fire Sprinkler Conversion FY-14, which has an unencumbered balance of \$291,079.26.

Please feel free to contact Jeff Pearson directly at 574-0710 if you should require any additional information or if you have any additional questions or concerns.

John Szerlag, City Manager Approved

1/18/11 Date:

□ Not Approved

JP/GN: (Lifeline Family Center) Potable Water Main Reimbursement

Cc: James Diviesta, Contract Administrator

RESOLUTION 214 - 18

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CAPE CORAL, FLORIDA, AUTHORIZING REIMBURSEMENT TO LIFELINE FAMILY CENTER IN THE AMOUNT OF \$54,550 FOR CONSTRUCTION OF A POTABLE WATER MAIN EXTENSION; PROVIDING FOR DISBURSEMENT OF REIMBURSEMENT AMOUNTS BY THE CITY MANAGER; PROVIDING AN EFFECTIVE DATE.

WHEREAS, prior to 2006, the City authorized and permitted multi-family and commercial structures to utilize the irrigation water distribution system for fire sprinkler systems; and

WHEREAS, between 2005 and 2006, it was determined that the irrigation water system did not provide sufficient pressures and flow during certain times, and the Fire Marshal discontinued further permitting of use of irrigation water for fire sprinklers in multi-family or commercial structures; and

WHEREAS, on August 31, 2015, City Council adopted Ordinance 33-15, prohibiting the use of irrigation water mains for fire sprinkler systems; and

WHEREAS, Lifeline Family Center, a residential rehab center for homeless pregnant women and single mothers and their children, has been a part of the Cape Coral Community for over 20 years; and

WHEREAS, at the time Lifeline Family Center constructed their current facility at 907 SE 5th Avenue, the fire protection system was permitted to connect to the City's irrigation water system for the fire sprinkler system; and

WHEREAS, pursuant to Section 19-132 of the Code of Ordinances, which now prohibits the use of irrigation water mains for fire sprinkler systems, the Lifeline Family Center must connect the fire protection system to potable water; and

WHEREAS, the Utilities Department's Capital Improvement Plan Potable Water Main Enlargement Program provides for increasing the size of potable water mains where multi-family and/or commercial developments' fire sprinkler systems are connected to the City's irrigation water system to improve the local potable water supply to service private fire sprinkler systems; and

WHEREAS, in December 2016, City staff supported and the City Manager approved reimbursing Lifeline Family Center an amount not to exceed \$41,250 to construct a portion of the necessary potable water main needed to accommodate the City's ongoing potable water main enlargement program, and to bring any additional future justifiable reimbursable costs that may be incurred by Lifeline Family Center that directly benefit the City to City Council for consideration; and

WHEREAS, the total off-site potable water construction cost for the Lifeline Family Center is \$95,540, and City staff recommends payment of said amount minus the prior reimbursement of \$40,990, in the amount of \$54,550.

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 additional reimbursement to Lifeline Family Center in the amount of \$54,550.

Section 2. The City Council hereby authorizes the City Manager to process the reimbursement payment.

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

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

JOE	COV	TELLO,	MAYOR
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VOTE OF MAYOR AND COUNCILMEMBERS:

COVIELLO	 STOKES	
GUNTER	 WILLIAMS	
CARIOSCIA	 WILLIAMS	
STOUT	 COSDEN	-

ATTESTED TO AND FILED IN MY OFFICE THIS _____ DAY OF _____, 2018.

REBECCA VAN DEUTEKOM CITY CLERK

APPROVED AS TO FORM:

Dolora D. Menenda DOLORES D. MENENDEZ

CITY ATTORNEY res/Reimbursement-Lifeline Family Center Water Main Extension Item Number: B.(6) Meeting Date: 9/24/2018 Item Type: CONSENT AGENDA

AGENDA REQUEST FORM CITY OF CAPE CORAL



TITLE:

Resolution 215-18 Approval of Crown Castle's request for consent to modify Sprint PCS equipment at the communication tower located at Nicholas Annex (former City Hall site) located at 815 Nicholas Parkway East and authorization for the City Manager to execute said consent letter; Department: Financial Services / Real Estate; Dollar Value: N/A; (Fund: N/A)

REQUESTED ACTION:

Approve or Deny

STRATEGIC PLAN INFO:

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

PLANNING & ZONING/HEARING EXAMINER/STAFF RECOMMENDATIONS:

SUMMARY EXPLANATION AND BACKGROUND:

1. In 1997 City Council adopted Ordinance 83-97 authorizing the leasing of city property to Sprint Spectrum for the removal and replacement of a communication tower at the former Cape Coral City Hall.

2. In May 2005, City Council approved Sprint Spectrum's request to sublease its ground lease interests to Global Signal, Inc., a Crown Castle company.

3. In January 2009, City Council adopted Ordinance 144-08 authorizing the renewal of the lease for an additional 25-year term.

4. Crown Castle has requested the City's consent to modify Sprint's equipment at the tower site and will obtain all necessary permits for this modification.

5. Pursuant to Paragraph 3 of the Communication Site Lease Agreement, which governs the site, the City must consent to any modifications or substitutions of equipment.

6. Staff recommends approval of and authorization for the City Manager to execute Crown Castle's consent letter requesting the modification of Sprint's equipment within the existing leased tower premises.

LEGAL REVIEW:

EXHIBITS:

PREPARED BY:

Dawn Y. Andrews, Property Broker Division- Real Estate Division

Department- Financial Services

SOURCE OF ADDITIONAL INFORMATION:

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

ATTACHMENTS:

Description

Resolution 215-18

Туре

Resolution

RESOLUTION 215-18

A RESOLUTION OF THE CITY OF CAPE CORAL APPROVING THE REQUEST FOR CONSENT FOR MODIFICATION OF SPRINT PCS EQUIPMENT AT THE COMMUNICATION TOWER LOCATED AT THE NICHOLAS ANNEX; PROVIDING AN EFFECTIVE DATE.

WHEREAS, in 1997 the City adopted Ordinance 83-97, authorizing the leasing of City property to Sprint Spectrum for the removal and replacement of a communication tower at the former Cape Coral City Hall; and

WHEREAS, in May 2005, City Council approved Sprint Spectrum's request to sublease its ground lease interests to Global Signal, Inc., a Crown Castle company; and

WHEREAS, in January 2009, the City Council adopted Ordinance 144-08, authorizing the renewal of the lease for an additional 25-year term; and

WHEREAS, Crown Castle has requested the City's consent to modify Sprint PCS's equipment at the tower site and will obtain all necessary permits for the modification; and

WHEREAS, pursuant to Paragraph 3 of the Communication Site Lease Agreement, the City must consent to any modifications or substitutions of equipment; and

WHEREAS, staff recommends approval of Crown Castle's consent letter requesting the modification of Sprint PCS's equipment within the existing leased tower premises; and

WHEREAS, the City Council desires to approve Crown Castle's Request for Consent for Modification of Sprint PCS's equipment at the communication tower located at the Nicholas Annex.

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

Section 1. The City Council hereby approves Crown Castle's request for Consent for Modification of Sprint PCS's equipment at the communication tower located at the Nicholas Annex, 815 Nicholas Parkway. A copy of the Consent for Modification is attached hereto as Exhibit A.

Section 2. The City Council hereby authorizes the City Manager or his designee to execute the Consent for Modification of Sprint PCS's equipment at the communication tower located at the Nicholas Annex, 815 Nicholas Parkway.

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

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

VOTE OF MAYOR AND COUNCILMEMBERS:

COVIELLO GUNTER CARIOSCIA STOUT

2018.

NELSON STOKES WILLIAMS COSDEN

ATTESTED TO AND FILED IN MY OFFICE THIS _____ DAY OF __

JOE COVIELLO, MAYOR

REBECCA VAN DEUTEKOM, CITY CLERK

APPROVED AS TO FORM:

Down D. Menen DOLORES D. MENENDEZ CITY ATTORNEY res/Cell Tower Modification-Sprint Nicholas Annex

CC CROWN CASTLE

4511 N. Himes Avenue Suite 210 Tampa, FL 33614

Phone: (813) 342-3874 www.crowncastle.com

August 29, 2018

VIA FedEx Tracking number: 772948459695

CITY OF CAPE CORAL P.O. BOX 150027 ATTN: REAL ESTATE DEPARTMENT CAPE CORAL, FL 33915-0027

Re: BU 878247 / CAPE CORAL CITY HALL / 815 NICHOLAS PARKWAY, CAPE CORAL, FL 33915 ("Site") Communications Site Lease Agreement, dated January 29, 2009, as amended ("Lease") Consent for Modifications – Sprint App 449829

Dear CITY OF CAPE CORAL,

As you are aware, Global Signal Acquisitions III LLC ("Lessee") is the Lessee under the Lease. Lessee is the owner and operator of shared wireless communication facilities.

In order to better serve the public and minimize the amount of towers in an area where this property is located, and/or improve the financial viability of the site, Lessee plans to modify Sprint PCS's equipment at the wireless communication facility. There are no changes to ground space or equipment and all modifications will take place within the Leased Premises. The Scope of Work is as follows:

Equipment to be installed on Tower:

- Three (3) Ericsson Air 6468 (1 per sector) and (1) Amphenol hybrid
- Equipment to be removed from Tower:
 - 2.5 equipment

Pursuant to Paragraph 3 of the Lease, Lessee is required to obtain your consent, which consent cannot be unreasonably withheld or delayed. Lessee, therefore, respectfully requests your consent.

Please indicate your consent by executing this letter where indicated below and return one original of same to the address indicated above. A prepaid envelope is included for your convenience. If you have any questions concerning this issue, please contact Derek Carrillo at (813) 342-3874 or Derek.Carrillo@crowncastle.com.

Sincerely,

Agreed and accepted on____

(Date)

Derek Carrillo

Derek Carrillo Real Estate Specialist (Lessor's signature)

Exhibit A

The Foundation for a Wireless World. CrownCastle.com Item Number: B.(7) Meeting Date: 9/24/2018 Item Type: CONSENT AGENDA

AGENDA REQUEST FORM CITY OF CAPE CORAL



TITLE:

Waiver of Conflict of Interest for the Law Firm of Henderson Franklin/Habitat for Humanity; Department: City Attorney; Dollar Value: N/A (Fund: N/A)

REQUESTED ACTION:

Approve or Deny

STRATEGIC PLAN INFO:

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

PLANNING & ZONING/HEARING EXAMINER/STAFF RECOMMENDATIONS:

SUMMARY EXPLANATION AND BACKGROUND:

Attorney Scott Beatty of Henderson, Franklin, Starnes & Holt, P.A., has requested approval of a Waiver of Conflict of Interest so the firm may represent Habitat for Humanity of Lee and Hendry Counties, Inc., in connection with a homestead residential foreclosure action in which the City of Cape Coral holds a second position mortgage. The firm represents that its work for Habitat for Humanity is unrelated to the firm's work for the City.

In the event of any litigation between the parties arising out of this matter, Henderson, Franklin, Starnes & Holt, P.A., will not represent either party.

LEGAL REVIEW:

Brian R. Bartos, Assistant City Attorney

EXHIBITS: Letter and proposed Waiver of Conflict of Interest

PREPARED BY:

Division- Department- City Attorney

SOURCE OF ADDITIONAL INFORMATION:

ATTACHMENTS:

Description

Waiver of Conflict of Interest

Type Backup Material



Pelican Bay Financial Center 8889 Pelican Bay Boulevard, Suite 400 Naples, FL 34108 Tel: 239.344.1100• Fax: 239.344.1200• www.henlaw.com

Reply to Scott A. Beatty, Esq. Direct Dial Number 239.344.1169 E-Mail: scott.beatty@henlaw.com

September 13, 2018

VIA ELECTRONIC MAIL

City of Cape Coral City Attorney's Office Attn: Dolores D. Menendez, Esq. <u>dmenende@capecoral.net</u>

Re: Habitat for Humanity of Lee and Hendry Counties, Inc. v. Alicia Pittman, et al.

Dear Ms. Menendez:

Habitat for Humanity of Lee and Hendry Counties, Inc. ("Habitat") has asked our firm to represent it in connection with the above-referenced homestead residential foreclosure action in which the City of Cape Coral holds a second position mortgage. Our firm currently provides legal services to the City of Cape Coral ("Cape Coral") on various legal matters. The matter for which we have been requested to represent Habitat is not related to the work that our firm is performing for Cape Coral. Our representation of Habitat in the above-referenced matter technically represents a potential conflict of interest pursuant to the rules of professional conduct for practicing attorneys in the State of Florida.

The rules of professional conduct allow attorneys within our firm to provide legal representation and counsel to Habitat, provided we advise Cape Coral of the potential conflict and receive its permission. Therefore, I am requesting that Cape Coral waive the conflict of interest with regard to Habitat in this action by signing the attached waiver where indicated, and returning it to me by e-mail, facsimile or regular U.S. Mail.

Please call me if you have any hesitations or concerns with regard to this waiver.

Sincerely,

/s/Scott A. Beatty

Scott A. Beatty

SAB/clh

City of Cape Coral September 13, 2018 Page 2

WAIVER OF CONFLICT OF INTEREST

THE UNDERSIGNED hereby acknowledges that it has been advised of the above described conflicts or potential conflicts of interest and hereby waives any conflict or potential conflict of interest arising as a result of the attorneys within the law firm of Henderson, Franklin, Starnes & Holt, P.A. representing Habitat for Humanity of Lee and Hendry Counties, Inc., while the Firm is also providing legal services unrelated to this matter to the City of Cape Coral. In the event of any litigation between the parties arising out of this matter, Henderson, Franklin, Starnes & Holt, P.A., will not represent either party.

CITY OF CAPE CORAL

Date:_____

By:_____

Mayor, Joe Coviello
Item Number: B.(8) Meeting Date: 9/24/2018 Item Type: CONSENT AGENDA

AGENDA REQUEST FORM CITY OF CAPE CORAL



TITLE:

Approve Release of Claims arising out of the case of Kimberly Ann Green, as the Personal Representative of the Estate of Jessica Ann Green, deceased v. City of Cape Coral, Case No. 18-CA-1969

REQUESTED ACTION:

STRATEGIC PLAN INFO:

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

If Yes, Priority Goals Supported are listed below. If No, will it harm the intent or success of the Strategic Plan?

PLANNING & ZONING/HEARING EXAMINER/STAFF RECOMMENDATIONS:

SUMMARY EXPLANATION AND BACKGROUND:

LEGAL REVIEW:

EXHIBITS:

PREPARED BY:

Division- Department-

SOURCE OF ADDITIONAL INFORMATION:

ATTACHMENTS:

Description

Release of Claims

Type Backup Material

RELEASE OF CLAIMS

GENERAL RELEASE

The undersigned Plaintiff, Kimberly Ann Johner, individually, as Personal Representative of the Estate of Jessica Ann Green, and on behalf of any and all survivors hereinafter the Releasor, for and in consideration of the sum of Two Hundred Thousand Dollars (\$200,000.00), do, for myself and my respective heirs, executors, administrators and assigns, hereby completely and fully release and discharge City of Cape Coral, hereinafter the Releasee, of and from any obligation, liability or responsibility arising out of the claim and/or action occurring on or about September 16, 2017 in Lee County, Florida as more fully described in that legal action entitled: Kimberly Ann Green, as the Personal Representative of the Estate of Jessica Ann Green, deceased v. City of Cape Coral, Case No. 18-CA-1969, pending in the 20th Judicial Circuit Court in and for Lee County, Florida. In further consideration of the amicable resolution of this matter, Releasee agrees to dismiss said action with prejudice.

The signing of this document DOES NOT release, and specifically preserves, claims against any and all parties other than the Release named above, arising out of the incident giving rise to the subject claim, and further specifically preserves all potential claims for loss, injury and damage arising from the subject incident against Gregory A. Collins and Chauncey A. Davis, their insurance companies and/or their representatives.

It is understood and agreed that this settlement is in full compromise of a disputed claim, and that neither this release nor the payment pursuant to this release shall be construed as an admission of liability.

Further, Releasor agrees to satisfy and be responsible for all valid liens and subrogated interests arising from benefits provided to or on behalf of Releasor(s) that are related to the incident giving rise to this claim which may attach to this settlement and hereby represents and warrants that all such valid liens and subrogated interests attaching to the settlement funds will be satisfied, resolved or released.

FURTHER, The Centers for Medicare and Medicaid Services have stated in a memorandum that certain settlements must consider Medicare's interests in the settlement. The parties agree that this settlement does not meet such criterion; however, Medicare's interests have been taken into consideration concerning this settlement. This determination by the parties has been made solely in reliance upon said memorandums and the said representations made by the Centers for Medicare and Medicaid Services. Further, first party hereby agrees to indemnify, defend, and hold harmless second party from any and all valid claims, demands, liens, rights, or charges asserted by Medicare or Medicaid Services arising from benefits provided to or on behalf of Releasor(s) that are related to the incident giving rise to this claim and arising out of the settlement funds.

ATTORNEYS' FEES

Each party hereto shall bear all attorneys' fees and costs arising from the action of its own counsel in connection with this matter, the terms of this settlement agreement, the matters and documents referenced herein, the filing of a dismissal of the Complaint, and all related matters.

RESERVATION OF FIRST PARTY BENEFITS

Notwithstanding anything herein to the contrary, this Release shall not release any health, disability or other insurance carrier or self-insureds from its obligation to provide any personal injury protection coverage, medical payment coverage, uninsured/underinsured motorist coverage, health insurance coverage, major medical insurance coverage, Workers' compensation benefits/insurance, and/or disability insurance coverage from all claims and demands, rights and causes of action of any kind the undersigned now has or hereafter may have, on account of personal injuries known or unknown to the undersigned arising from the subject accident. It is the intention of the parties to this agreement to release and discharge the Releasee(s) Insurance Company from liability coverage only, and to reserve all rights of the Releasor to obtain all first party benefits to which Releasor may be entitled.

2

RESERVATION OF CLAIM(S)

The terms of this release are limited to resolve and release all claims brought or which could have been brought by Plaintiff against the Releasee. Any and all claims which have been made, or which may exist, as to any other person, corporation, partnership or other legal entity shall not be compromised or extinguished by the terms of this release.

The undersigned acknowledges that she has read this release and understands the

day of 8, 2018 terms outlined herein. Signed this_

Kimberly Ann Johner, individually and as Personal Representative of the Estate of Jessica Ann Green

File #24626-17 CNEG024 - 328

[24626-17/7960046/1]

Item Number: F.(1) Meeting Date: 9/24/2018 Item APPOINTMENTS TO BOARDS / Type: COMMITTEES / COMMISSIONS

AGENDA REQUEST FORM CITY OF CAPE CORAL



TITLE:

Budget Review Committee - 4 vacancies (3 Members and 1 Alternate)

REQUESTED ACTION:

Appoint

STRATEGIC PLAN INFO:

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

PLANNING & ZONING/HEARING EXAMINER/STAFF RECOMMENDATIONS:

SUMMARY EXPLANATION AND BACKGROUND:

Vacancy: 4 vacancies (3 Members and 1 Alternate) Expiration: Current Expiration for all 4 vacancies is 9/30/2018. The new member terms will expire on 9/30/2021 and the alternate term will expire on 9/30/2019. Applications: Four: Philip Boller, Michael Botkin (current member seeking re-appointment), Joanne Gruber, and Gene Smith (current alternate seeking appointment) Advertisement: The vacancies were advertised on 8/17/2018 and 8/31/2018. Current members Jerome Doviak and Harvey Wolfson are not seeking re-appointment.

LEGAL REVIEW:

EXHIBITS:

Applicant: Philip Boller Applicant: Michael Botkin - current member Applicant: Joanne Gruber Applicant: Gene Smith - current alternate Board Sheet

PREPARED BY:

Kimberly	Division- Managerial	D
Bruns		

Department- City Clerk's Department

SOURCE OF ADDITIONAL INFORMATION:

ATTACHMENTS:

Description

- Applicant: Philip Boller
- D Applicant: Michael Botkin current member
- Applicant: Joanne Gruber
- D Applicant: Gene Smith current alternate
- Board Sheet

Туре

Backup Material Backup Material Backup Material Backup Material Backup Material

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CITY OF CAPE CORAL
APPOINTMENT INFORMATION FORM
Initials: 19945

AUG 2 2 2018

Initials: Dib Appahimus Information Form, when complified, figuration (Fig. 7). De FOILLE RECORD matter Chapter DIA, Month's Structure, Isoner, Isoner, Isoner, Isoner, City Clerks of Fice

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YOU ARE RESPONSIBLE TO KEEP THE INFORMATION ON THIS FORM CURRENT. APPLICATIONS WILL BE RETAINED IN THE CLERK'S OFFICE IN ACCORDANCE WITH STATE RECORDS RETENTION LAWS.

Please Type, if possible (or print clearly)		Date: <u>Av 4</u>	22, 2010	8	<u> </u>
Name: BOLLER	PHILIP		ROBER		
(Last)	(First)		(Middle)		
E-mail address: BOLLER 1970@A	OL. COM				
Address: (H) 4258 CORONADO PA	<i>cwp</i>	Zip Co	de <u>3390</u>	4	
(0) <i>N. A</i>		Zip Cod	de		
Phone: (H) 239-542-2428			<u> </u>		
Occupation: RETIRED					
Employer:	Position:		How Lo	ng:	
Education: Highest education level achieve					
Name & Location	Dates Attended		rees Earned		
ROSE-HULMAN INSITUTE OFT	ECHNOLDGY 19	52-1957	B.S. Civi	LEUG	INEERI
					<u> </u>
License/Certificate Title <u>FLOYZIDA</u> TROFESSIONAL ENGIN OHILS """	Issue Date	STATE O	ing Authority <u>OF FLORIDA</u>		; <u>TIZNTI</u> OZ) "
OHTUS " " " INDIAN " "	<u>'' 1952</u> ''1954)1 10 77 13	0:410_ IND	/>	11
Board(s) /Commission(s) for which you are a BUDGET REVIEW COMMITTEE	pplying:				
1. Are you a U.S. Citizen?		Yes_X			
2. Are you a Cape Coral Resident?		Yes <u>X</u>			
3. Are you <u>currently</u> serving on a City Board	(s)?	Yes	No <u>X</u>		
If yes, which Board(s) and since when?					
4. Have you ever served on a City Board(s)?		Yes_X	No		
If yes, which Board(s) and when? BUDGET REVIEW 1992	e (7)	• .			
5. Are you currently serving on a Board, Aut		for another gover	mmental agence	17	
Yes No X If yes, what Board	•	-			
MPO CITIZEN	APVISORY C	DIMMITTEE			

Work Experience:
CITY ENGINEER - FORT WAYNE, INP.
DIRECTOR OF UTILITIES - FORT WAYDE, IND.
CITY ENGINEER & PUBLIC WOONS DIRECTOR - CAPE CORAL FL.
Source, INC CAPE CORAL, FL
Community Involvement:
KOFC MEMBER
MPD CITIZENS ADDISOTY COMPITTEE
RETIVE SCIENCE FAIR JUDGE
Interests/Activities:
TRADEL
TARD LANDSCATING
READING
•
Why do you desire to serve on this/these Board(s)?
MY MEMBERSHIP CAN PROVIDE TO THIS GITY COMMITTEE WHICH
HUG EXTENSIVE EXPERIENCE IN BOTH THE REVIEW AND PREPARATION
OF A JUSTIFIED BURGET RELOWIMENDATION.
How did you learn about the vacancy? Cape Corai Website 🔟 Newspaper Facebook Word of Mouth

A resume or separate sheet with additional information may be included.

Florida law requires that members of certain Boards file a financial disclosure form. Would you be willing to file a financial disclosure form? Yes $\underline{X'}$ 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).

h. Appler Signature

Nug 22, 2018

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 ONL Interviewed:	.Y Date:	Yes	No
Council Action:	Date:		



4258 Coronado Parkway Cape Coral, F1 33904 September 18, 2006

from the desk of.

PHILIP R. BOLLER, P.E

Background & Experience

Educational Background

- * BS, Civil Engineering, Rose-Hulman Institute of Technology
- * Construction Management, Pepperdine Law School
- * Administration of Contracts, Michigan State University
- * Executive Management, Indiana University
- * Sewage Construction & Treatment Design, American Public Works
- * Board Certified Environmental Engineer, American Acadamey of E. E.
- * Total Quality Management Training, Indiana Vo-Tecnology

Professional Engineering Experience

- * City Engineer, Cape Coral, Florida
- * Stormwater Special Master, Cape Coral, Florida
- * Member Of Citizen Advisory Committee, Cape Coral, Florida
- * Member of Budget Review Committee, Cape Coral, Florida
- * City Engineer, Fort Wayne, Indiana
- * Director Of Utilities, Fort Wayne, Indiana
- * Town Board Member, Pendleton, Indiana

Civic & Professional Activities

- * Lee County Leadership
- * Habitat For Hummanity, APWA Team
- * Cape Coral Engineers Club
- * People To People International
- * APWA Academy Director, Fort Myers
- * Knights Of Columbus, Cape Coral
- * Who's Who In Environmental Engineering

RECEIVED

CITY OF CAPE CORAL **APPOINTMENT INFORMATION FORM** •

Initials:____MB___

AUG 1 6 2018

This Appointment Information Form, when completed, signed and filed with the (City Clerk's Office.
is a PUBLIC RECORD under Chapter 119, Florida Statutes, and, therefore, is open to	public inspection borny
person.	CITY CLERKS OFFICE
YOU ARE RESPONSIBLE TO KEEP THE INFORMATION ON THIS FORM CURRENT.	APPLICATIONS WILL
NE DEFINITE OF SECTIO OF STATE OF SECTION AND AND AND AND AND AND AND AND AND AN	

BE RETAINED IN THE CLERK'S OFFICE IN ACCORDANCE WITH STATE RECORDS RETENTION LAWS.

Please Type, if possible (or print clearly)	Date: 8/14/18
Name: Botkin	(First) (Middle)
	voh. rr.com
-	Lope Cora L, FL. Zip Code 33993
(0)N!A	Zip Code
Phone: (H) (937) 102-7552 (O)	Zip Code N/A (C) Same as home
	unditor of State
Employer:	Position: Chief Auditor How Long: 28 yrs. 7
Education: Highest education level achieved and ir <u>Name & Location</u>	nstitutions attended: Dates Attended Degrees Earned
Wright State University	1980-1985 B.S. Accounting
- Fairbora, Ohio	ک
Have you ever held a professional or business licens If "Yes", please provide the title, issue date and issue <u>License/Certificate Title</u>	se or certificate? Yes No_X ing authority. <u>Issue Date</u> <u>Issuing Authority</u>
	· · · · · · · · · · · · · · · · · · ·
Board(s) /Commission(s) for which you are applying	Budget Review Committee
1. Are you a U.S. Citizen?	Yes_X No
2. Are you a Cape Coral Resident?	Yes_X No
3. Are you <u>currently</u> serving on a City Board(s)?	Yes_X No
If yes, which Board(s) and since when? Budget Review Committee	1/8/18 - 9/30/18
 Have you ever served on a City Board(s)? 	Yes 🖌 No
If yes, which Board(s) and when?	
See	Above
5. Are you <u>currently</u> serving on a Board, Authority, c	or Commission for another governmental agency?
Yes No X If yes, what Board, etc. a	and since when?

Work Experience: Rayon / Audit 76 sta arearow. 0,0000 governmente مى eliente Community Involvement: Ec Interests/Activities: 1 Why do you desire to serve on this/these Board(AVPIRM ence How did you learn about the vacancy? ____ , Cape Coral Website 🔀 Newspaper 🔄 Facebook _ Word of Mouth

A resume or separate sheet with additional information may be included.

Florida law requires that members of certain Boards file a financial disclosure form. Would you be willing to file a financial disclosure form? Yes <u>X</u> 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).

a/is/ia Date

Signature

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 ONI Interviewed:	JY	Yes	No
Council Action:	Date:	 •	

CITY OF CAPE CORAL APPOINTMENT INFORMATION FORM

		RE	CEIVED
	OF CAPE CORAL T INFORMATION F	OPM	by mail
			•
This Appointment Information Form, wh	en completed, signed and	filed with the City Clerk's O	ffice;
is a PUBLIC RECORD under Chapter 119, Fl	orida Statutes, and, theref person.	or of the ober to banne unsheer	ion by any F CAPE CORAL
YOU ARE RESPONSIBLE TO KEEP THE INFORM BE RETAINED IN THE CLERK'S OFFICE IN ACC	MATION ON THIS FORM	M CURRENT. APPLICAVE	ONX SULLICE
Please Type, if possible (or print clearly)	Date:	9/6/18	-
	Joanne		_
(Last) (Fi	irst)	(Middle)	
E-mail address:			_
Address: (H) 4615 SW 25th Place	Zip Co	ode <u>33914</u>	_
(0)	Zip Co	ode	_
Phone: (H) 239 984 2180 (O) (O)	(C)	214 435 3167	
Occupation: Recently laid off. 30+ years in Busine	ss Operations, Manageme	ent, Finance, Consulting, Sal	es, HR, Payroll
Employer: Most recent - Conduent Bus Ser	Position: Operations Ma	nager How Long: 16 yea	, ars
Education: Highest education level achieved and institu Name & Location Da		grees Earned	
University of Dayton. Graduated in 1979 with BS in I	Business Admin		
Southern Methodist University. Graduated in 1982	with MBA.		
Have you ever held a professional or business license or If "Yes", please provide the title, issue date and issuing a <u>License/Certificate Title</u> Iss Texas CPA license. Renews annually in October. I	authority. nue Date Issu	_ No uing Authority exas Board.	
Board(s) /Commission(s) for which you are applying:			_
Budget Review Com		N-	<u> </u>
1. Are you a U.S. Citizen?	Yes X		
2. Are you a Cape Coral Resident?	Yes <u>X</u>		
3. Are you <u>currently</u> serving on a City Board(s)?	Yes	No <u>X</u>	
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, or C Yes No <u>X</u> If yes, what Board, etc. and	-	emmental agency?	

Work Experience:

Banking - Treasury, Finance, Budget Manager, Lending Officer.

Consulting - Business Process Consulting, Sales, Practice Management, Budget Oversight

Operations Manager - HR and Payroll Management, Project Management, Budget Oversight.

Community Involvement:

Church, Food Bank, Water Quality, Library

Interests/Activities:

Water activities, Biking, Culinary, Reading, Gardening

Why do you desire to serve on this/these Board(s)?

Want to get engaged in city management in non-elected role. I now have the time to pursue this activity.

How did you learn about the vacancy? ____ Cape Coral Website ____ Newspaper ____ Facebook ____ Word of Mouth

A resume or separate sheet with additional information may be included.

Florida law requires that members of certain Boards file a financial disclosure form. Would you be willing to file a financial disclosure form? $Yes \times No_{---}$

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.

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I understand the responsibilities associated with being a Board member, and I have adequate time to serve on the above Board(s).

Signature

9/6/18 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 ONI Interviewed:	.Y Date:	Yes	No
Council Action:	Date:		

*			RECEIVE
	CITY OF CAPE (NTMENT INFORM		
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allsAppointmentInformation	ນມີດາມປະທຳອາເດດມານໃຊ້ໃຊ້ໃ	<u>ໄດ້ອາຊັໄຄນໃນມີຄາໜີມີເມລິ</u>	Comillopsing
balPUBMERECORD under Chap	ter 1119, Florida Statute person	sand therefore is open to pub	liclinspectionby/a
YOU ARE RESPONSIBLE TO KEEP TH	E INFORMATION ON	THIS FORM CURRENT. AF	PLIXAFRONS
BE RETAINED IN THE CLERK'S OFFI	CE IN ACCORDANCE	WITH STATE RECORDS RE	TENTION LAW
Please Type, if possible (or print clearly)		Date: August 30, 2018	
Name: Smith		Paul (Middle)	
(Last)	(First)	(Middle)	
E-mail address: genesmith2325@gmail.com			
Address: (H) <u>2325 SW 22nd Terrace</u> , Cape C			
(O) <u>na</u>		Zip Code	
Phone: (H)	(0)	(C) <u>(307)870-7160</u>	
Occupation: Retired			
-			
Employer:	Position:	How Long	-
Education I links t advantion lavel askis	d and institutions attands	4.	
Education: Highest education level achieve Name & Location	Dates Attended	Degrees Earned	
niversity of Wyoming, Laramie, Wyoming	1966- 1 971	BS, Electrical Engineeri	ng
niversity of Utah, Salt Lake City, Utah	1971-1972	BS Meteorology	
	1	W W W	
Have you ever held a professional or busines: If "Yes", please provide the title, issue date a		Yes No_X	
License/Certificate Title	Issue Date	Issuing Authority	
			·
Board(s) /Commission(s) for which you are a	nnlving.		
	.ррлушд.		
Budget Review Committee			
1. Are you a U.S. Citizen?		Yes X No	
2. Are you a Cape Coral Resident?		Yes <u>X</u> No	
3. Are you currently serving on a City Board	(s)?	Yes <u>X</u> No	
If yes, which Board(s) and since when?			
Alternate on Budget Review Committee si	ince July, 2018		
Have you ever served on a City Board(s)?		Yes X No	
If yes, which Board(s) and when?			
Alternate on Budget Review Committee s	ince July 2018 plus City	Boards in Green River MIV chow	m on Page 2
		· · · · · · · · · · · · · · · · · · ·	
5. Are you <u>currently</u> serving on a Board, Auth	hority, or Commission for	r another governmental agency?	
Yes No X If yes, what Boar	d, etc. and since when?		

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Work Experience:

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See page 3, below.

Community Involvement:

Completed Cape Coral Citizen's Academy Poll Worker for last three years

Volunteer activities for St Katharine Drexel and for Christian Life Fellowship churches

Interests/Activities:

Sailing: Have a 30 foot Catalina at Burnt Store Marina, sail regularly

Woodworking: Have built some furniture, enjoy small projects, home improvement, etc.

Travel: Some abroad, some back to Wyoming to visit family and friends, some in Florida and the rest of this county.

Why do you desire to serve on this/these Board(s)?

I have enjoyed my short time on the Board and believe I have and will continue to contribute and make a positive

difference for my community. I have previous budgeting experience, both industrial and governmental.

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 X 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).

nef-Smith Signature

August 30, 2018
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 ONL Interviewed:	Y Date:	Yes	No
Council Action:	Date:		No

Work Experience:

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1971 - 1974 Commissioned Officer in United States Air Force. First ten months was at the University of Utah studying Meteorology, then worked as a Weather Forecaster for a year before being promoted to Chief Forecaster. Honorably discharged.

1974-1978 Worked Construction as a Carpenter.

1978 - 2010 Started as an Electrical Engineer in 1978, working in the Utilities Department in FMC's Green River Site, producing alkali chemicals. Served as an Electrical Maintenance Engineer from 1984 - 1990. Returned to the Utilities Department in 1990 with a promotion to Area Supervisor. Supervised department operations from 1990 - 2002. In 2002, promoted to Department Superintendent where I served until retirement in 2010. Managed operation, engineering and administrative functions, including an operating budget of \$25 million, plus a capital budget that varied from \$9 to \$20 million each year.

1997-2004 Planning and Zoning Commission for the City of Green River, Wyoming, Chairman for last four years.

2009 - 2010 Board of Adjustments for the City of Green River.

2005 - 2010 Joint Powers Water Board, Chairman for 2 years. Provided potable water (treatment of river water and distribution) for the communities of Sweetwater County, Wyoming.

2010-2012 City Council of Green River, Wyoming.

BUDGET REVIEW COMMITTEE

		INITIAL	LAST	TERM
MEMBERS	PHONE NUMBERS	APPOINT	REAPPOINT	EXPIRES
Beatrice Jacquet-Castor 226 SE 15th Street Cape Coral, FL 33990	239 878-5898	1/8/2018		9/30/2020
William Osborn 1007 NW 7th Place Cape Coral, FL 33993	217 358-0737	9/18/2017	1/8/2018 (reg.)	9/30/2020
Gary Eidson 253 Bayshore Drive Cape Coral, FL 33904	239 825-5216	1/8/2018	7/30/2018	9/30/2020
CHAIR George Starner 4726 NW 38th Avenue Cape Coral, FL 33993	989-7400(c)	6/6/2016	9/18/2017	9/30/2020
Michael Botkin 618 NW 3rd Street Cape Coral, FL 33993	937 602-7552	1/8/2018		9/30/2018
Jerome Doviak EXEMPT		6/6/2016		9/30/2018
VICE CHAIR Harvey Wolfson 120 NW 25th Pl Cape Coral, FL 33993	283-2572 (h) 565-9273 (c)	6/11/2012	9/28/2015	9/30/2018
ALTERNATE Gene Smith 2325 SW 22nd Terrace Cape Coral, FL 33991	307 870-7160	7/30/2018		9/30/2018
	226 SE 15th Street Cape Coral, FL 33990 William Osborn 1007 NW 7th Place Cape Coral, FL 33993 Gary Eidson 253 Bayshore Drive Cape Coral, FL 33904 CHAIR George Starner 4726 NW 38th Avenue Cape Coral, FL 33993 Michael Botkin 618 NW 3rd Street Cape Coral, FL 33993 Jerome Doviak EXEMPT VICE CHAIR Harvey Wolfson 120 NW 25th Pl Cape Coral, FL 33993 ALTERNATE Gene Smith 2325 SW 22nd Terrace	Beatrice Jacquet-Castor 226 SE 15th Street Cape Coral, FL 33990239 878-5898William Osborn 1007 NW 7th Place Cape Coral, FL 33993217 358-0737Gary Eidson 253 Bayshore Drive Cape Coral, FL 33904239 825-5216CHAIR George Starner 4726 NW 38th Avenue Cape Coral, FL 33993989-7400 (c)Michael Botkin 618 NW 3rd Street Cape Coral, FL 33993937 602-7552Jerome Doviak EXEMPT283-2572 (h) 565-9273 (c)VICE CHAIR Harvey Wolfson 120 NW 25th Pl Cape Coral, FL 33993283-2572 (h) 565-9273 (c)ALTERNATE Gene Smith 2325 SW 22nd Terrace307 870-7160	MEMBERSPHONE NUMBERSAPPOINTBeatrice Jacquet-Castor 226 SE 15th Street Cape Coral, FL 33990239 878-58981/8/2018William Osborn 1007 NW 7th Place Cape Coral, FL 33993217 358-07379/18/2017Gary Eidson 253 Bayshore Drive Cape Coral, FL 33904239 825-52161/8/2018George Starner 4726 NW 38th Avenue Cape Coral, FL 33993989-7400 (c)6/6/2016Michael Botkin 618 NW 3rd Street Cape Coral, FL 33993937 602-75521/8/2018Jerome Doviak EXEMPT283-2572 (h) 565-9273 (c)6/6/2016VICE CHAIR Harvey Wolfson 120 NW 25th Pl Cape Coral, FL 33993283-2572 (h) 565-9273 (c)6/11/2012ALTERNATE Gene Smith 2325 SW 22nd Terrace307 870-71607/30/2018	MEMBERSPHONE NUMBERSAPPOINTREAPPOINTBeatrice Jacquet-Castor 226 SE 15th Street Cape Coral, FL 33990239 878-58981/8/2018William Osborn 1007 NW 7th Place Cape Coral, FL 33993217 358-07379/18/20171/8/2018 (reg.)Gary Eidson 253 Bayshore Drive Cape Coral, FL 33994239 825-52161/8/20187/30/2018Gary Eidson 253 Bayshore Drive Cape Coral, FL 33904239 825-52161/8/20169/18/2017CHAIR George Starner 4726 NW 38th Avenue Cape Coral, FL 33993989-7400 (c)6/6/20169/18/2017Michael Botkin 618 NW 3rd Street Cape Coral, FL 33993937 602-75521/8/20181/8/2018Jerome Doviak EXEMPT283-2572 (h) 565-9273 (c)6/6/20169/28/2015VICE CHAIR Harvey Wolfson 2283-2572 (c)283-2572 (c)

Item A.(1) Number: 9/24/2018 Date: 9/24/2018 Item ORDINANCES/RESOLUTIONS -Type: Public Hearings





TITLE: Ordinance 62-18 Public Hearing

REQUESTED ACTION:

Approve or Deny

STRATEGIC PLAN INFO:

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

No 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:

An ordinance declaring Lots 7-8, Block 4406, Unit 63, Cape Coral Subdivision, as unusable municipal surplus real property not projected to be used for municipal purposes; authorizing the City Manager to exchange said municipal surplus property for real property described as Lots 53-54, Block 4406, Unit 63, Cape Coral Subdivision; said property is required for future Fire Station #12; authorizing the conveyance of the surplus real property described herein pursuant to Section 2-155 of the Code of Ordinances; authorizing and directing the Mayor and Clerk to execute a deed conveying the aforementioned surplus real property.

LEGAL REVIEW:

Brian R. Bartos, Assistant City Attorney

EXHIBITS:

Ordinance 62-18 Property Appraiser Sheets, Location Map, Site Map, Concept Site Plan, Appraisals Fire Station 12 Concept Site Plan Location Map

PREPARED BY:

Division- Department-City Attorney

SOURCE OF ADDITIONAL INFORMATION:

Dawn Andrews, Property Broker

ATTACHMENTS:

Description

- D Ordinance 62-18
- Backup Information
- D Fire Station 12 Concept Site Plan
- Location Map
- Location Map displayed at meeting

Туре

Ordinance Backup Material Backup Material Backup Material Backup Material

ORDINANCE 62 - 18

AN ORDINANCE DECLARING LOTS 7 AND 8, BLOCK 4406, UNIT 63, CAPE CORAL SUBDIVISION, AS UNUSABLE MUNICIPAL SURPLUS REAL PROPERTY NOT PROJECTED TO BE USED FOR MUNICIPAL PURPOSES; AUTHORIZING THE CITY MANAGER TO EXCHANGE SAID MUNICIPAL SURPLUS PROPERTY FOR REAL PROPERTY DESCRIBED AS LOTS 53 AND 54, BLOCK 4406, UNIT 63, CAPE CORAL SUBDIVISION; SAID PROPERTY IS REQUIRED FOR FUTURE FIRE STATION #12; AUTHORIZING THE CONVEYANCE OF SURPLUS REAL PROPERTY DESCRIBED HEREIN PURSUANT TO SECTION 2-155 OF THE CITY OF CAPE CORAL CODE OF ORDINANCES; AUTHORIZING AND DIRECTING THE MAYOR AND CLERK TO EXECUTE A DEED CONVEYING THE AFOREMENTIONED SURPLUS REAL PROPERTY; PROVIDING SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the City of Cape Coral acquired a certain parcel of real property located at 2117 Chiquita Boulevard South which has been determined by the City Manager to be surplus real property not projected to be used for municipal purposes; and

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

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

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

WHEREAS, the City Council desires to convey the subject parcel as surplus real property pursuant to Section 2-155 of the City of Cape Coral Code of Ordinances in exchange for a portion of the real property located at 2120 SW 15th Place; and

WHEREAS, a portion of the property located at 2120 SW 15th Place is required to complete the assemblage of property for the construction of future Fire Station #12; and

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

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

SECTION 1. The City Council hereby declares the real property described as Lots 7 and 8, Block 4406, Unit 63, Cape Coral Subdivision, as recorded in Plat Book 21, Pages 101 through 112, inclusive, in the Public Records of Lee County, Florida, as surplus real property not presently used for municipal purposes, nor projected in the foreseeable future to be used for municipal purposes.

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

SECTION 3. City Council hereby accepts the Real Estate Exchange Contract, previously approved by the City Council on May 14, 2018, and attached hereto and made a part hereof as Exhibit A, from Jesus and Nancy Blazquez agreeing to exchange a portion of the real property located at 2120 SW 15th Place for the City-owned property located at 2117 Chiquita Boulevard South. The exchange includes the assumption by the City of the unpaid balance of the utility assessments on the subject property and payment by the City of all closing costs necessary to facilitate the exchange of properties.

SECTION 4. The Mayor and City Clerk are hereby authorized to convey, by effectuating a warranty deed, the property described in Section 1 to Jesus Blazquez and Nancy Blazquez, Husband and Wife.

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

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

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

JOE COVIELLO, MAYOR

VOTE OF MAYOR AND COUNCILMEMBERS:

COVIELLO	 NELSON	
GUNTER	 STOKES	
CARIOSCIA	 WILLIAMS	
STOUT	 COSDEN	

ATTESTED TO AND FILED IN MY OFFICE THIS _____ DAY OF _____ 2018.

REBECCA VAN DEUTEKOM CITY CLERK

APPROVED AS TO FORM:

tot, BRIAN R. BARTOS

ASSISTANT CITY ATTORNEY ord\Surplus Property Exchange-Fire Station #12 Blazquez

REAL ESTATE EXCHANGE CONTRACT

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

THIS AGREEMENT, made and entered into this ______ day of ______ day of ______, 2013

by and between CITY OF CAPE CORAL, a Florida Municipal Corporation, hereinafter referred to as

"FIRST PARTY" and Jesus Blazquez and Nancy Blazquez, Husband and Wife, hereinafter referred

to as "SECOND PARTY."

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

Exhibit A

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;
- 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**.

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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.

	BY:		
Witness to A. John Szerlag		A. John Szerlag City Manager	Date
Witness to Rebecca van Deutekom	BY:	Rebecca van Deutekom City Clerk	Date
<u>Aarcin</u> Witness Print Name: <u>Marieleva Sar</u> cia <u>Aurcia</u> Witness Print Name: <u>Marieleva Sarcia</u>	BY:_ BY:_	Jesus Blazquez Maul OC Nancy Blazquez	Date Date Manguo Date 1/31/1
APPROVED AS TO FORM:			Cribed before ma JAA_20 LA M M AL SEAL VA GARCIA
Dolores D. Menendez, City Attorney	-	NOTARY PUBL	C - NEW JERSEY pires 6/16/2018

CITY OF CAPE CORAL, FLORIDA

	-	
STRAD: 27-	Property 44-23-C4-04406.0	Data 070 Folio ID: 10077069
Owner Of Record	11 25 01 01100.0	[Tax Map Viewer]
CITY OF CAPE CORAL c/o REAL ESTATE DIVISION PO BOX 150027 CAPE CORAL FL 33915		04406 0090
Site Address 2117 CHIQUITA BLVD S CAPE CORAL FL 33991 Property Description Do not use for legal documents!	0	04406 0070 04406 0500
CAPE CORAL UNIT 63 BLK 4406 PB 21 PG 53 LOTS 7 + 8 Classification / DOR Code VACANT GOVERNMENTAL / 80		C4406 0050
		[Pictometry Aerial Viewer]
Just 11,000 As C	· · · · · ·	Image of Structure
Attributes	ர	Se IMAGE
Units 3 Frontage	1.00 80	NOT
Depth Total Number of Buildings	125 0	AVAILABLE
Total Bedrooms / Bathrooms	0	
Total Living Area 😉	0	LEE COUNTY
1st Year Building on Tax Roll 🔒	N/A	
Historic District	No	
+	Exempti	ons
+	👸 Values (201	7 Tax Roll)
+	Taxing Aut	norities
+	Sales / Trans	sactions
+ Build	ing/Constructi	on Permit Data
+ F	Parcel Number	ing History
+	Location Info	ormation
+ Soli	d Waste (Garba	age) Roll Data

Lee County Property Appraiser



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



http://leepa.org/Display/DisplayParcel.aspx?FolioID=10077088







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NOLLEWSSID CARE CORAL SUBDIVISION, UNIT 63, according to Plat a 46 through 81, of the Public Records of Lee County, Florida, being all of 8, and Lots 53 through 58, together with a portion of the vacated alley in 5, said parcel being more particularly described as follows: the west 1/4 corner of Section 27, Township 44 South, Range 23 East; 15°E a distance of 764.42 feet along the westerly line of the SVI/4 of said noe N893'33°E a distance of Job feet to the northwest corner of Lot 8, d a point on the easterly right of way line of Chiquita Boulevard South the Point of Beginning; Thence continuing N893'4'38°E a distance of rg the centerline of Lot 83 and the easterly prolongation to of the ofreesid 20 foet wide alley; Thence SOU20'1'E' a distance of rg the centerline of Suid alley to an intersection with the westerly prolongation to of way line of SW 15th Place (60' right of way); Thence SOU20'4'E' a distance of r a chord which bears S44'36'55'W a distance of 335.32 feet to the point of a northwest having a radius of 25.00 feet; Thence and curve to the northeast corner of Lot 63; and a point of the of way line of SW 15th Place (60' right of way); Thence SOU20'4'E' a southerly right of way line of the point of a corner of 220.31 feet diong said right of way line to the point of a corner of 220.31 feet diong said right of way line to the point of a corner of tangency on the easterly right of way line to the point of the point of tangency on the easterly right of way line to the point of tangency on the easterly right of way line to the perimeter. NATE: NATE: NATE:	s only for lands described hereo ances.	n, and is not a certification of title, zoning						AND	$\tilde{\Box}$
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a lying in Block 4406, CAPLE CORAL SUBDIVISION, UNIT 63, according to Plat is 48 through 81, of the Public Records of Lee County, Florida, being all of 8, and Lots 53 through 58, together with a portion of the vacated alley in 5, said parcel being more particularly described as follows: the west 1/4 corner of Section 27, Township 44 South, Range 23 East; 57° a distance of 764.42 feet along the westerly line of the SW1/4 of said nee N89'34'38" a distance of 50.00 feet to the northwest corner of Lot 8, d a point on the easterly include alley; Thence SO0'20'10'E a distance of ig the centerline of Lot 83 and the easterly prolongation to an intersection ine of the aforesaid 20 foot wide alley; Thence SO0'20'10'E a 105' feet along said right of way line to the point of a the any line of SW 15th Place (60' right of way); Thence SO0'20'10'E a 105' feet along said right of way line to the point of a curve concave to the northeast corner of Lot 53, and a point on th a dynamic of 32.3 feet through a central angle of 89'53'9', said curve a chord which bears S44'36'55'W a distance of 35.32 feet to the point of curve concave to the northeast having a radius of 25.00 feet; Thence adistance of 220.31 feet along said right of way line to the point of curve concave to the northeast having a radius of 25.00 feet; Thence adistance of 220.31 feet along said right of way line to the point of tangency on the easterly right of way line to the paint of tangency on the easterly will be of Chiquita Boulevard VOD'20'15'W a distance of 29.50.3 feet along said right of way line to the perimeter. WHENCHILLING DEAL STATE AND DEAL ALL ALL ALL ALL ALL ALL ALL ALL ALL	sion or any other entity.				ATI	Π		ЧЧ. М	A K
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d a point on the easterly right of way line of Chiquita Boulevard South (100' and the Point of Beginning; Thence continuing N89'34'38"E a distance of ing the north line of Lot 8 and the easterly prolongation to an intersection ine of the aforesaid 20 foot wide alley; Thence S00'20'10"E a distance of g the centerline of said alley to an intersection with the westerly prolongation e of Lot 53; Thence N89'34'38"E a distance of 135.16 feet along said d north line of Lot 53 to the northeast corner of Lot 53, and a point on ht of way line of SW 15th Place (60' right of way); Thence S00'20'04"E a 5.05 feet along said right of way line to the point of a curve northwest having a radius of 25.00 feet; Thence southwesterly along said that a distance of 39.23 feet through a central angle of 89'53'59", soid curve a chord which bears S44'36'55"W a distance of 35.32 feet to the point of curve concave to the northeast having a radius of 25.00 feet; Thence distance of 220.31 feet along said right of way line to the point of curve concave to the northeast having a radius of 25.00 feet; Thence ong said curve to the right a distance of 39.31 feet through a central angle aid curve is subtended by a chord which bears N45'23'10"W a distance of he point of tangency on the easterly right of way line to the ing; said parcel contains 75,431 square feet, or 1.7317 acres, more or less. six foot wide Public Utilities and Drainage Easement coincident with the perimeter. NATE:	15"E a distance of 764.42 feet o	along the westerly line of the SW1/4 of said			ر کر	~			
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A a chord which bears S44'36'55''W a distance of 35.32 feet to the point of a northerly right of way line of SW 22nd Street (60' right of way); Thence distance of 220.31 feet along said right of way line to the point of curve concave to the northeast having a radius of 25.00 feet; Thence ong said curve to the right a distance of 39.31 feet through a central angle aid curve is subtended by a chord which bears N45'23'10''W a distance of he point of tangency on the easterly right of way line of Chiquita Boulevard N00'20'15''W a distance of 295.03 feet along said right of way line to the ing; said parcel contains 75,431 square feet, or 1.7317 acres, more or less. six foot wide Public Utilities and Drainage Easement coincident with the perimeter.				< (- 4
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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

Stewart & Company

5237 Summerlin Commons Blvd., Suite 305 Ft. Myers, FL 33907 239-275-2207 FAX 239-349-2611 E-mail:billstewart@stewartcoappraisal.com

Real Estate Analysts

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 Ass	sessment a	nd Taxes			
Tax ID	Land	Total	County Rate	Tax Rate	Taxes	
27-44-23-C4-04406.0070	\$10,000	\$10,000	\$19.25	\$19.25	\$193	
Notes:	In addition to the annual City of Ca \$9,998 for 2016.			,		
Sale History:		The survey	5	s not sold in	the last	three years, according to p
				known list abject prope		greements for sale or op
Land:						

		Land Summary	7		
Gross Land	Gross Land	Usable Land	Usable Land	Topography	Shape
Area (Acres)	Area (SqFt)	Area (Acres)	Area (SqFt)		
0.23	10,000	0.23	10,000	Level	Roughly rectangular
	Area (Acres)	Area (Acres) Area (SqFt)	Gross LandGross LandUsable LandArea (Acres)Area (Sq Ft)Area (Acres)	Area (Acres) Area (SqFt) Area (Acres) Area (SqFt)	Gross LandGross LandUsable LandUsable LandTopographyArea (Acres)Area (Sq Ft)Area (Acres)Area (Sq Ft)

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) Effective Date (s) 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



Stewart & Company, Inc.

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:	The site is currently vacant.
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 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 22^{nd} 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



Stewart & Company, Inc.

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 AuthorityLee County

Assessment Year 2016

Real Estate Assessment and Taxes					
Tax ID	Land	Total	County Rate	Tax Rate	Taxes
27-44-23-C4-04406.0070	\$10,000	\$10,000	\$19.25	\$19.25	\$193
Notes:	In addition to th	e ad valoren	nassessmer	nt, there are nu	imerous

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

L	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.

- 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.
- 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 <u>+ Land Value</u> = 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



<u>Property Identification</u>	7945
Record ID	Commercial, Mixed-Use
Property Type	2113 Chiquita Boulevard South, Cape Coral, Lee County,
Address	Florida 33991
Tax ID	27-44-23-C4-04406.0090
Sale Data Grantor Grantee Sale Date Deed Book/Page Property Rights Conditions of Sale Financing Sale History Legal Desc. Verification Sale Price Cash Equivalent	Arthur Iscurci E & S Ramsey Enterprises, LLC March 08, 2016 2016000051603 Fee simple Arm's length Cash to seller None in the prior three years Lots 9 & 10, Block 4406, Cape Coral Unit 63 MLS; Other sources: Public Records \$8,000 \$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
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	0.230 Acres or 10,019 SF
<u>Indicators</u> Sale Price/Gross Acre Sale Price/Gross SF	\$89,735 Adjusted \$2.06 Adjusted

<u>**Remarks**</u> This is a small commercially zoned site within this area.

Land Sale No. 2



Property Identification Record ID Property Type Address

Tax ID

7898Commercial1228 SW Santa Barbara Boulevard, Cape Coral, Lee County,Florida 3399123-44-23-C3-01976.0710

<u>Sale Data</u>	
Grantor	TRSR Holding, LLC
Grantee	Rayan Al-Hebshi
Sale Date	August 29, 2016
Deed Book/Page	2016000186387
Property Rights	Fee simple
Conditions of Sale	Arm's length
Financing	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 Coral
Verification	MLS and public records, Confirmed by William Stewart
Sale Price	\$30,500
Cash Equivalent	\$30,500

Land Sale No. 2 (Cont.)

C-1, Commercial Level and cleared Full public Rectangular CP, City of Cape Coral Neighborhood commercial Good, no median cut 108
0.372 Acres or 16,204 SF 150 ft Total Frontage: 150 ft \$107,360 Adjusted \$2.46 Adjusted

<u>Remarks</u> 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



<u>Property Identification</u> Record ID Property Type Address	7901 Commercial 2272 and 2712 SW 8th Place, Cape Coral, Lee County, Florida
Tax ID	33991 34-44-23-C2-03169.0750; .0810
<u>Sale Data</u> Grantor	Sullico II, LLC
Grantee	Goodwin Construction Corporation
Sale Date Deed Book/Page	September 08, 2016 2016000194121
Property Rights	Fee simple
Conditions of Sale	Arm's length
Financing	Cash to seller
Sale History	No market transaction in the prior three years
Legal Desc.	Lots 75-77 and 81-82, Blk 3169, U 66, Cape Coral
Verification	MLS and public records, Confirmed by William Stewart
Sale Price Cash Equivalent Upward Adjustment Adjusted Price	\$40,000 \$40,000 \$28,528 Assumed utility loan \$68,528
<u>Land Data</u> Zoning	C-1, Commercial

Land Sale No. 3 (Cont.)

Topography	Level and cleared
Utilities	Full public
Shape	Rectangular
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 Front Footage <u>Indicators</u> Sale Price/Gross Acre Sale Price/Gross SF Sale Price/Front Foot	0.600 Acres or 26,136 SF 170 ft Total Frontage: 170 ft \$114,213 Adjusted \$2.62 Adjusted \$403 Adjusted

<u>Remarks</u> 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 Property Type Address

7944 Commercial, Mixed-Use 1719 Chiquita Boulevard South, Cape Coral, Lee County, Florida 33991 27-44-23-C1-04415.0060

Tax ID

Sale Data Grantor Grantee Sale Date Deed Book/Page Property Rights Conditions of Sale Financing Sale History Legal Desc. Verification

Sale Price Cash Equivalent Upward Adjustment Adjusted Price Aneesa Gaffar Thomas J. Lundrigan November 28, 2016 2016000251697 Fee simple Arm's length Cash to seller None in the prior three years Lots 6 and 7, Block 4415, Cape Coral Unit 63 Public Records; Confirmed by William Stewart

\$15,000 \$15,000 \$9,455 Fees and assessments assumed \$24,455

Land Sale 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	0.263 Acres or 11,456 SF
<u>Indicators</u> Sale Price/Gross Acre Sale Price/Gross SF	\$92,985 Adjusted \$2.13 Adjusted

<u>**Remarks**</u> This is a small commercially zoned site within this area.

Land Listing No. 5



<u>Property Identification</u>	7946
Record ID	Commercial, Mixed-Use
Property Type	2113 Chiquita Boulevard South, Cape Coral, Lee County,
Address	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 Rights	Fee simple
Conditions of Sale	Arm's length
Financing	Cash 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 Topography Utilities Shape Flood Info Future Land Use Plan Highest and Best Use	MR, Marketplace Residential Level and cleared Full public Rectangular AE-7 Commercial Activity Center-Cape Coral Neighborhood commercial development
Access	Good
<u>Land Size Information</u> Gross Land Size	0.230 Acres or 10,019 SF
<u>Indicators</u> Sale Price/Gross Acre Sale Price/Gross SF	\$132,783 Adjusted \$3.05 Adjusted

<u>Remarks</u> 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 SoldŸ FinancingŸ Conditions of Sale
- Ÿ Infrastructure

Ÿ Market Trends
Ÿ Location
Ÿ Physical Characteristics
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.

Villang Alte

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.

May

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

Stewart & Company, Inc.

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.
- S Appraisal Institute. *The Dictionary of Real Estate Appraisal*. 5th ed. 2010. Print.

Effective Date

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

Real Estate Analysts

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**.

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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:		
R	eal Estate Asso	essment and Taxes
Tax ID	Land	Total County Tax Rate 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
	In addition to th City of Cape Co The outstanding	ral annual as	ssessments	which total \$3	,622.
	\$10,530, prorate ownership.	d from the to	otal for the f	ive lots in the	same
Sale History:		The su record		not sold in	the las

There are no known listings, agreements for sale or options involving the subject property.

			Land Summ	ary		
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

Land:

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): Value Conclusion(s) Effective Date (s)	

ttective Date (s)April 27, 2017Property RightsFee 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.

Stewart & Company, Inc.

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



Stewart & Company, Inc.

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 15 th Place. The site is just north of SW 22 nd 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 th City of Cape Co The outstanding \$10,530, prorated ownership.	ral annual as g balance for	ssessments r the utility	which total \$3 assessments is	,622. S

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-rate 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 <u>+ Land Value</u>

= 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



<u>Property Identification</u> Record ID Property Type Address Tax ID	7943 Commercial, Mixed-Use 1912 SW 15th Place, Cape Coral, Lee County, Florida 33991 27-44-23-C1-04414.0520
<u>Sale Data</u>	
Grantor	United Petro Management Inc.
Grantee	Strategic Rental Properties, FL, LLC
Sale Date	September 06, 2016
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 52-55, Block 4414, Cape Coral Unit 63
Verification	Public records
Sale Price	\$49,900
Cash Equivalent	\$49,900
Upward Adjustment	\$21,764 Fees and assessments assumed
Adjusted Price	\$71,664
<u>Land Data</u> Zoning	MR, Marketplace Residential

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Land Sale No. 1 (Cont.)

Topography Utilities Shape Flood Info Future Land Use Plan Highest and Best Use Access	Level and cleared Full public Rectangular AE-7 Commercial Activity Center-Cape Coral Neighborhood commercial development Good
<u>Land Size Information</u> Gross Land Size	0.459 Acres or 19,994 SF
<u>Indicators</u> Sale Price/Gross Acre Sale Price/Gross SF	\$156,131 Adjusted \$3.58 Adjusted

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

Land Sale No. 2



<u>Property Identification</u> Record ID Property Type Address

7941 Commercial, Mixed-Use 1616 SW 15th Place, Cape Coral, Lee County, Florida 33991 27-44-23-C1-04415.0390

<u>Sale Data</u>

Tax ID

Grantor Grantee Sale Date Deed Book/Page Property Rights Conditions of Sale Financing Sale History Legal Desc. Verification

Sale Price Cash Equivalent Upward Adjustment Adjusted Price Daniel Sudol and Karen Sudol Lynn Franklin LLC November 10, 2016 2016000257340 Fee simple Arm's length Cash to seller None in the prior three years Lots 39, 40, 41 and 42, Block 4415, Cape Coral Unit 63 Public records

\$15,000 \$15,000 \$23,589 Assumed assessments and fees \$38,589

Land Sale No. 2 (Cont.)

Land Data	
Zoning	MR, Marketplace Residential
Topography	Level and cleared
Utilities	Full public
Shape	Rectangular
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 Adjusted
Sale Price/Gross SF	\$1.79 Adjusted

<u>Remarks</u> 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 Property Type Address Tax ID

Sale Data

Grantor Grantee Sale Date Deed Book/Page Property Rights Conditions of Sale Financing Sale History Legal Desc. Verification

Sale Price Cash Equivalent Upward Adjustment Adjusted Price 7942 Commercial, Mixed-Use 1814 SW 15th Place, Cape Coral, Lee County, Florida 33991 27-44-23-C1-04414.0360

4CI-International LLC Sanibel Blake Development LLC November 10, 2016 2016000245681 Fee simple Arm's length Cash to seller None in the prior three years Lots 36-41, Block 4414, Cape Coral Unit 63 Public records

\$75,000 \$75,000 \$30,889 Fees and assessments assumed \$105,889

Land Sale No. 3 (Cont.)

Land Data Zoning Topography Utilities Shape Flood Info Future Land Use Plan Highest and Best Use	MR, Marketplace Residential Level and cleared Full public Rectangular AE-7 Commercial Activity Center-Cape Coral Neighborhood commercial development
Access <u>Land Size Information</u> Gross Land Size <u>Indicators</u> Sale Price/Gross Acre Sale Price/Gross SF	Good 0.689 Acres or 30,013 SF \$153,685 Adjusted \$3.53 Adjusted

<u>Remarks</u> This site, while not fronting on the main artery of Chiquita Boulevard, has land use regulations that dictate commercial development.
Land Listing No. 4



<u>Property Identification</u>	
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 Cash Equivalent Upward Adjustment Adjusted Price \$25,000 \$25,000 \$21,036 Fees and assessments assumed \$46,036

Land Listing No. 4 (Cont.)

<u>Land Data</u>	
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
<u>Land Size Information</u> Gross Land Size	0.344 Acres or 14,985 SF
<u>Indicators</u> Sale Price/Gross Acre Sale Price/Gross SF	\$133,826 Adjusted \$3.07 Adjusted

<u>Remarks</u> 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
Property Type
Address
Tax ID

7948 Commercial, Mixed-Use 1928 SW 15th Place, Cape Coral, Lee County, Florida 33991 27-44-23-C1-04414.0590

Sale Data Grantor Survey Date Deed Book/Page Property Rights Conditions of Sale Financing Sale History Legal Desc. Verification

Listing Price Cash Equivalent Upward Adjustment Adjusted Price

<u>Land Data</u> Zoning Topography April 25, 2017 2016000192078 Fee simple Arm's length Cash to seller None in the prior three years Lots 56-58, Block 4414, Cape Coral Unit 63 Listing broker; Other sources: Realtor.com and Public records, Confirmed by William Stewart

\$38,000 \$38,000 \$26,248 Fees and assessments assumed \$64,248

MR, Marketplace Residential Level and cleared

Sullico II, LLC

Land Listing No. 5 (Cont.)

Utilities Shape Flood Info Future Land Use Plan Highest and Best Use Access	Full public Rectangular AE-7 Commercial Activity Center-Cape Coral Neighborhood commercial development Good
Land Size Information Gross Land Size	0.459 Acres or 19,994 SF
<u>Indicators</u> Sale Price/Gross Acre Sale Price/Gross SF	\$139,974 Adjusted \$3.21 Adjusted

<u>Remarks</u> 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** Conditions of Sale
- ÿ Infrastructure

Ÿ Market Trends
Ÿ Location
Ÿ Physical Characteristics
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.

Mandall

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

Stewart & Company, Inc.

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.
- S Appraisal Institute. *The Dictionary of Real Estate Appraisal*. 5th ed. 2010. Print.

Effective Date

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



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Item A.(2) Number: 9/24/2018 Date: 9/24/2018 Item ORDINANCES/RESOLUTIONS -Type: Public Hearings





TITLE:

Ordinance 67-18 Public Hearing

REQUESTED ACTION:

Approve or Deny

STRATEGIC PLAN INFO:

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

No 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 E: INCREASE QUALITY OF LIFE FOR OUR CITIZENS BY DELIVERING PROGRAMS AND SERVICES THAT FOSTER A SAFE COMMUNITY

PLANNING & ZONING/HEARING EXAMINER/STAFF RECOMMENDATIONS:

SUMMARY EXPLANATION AND BACKGROUND:

On August 6, 1971, the City adopted Ordinance 36-71 which granted to Lee County Electric Cooperative the right, privilege and franchise to operate an electric utility within the City. The ordinance was accepted by LCEC on October 6, 1986. On March 17, 1986, the City ratified, readopted and affirmed Ordinance 36-71. On September 8, 1986, the City adopted Ordinance 63-86 which granted to LCEC the right, privilege and franchise to operate an electric utility within the City, provided for payment by LCEC of 3% of LCEC's revenue every 30 days, and provided for a review of revenues received every ten years.

The term of the franchise ended in 2016 and the City and LCEC have been negotiating the terms of a new franchise. The ordinance reflects the results of the negotiations and sets forth the terms of the franchise.

LEGAL REVIEW:

EXHIBITS:

Ordinance 67-18

PREPARED BY:

Division- Department-City Attorney

SOURCE OF ADDITIONAL INFORMATION:

ATTACHMENTS:

Description

D Ordinance 67-18

Type Ordinance

ORDINANCE 67 - 18

AN ORDINANCE GRANTING TO LEE COUNTY ELECTRIC COOPERATIVE, INC. ("LCEC"), ITS SUCCESSORS, AND ASSIGNS, AN ELECTRIC FRANCHISE; IMPOSING PROVISIONS AND CONDITIONS RELATING THERETO; PROVIDING FOR QUARTERLY PAYMENTS TO THE CITY OF CAPE CORAL, FLORIDA; PROVIDING FOR INCORPORATION, CONFLICT, AND SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Cape Coral, Florida recognizes that the City of Cape Coral and its citizens need and desire the benefits of electric service; and

WHEREAS, the provision of such service requires substantial investments of capital and other resources in order to construct, maintain, and operate facilities essential to the provision of such service in addition to costly, administrative functions, and the City of Cape Coral does not desire to undertake to provide such services; and

WHEREAS, Lee County Electric Cooperative, Inc. is a corporation organized under the laws of Florida and has the demonstrated ability to supply such services; and

WHEREAS, Lee County Electric Cooperative, Inc. and the City of Cape Coral desire to enter into a franchise agreement providing for the payment of fees to the City of Cape Coral in exchange for the non-exclusive right and privilege of supplying electricity and other services within the City of Cape Coral, free of competition from the City of Cape Coral, and for the non-exclusive right to construct, operate, and maintain in roads, streets, alleys, bridges, easements, rights-of-way, and other public places, within the City, electric light and power facilities, pursuant to certain terms and conditions; and

WHEREAS, Lee County Electric Cooperative, Inc. understands and acknowledges that policies of the City of Cape Coral strongly favor undergrounding of utilities and the improvement of safety and aesthetics and the City understands and acknowledges the LCEC tariff regarding undergrounding and the Florida Public Service Commission's position on allocation of costs of undergrounding utilities.

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

SECTION 1. The above recitations are hereby found to be true and accurate and are adopted and approved as if set out herein at length.

SECTION 2. The City of Cape Coral, a Florida municipal corporation (hereinafter called "City"), hereby grants to Lee County Electric Cooperative, Inc., its successors, and assigns (hereinafter called "LCEC") for the period of twenty (20) years from the effective date hereof, the nonexclusive right, privilege, and franchise (hereinafter called "Franchise") to construct, operate, and maintain in, under, upon, along, over, and across the present and future roads, streets, alleys, bridges, easements, rightsof-way, and other public places (hereinafter called "Public Rights-of-Way") throughout all of the incorporated areas, as such incorporated areas may be constituted from time to time, of the City, in accordance with LCEC's customary practice and practices prescribed herein, with respect to construction and maintenance, electric light and power facilities, including, without limitation, conduits, including underground conduits, poles, wires, transmission and distribution lines, fiber optic, and all other facilities installed in conjunction with or ancillary to all of LCEC's operations (herein called "Facilities") for the purpose of supplying electricity and other services to the City, the inhabitants thereof, and persons beyond the limits thereof. This franchise will renew automatically for one (1) ten (10)-year extension unless either party provides written notification to the other party, at least one hundred eighty (180) days in advance of the date of automatic extension, of its intent to amend or terminate the franchise.

The City recognizes that LCEC must construct, maintain and own or have the lawful use of sites and facilities for the transmission and distribution of electric power in order to adequately serve its customers in the City, and that the City will not unreasonably withhold from LCEC, permits to construct such facilities within the City's Public Rights-of-Way or authorized City-held easements for such placement, unless the operation, construction and maintenance of such facilities would unreasonably interfere with the traveling public's safety and welfare. The City also recognizes and agrees that nothing in this Franchise constitutes or shall be deemed to constitute a waiver of LCEC's delegated and independent right of Eminent Domain.

SECTION 3.

(i) LCEC Facilities shall be installed, located or relocated, so as not to unreasonably interfere with the Public's travel over the Public Rights-of-Way or the reasonable egress from and ingress to abutting properties. To avoid conflicts with the Public's travel, the location or relocation of all LCEC Facilities shall be made in accordance with the City's adopted reasonable rules and regulations as they may be revised, amended, or re-numbered from time to time, for the placement and maintaining of electric utility infrastructure in, under, upon, along, over and across the City's Public Rights-of-Way.

(ii) The City's adopted rules and regulations for the placement of electric utilities in its Rights-of-Way (a) shall not unreasonably prohibit the exercise of LCEC's right to use said Public Rights-of-Way for reasons other than when such use creates an unreasonable interference with the safety of the Public's travel thereon, (b) shall not unreasonably interfere with LCEC's ability to furnish reasonably sufficient, adequate and efficient electric service to all of its customers, and (c) shall not require the relocation of any of LCEC's Facilities installed before or after the Effective Date hereof in any City Public Rights-of-Way unless or until: (1) the City's widening or reconfiguring of the paved portion of any Public Rights-of-Way used by motor vehicles causes such installed LCEC Facilities to unreasonably interfere with motor vehicular traffic, or (2) the location of the LCEC Facilities constitutes an unavoidable hazard to non-motor vehicular traffic exercising reasonable care, taking into account established customs and practices with respect to the placement of utility facilities, and other structures or obstructions commonly installed or located in and around sidewalks and other non-motor vehicular travel ways.

(iii) The City's adopted rules and regulations for the City's electric utility construction permits will recognize and take into consideration that the installation of the above grade (surficial) LCEC Facilities that are installed or relocated in the City's Rights-of-Way after the Effective Date hereof will be installed or relocated at, or as close to the outermost boundaries of the Rights-of-Way to the extent most reasonably possible, unless otherwise permitted by the City in a writing.

(iv) The City will not be liable to LCEC for any costs or expenses relating to any installations or relocations of LCEC's Facilities made pursuant to subparagraphs (i) and (ii), above. However, if the City directs LCEC in a writing signed by the City Manager, to locate or relocate its Facilities in a manner that is not consistent with LCEC's then-existing standard construction methods for such installations or relocations, the City will then be liable to LCEC for those costs under LCEC's then-existing contribution-in-aid of construction policies, unless during the term of this Franchise Ordinance, there are changes in law or rules, or judicial determination(s) that dictate otherwise.

(v) If any construction work is performed in a portion of a City Public Right-of-Way by LCEC in the course of the location or relocation of any of its Facilities, the portion of the Public Right-of-Way where such construction work is performed shall be restored by LCEC at its sole cost and expense to as good a condition as it existed at the time immediately prior to the commencement of such construction work within thirty (30) days after its completion.

(vi) For so long as LCEC remains in substantial compliance with the provisions of this Section, the City will not unreasonably deny LCEC the use of the City's Public Rights-of-Way as defined herein, and will not deny LCEC the necessary City permits to construct, maintain and operate its Facilities within such Public Rights-of-Way, other than what will be reasonable and necessary for the City to preserve the traveling public's safety and welfare from time to time.

(vii) If the City requests LCEC to relocate overhead lines to underground lines, the parties agree that they will use their best efforts to provide for undergrounding in accordance with currently applicable and successor LCEC tariffs. The City shall reimburse LCEC for costs associated with such relocation.

SECTION 4. The City by the grant of this Franchise to LCEC, shall in no way be liable to, or responsible for, in any manner whatsoever, any accident, personal injury, property damage, or any claim or damage that may occur in the construction, installation, operation or maintenance by LCEC, its employees, agents, contractors, sublicensees or licensees for any of its facilities hereunder, except for any damage specifically caused by or arising solely out of the negligence, strict liability, intentional torts or criminal acts of the City. For and in consideration of the sum of One-Hundred and 00/100

Dollars (\$100.00) in hand paid, and other good and valuable consideration accepted by the City, LCEC agrees to indemnify and hold the City harmless from and against any and all liability, loss, costs, damages or expenses, to include any reasonable attorney's fees of the City which may accrue to the City as the result or by reason of any negligence, default or misconduct by LCEC in the construction, operation and maintenance of its facilities hereunder in or on the City's Public Rights-of-Way or any other City granted properties. For the term of this Franchise, LCEC shall maintain general liability insurance in such amounts as are ordinary in the course of LCEC's electric utility business to further support this indemnification. Copies of LCEC's general liability insurance policies shall be provided to the City upon its written request.

SECTION 5.

(i) As a consideration for this Franchise and as reasonable rent for LCEC's use of the City's Public Rights-of-Way granted herein, LCEC shall pay to the City, beginning on the first day of the month immediately following the month in which the Ordinance becomes effective, and then thereafter at the end of each calendar quarter for the remainder of the term of this Franchise, an amount, which when added to the amount of all City licenses, excises, assessments, fees or charges (except ad-valorem property taxes), levied or imposed by the City against LCEC's property, business or operations during the quarterly billing period ending 30 days prior to each such payment, will equal no more than three percent (3%) of LCEC's billed revenues, less actual write-offs, from the sale of electricity to residential, commercial and industrial customers located in the City within LCEC's service territory for the quarterly billing period ending thirty (30) days prior to each such payment (hereinafter, "Franchise Fee").

(ii) It is hereby provided and agreed to by LCEC that the City shall have the unilateral option after the fifth (5th) anniversary date from the implementation of the Franchise Fee, or at any time thereafter, to increase the franchise percentage rate herein to a maximum rate of four and one-half percent (4.5%). Such increase will not be exercised more than twice by the City if an initial increase is less than 4.5% in years to be reasonably selected by the City.

(iii) It is further provided and agreed to by LCEC that the City shall have the unilateral option after the tenth (10th) anniversary date from the implementation of the Franchise Fee to increase the franchise fee to a maximum rate of six percent (6%). Such increase will not be exercised more than twice by the City if an initial increase is less than 6% in years to be reasonably selected by the City.

The increase option(s) will be exercised through a City Ordinance, adopted by the City (iv) Council at a duly advertised Public Hearing. A certified copy will be delivered to LCEC by the City no later than ninety (90) days before the date on which such increase is to become effective following the City Council's adoption of the Ordinance. Any such ordinance adopted after the fifth (5th) anniversary date from the implementation of the Franchise Fee shall provide that LCEC shall pay to the City, no later than thirty (30) days after the end of each succeeding quarterly billing period, an amount which, when added to the amount of all City licenses, excises, assessments, fees or charges (except ad-valorem property taxes), levied or imposed by the City against LCEC's property, business or operations during the quarterly billing period ending 30 days prior to each such payment, will equal no more than four and one-half percent (4.5%) of the billed revenues from the LCEC's sale of electricity, less actual write-offs, to residential, commercial and industrial customers located in the City within LCEC's service territory. Any such ordinance adopted after the tenth (10th) anniversary date from the implementation of the Franchise Fee, shall provide that LCEC shall pay to the City, no later than thirty (30) days after the end of each succeeding quarterly billing period, an amount which, when added to the amount of all City licenses, excises, assessments, fees or charges (except ad-valorem property taxes), levied or imposed by the City against LCEC's property, business or operations during the quarterly billing period ending 30 days prior to each such payment, will equal no more than six percent (6%) of the billed revenues from the LCEC's sale of electricity, less actual write-offs, to residential, commercial and industrial customers located in the City within LCEC's service territory.

(v) It is hereby further provided and agreed to by LCEC, that if during the term of this Franchise Agreement LCEC enters into a franchise agreement with any other municipality or county government, the terms of which provide for the payment of a Franchise Fee by LCEC at a rate greater than six percent (6%) of billed revenues from LCEC's residential, commercial and industrial customers under the same terms and conditions as specified in Section 5 (i), (ii) and (iii) hereof, then LCEC, upon written request of the City, shall negotiate and enter into a new franchise agreement with the City in which the percentage to be used in calculating the monthly payments under Section 5 (i) and (ii), using the same terms and conditions as specified in said Section, shall be at the greater rate being paid to

the other municipality or county, provided however, that if the franchise with such other municipality or county contains additional benefits given to LCEC in exchange for the increased Franchise Rate, and such additional benefits are not contained within this Franchise Agreement, then LCEC shall have the option to include within such new franchise agreement with the City, the additional benefits included in the initiating franchise (i.e., the new municipality or county franchise that initiated the negotiation of the new franchise as contemplated above).

(vi) In the event during the term of this Franchise that LCEC recovers and collects previously written-off and uncollected billed revenues from the sale of electrical energy to residential, commercial, and industrial customers, LCEC shall pay to the City in accordance with this Section and other relevant terms of this Ordinance, the then applicable Franchise Fee payment on such revenues so collected and received, such payment to be made in the next quarterly Franchise Fee payment to the City pursuant to the terms herein following the recovery of the funds.

(vii) The City reserves the unilateral right, at its sole discretion and at any time during the term of this Franchise, to reduce the Franchise Fee, by providing to LCEC a certified copy of an Ordinance adopted by the City Council at a duly advertised Public Hearing, amending the Franchise Ordinance to reduce the Franchise Fee. The certified copy of the Amended Ordinance shall be provided to LCEC no later than thirty (30) days following the City Council's adoption of the Ordinance. The reduced Franchise Fee will be applied by LCEC to its customers as of the date of the adoption of the Franchise Fee Reduction Ordinance unless otherwise provided for in the terms of the Ordinance.

(viii) The City's options hereunder shall be limited solely to the percentages or calculations of the amount of the Franchise Fee to be paid by LCEC as consideration for this Franchise as specifically set forth in this Section. No other Sections or provisions of this Franchise ordinance may be altered, amended or affected by the City without the written concurrence of LCEC. Nothing herein shall require the City to exercise any of its options as outlined under this Section.

SECTION 6.

(i) As consideration during the term of this Franchise, the City agrees not to: (a) engage in the distribution and/or sale, in competition with LCEC, of electric capacity and/or electric energy as set out above to any ultimate consumer of electric utility service ("retail customer") or to any electrical distribution system established solely to serve any customer formerly served by LCEC; (b) participate in any proceeding or contractual arrangement, the purpose or terms of which would be to obligate LCEC to transmit and/or distribute, electric capacity and/or electric energy from any third party to any other LCEC customer's facility; or (c) seek to have LCEC transmit and/or distribute electric capacity and/or electric energy generated by or on behalf of the City at one location to the City's facility at any other location(s).

However, nothing herein shall prohibit the City, if permitted by law, or judicial determination, from: (a) purchasing electric capacity and/or electric energy from any third party, or (b) seeking to have LCEC transmit and/or distribute to any facility of the City, electric capacity and/or electric energy purchased by the City from any third party; provided, however, that before the City elects to purchase electric capacity and/or electric energy from any third party, the City shall notify LCEC in writing. Such written notice shall include a summary of the specific rates, terms and conditions of the proposed purchase which have been offered by the third party and identify the City's facilities to be served under the offer. LCEC shall thereafter have ninety (90) days to evaluate the offer and, if LCEC offers rates, terms and conditions to the City which are equal to or better than those offered by the third party, the City shall be obligated to continue to purchase electric power capacity from LCEC and/or electric energy to serve the identified facilities of the City at the revised rates, terms and conditions for a term no longer than the remainder term of this franchise. If LCEC does not agree to provide rates, terms and conditions which are equal to or better than the third party's offer, then the terms and conditions of this franchise shall continue to remain in full force and effect for its term, and the City shall have the right to proceed with the purchase of either electric capacity or electric energy from the third party.

SECTION 7. If the City grants a right, privilege or franchise to any other party or otherwise enables any other such party to construct, operate or maintain electric light and power facilities within any part of the service territory of LCEC within the unincorporated area of the City on terms and conditions which LCEC determines are more favorable than the terms and conditions contained herein, LCEC may at any time thereafter terminate this Franchise if such terms and conditions are not revised by the City within the time period provided for herein. LCEC shall give the City at least sixty (60) Business Days advance written notice of its intent to terminate. Such notice shall, without prejudice to any of the rights reserved for LCEC herein, advise the City of such terms and conditions offered to the other party that it considers more favorable. The City shall then have sixty (60) Business Days in which to correct or otherwise remedy the terms and conditions complained of by LCEC. If LCEC determines that such terms and conditions are not remedied by the City within said time period, LCEC may terminate this Franchise agreement by delivering written notice by Certified United States Mail to the Mayor with copies to the City Manager, City Attorney and the City Clerk, and thereafter shall not be obligated to pay any Franchise Fee to the City for the use of City Public Rights-of-Way.

SECTION 8. If as a direct or indirect consequence of any legislative, judicial, regulatory or other action by the United States or the State of Florida (or any department, agency, authority, instrumentality or political subdivision of either of them) enacted after the Effective Date of this Ordinance, any person is permitted to provide electric service within LCEC service territory in the incorporated area of the City to a customer then being served by LCEC, or to any new applicant for electric service within any part of the incorporated area of the City in which LCEC may lawfully provide service, and LCEC determines that its obligations hereunder or otherwise resulting from this Franchise in respect to rates and service, place it at a competitive disadvantage with respect to such other person providing the electric service, LCEC may, at any time after the taking of such action, terminate this Franchise if such competitive disadvantage, and which is within the jurisdiction and authority of the City to remedy, is not remedied within the time period provided for in this Section 9. LCEC shall give the City at least sixty (60) Business Days advance written notice sent by United States Mail of its intent to terminate. Such notice shall, without prejudice to any of the rights reserved for LCEC herein, advise the City of the consequences of such action which resulted in the competitive disadvantage. The City shall then have sixty (60) Business Days or such other time as may be agreed to by LCEC in consultation with the City, for the City to correct or otherwise remedy the competitive disadvantage, if it is within the City's jurisdiction and authority to do so. If such competitive disadvantage is not remedied by the City within the determined time period and such remedy is within the City's jurisdiction and authority to do so, LCEC may terminate this Franchise agreement by delivering written notice by Certified United States Mail to the Mayor with copies to the City Manager, City Attorney and City Clerk, and thereafter shall not be obligated to pay any Franchise Fee to the City for the use of City Public Rights-of-Way.

SECTION 9. Failure on the part of LCEC to comply in any substantial respect with any of the provisions of this Franchise shall be grounds for a forfeiture of this Franchise by the City, but no such forfeiture shall take effect if the reasonableness or propriety thereof is protested by LCEC through either administrative or judicial proceedings until there is final determination by a court of competent jurisdiction (after the expiration or exhaustion of all rights of appeal) that LCEC has failed to comply in a substantial manner with any of the provisions of this Franchise. Thereafter, LCEC shall have six (6) months after such final determination to remedy the default before a forfeiture shall result, with a right of the City at its sole discretion to grant such additional time to LCEC for its compliance, if found to be warranted. If the default is not cured within the prescribed time, LCEC shall then immediately forfeit this Franchise.

SECTION 10. Failure on the part of the City to substantially comply with any of the provisions of this Ordinance, including: (a) denying LCEC the use of City Public Rights-of-Way in the LCEC service territory for reasons other than the unreasonable interference with public travel; (b) imposing conditions for the use of Public Rights-of-Way contrary to Florida law or the terms and conditions of this Franchise; or (c) an unreasonable delay in issuing LCEC a use permit, if any such permit is required, to construct facilities in City Public Rights-of-Way pursuant to this Franchise, shall constitute a City breach of this Franchise. LCEC shall notify the City of any such breach in writing sent by United States Mail and the City shall then remedy such breach as soon as practicable, taking into account LCEC's obligation(s) to provide reasonably sufficient, adequate and efficient electric service to its customers; otherwise, within no later than thirty (30) Business Days. Should the breach not be remedied within the specified thirty (30) Business Days, LCEC shall be entitled to withhold up to the maximum of thirty percent (30%) of the payments to the City as provided for in Section 5 herein until such time as the use permit is issued, or a court of competent jurisdiction has reached a final determination with respect to the issue(s) in dispute. In the event that such final determination by the court is in favor of the City as to such issue(s) in dispute, LCEC shall promptly remit to the City all payments withheld hereunder together with simple interest, for the period withheld at the then established rate for judgments pursuant to Florida law.

SECTION 11. The Parties to this Franchise agree that it is in each of their respective best interests to avoid costly litigation as a means of resolving disputes which may arise hereunder. Accordingly, the Parties agree to notify one another in writing sent by United States Mail and any other available

electronic means commonly used in the ordinary course of business when such dispute arises, and agree that prior to pursuing their available legal remedies, they will meet at the senior management level in an attempt to resolve any disputes within no later than thirty (30) Business Days from such notice. If such efforts are unsuccessful, and after an impasse is declared by either of the Parties, then the Parties may exercise any of their other available legal remedies.

SECTION 12. The City may, upon reasonable notice and within ninety (90) days after each annual anniversary date from the Effective Date of this Franchise, examine the records of LCEC relating to the calculation of the franchise payments for the year preceding such anniversary date. Such examination shall be made during normal business hours at the LCEC office where such records are generally maintained. Records not prepared by LCEC in the ordinary course of its business may be provided to the City at the City's expense, and as the Parties may agree in writing. Otherwise, the parties shall bear their own costs of the audit. Any information identifying individual LCEC customers by name, address or individual electric consumptions shall not be recorded in any manner or taken from LCEC's premises by City auditors. Such audit shall be impartial and all audit findings, whether they decrease or increase payment to the City, shall be reported to LCEC. The City's right to examine the records of LCEC in accordance with this section shall not be conducted by any third party employed by the City whose fee, in whole or in part, for conducting such audit is contingent upon the third party's findings of the audit.

SECTION 13. If any of the provisions of this ordinance are found or adjudged to be invalid, illegal, void or of no effect by a court of competent jurisdiction (after the expiration of all rights of appeal), such finding or adjudication shall not affect the validity of the remaining provisions for a period of sixty (60) days, during which, this Ordinance may be amended by the Parties. If an agreement to amend the ordinance is not reached at the end of the such sixty (60) day period, this entire ordinance shall then become null and void, and of no further force or effect.

SECTION 14. This Ordinance shall be governed and construed by the Laws, Administrative Rules and judicial determinations of the United States and the State of Florida. Nothing in this Franchise shall be either construed or considered as an abrogation, surrender or mitigation by the City of any of its rights and authority to use and to require the relocation of any uses within its Public Rights-of-Way as provided in Section 3. In the event that any legal proceeding is brought to enforce the terms of this Franchise, it shall be brought by either Party hereto in state court in Lee County, Florida, or, if a federal claim, in the U.S. District Court in and for the Middle District of Florida, Fort Myers Division.

SECTION 15. Except in exigent circumstances, and except as otherwise may be specifically provided for in this Franchise, all notices by either Party shall be made by either depositing such notice into the United States Mail or by facsimile or other electronic transmission. Certified Mail shall be deemed delivered five (5) days following the date of such deposit into the United States Mail unless otherwise provided. Any notice given by facsimile or email is deemed to be received on the same Business Day. "Business Day" for purposes of this Ordinance shall mean Monday through Friday, with Saturday, Sunday and observed holidays excepted. All notices shall be addressed as follows:

To the City:

Mayor

City of Cape Coral 1015 Cultural Park Boulevard Cape Coral, Florida 33990 Telephone: (239) 574-0436 Facsimile: (239) 242-5325

Copy to:

City Attorney City of Cape Coral P.O. Box 150027 Cape Coral, FL 33915-0027 Telephone: (239) 574-0408 Facsimile: (239) 574-0404

To LCEC:

Lee County Electric Cooperative, Inc. Chief Executive Officer 4980 Bayline Drive North Fort Myers, Florida 33917-3910 Telephone: (239) 995-2121 Facsimile: (239) 995-7904 Email: ceooffice@lcec.net

Copy to:

LCEC General Counsel John Noland, Esq. Henderson Franklin Starnes & Holt, P.A. 1715 Monroe Street Fort Myers, Florida 33907 Telephone: (239) 344-1140 Facsimile: (239) 344-1515 Email: John.Noland@henlaw.com Any changes to the Parties' representatives above shall be made in writing and provided to the other Party as soon as practicable by U.S. Mail or other electronic conveyance.

SECTION 16. This Ordinance is intended to constitute the entire agreement between the City and LCEC with respect to the subject matters herein and supersedes all prior drafts and verbal or written agreements, commitments, or understandings, which shall not be used to vary or contradict the expressed terms hereof.

SECTION 17. As used herein for the purposes of this Franchise Ordinance, the term "person" means an individual, or, a partnership, corporation, business trust, joint stock company, trust, unincorporated association, joint venture, governmental authority or any other entity authorized to conduct business in Florida.

SECTION 18. The franchise fees collected pursuant to this Ordinance may be placed in a special utility fund and the expenditures therefrom shall be to pay the cost of placing current overhead utility facilities underground, to include costs associated with capital projects such as bond issuance costs, payment of interest and the repayment of principal on debt issued to fund capital projects and administrative expenses. It is recognized by the City that all such expenditures shall be an exception to any spending cap contained in the Cape Coral City Charter.

SECTION 19. Upon the City's annexation of any property and approximate written notice to LCEC, the portion of the LCEC's electrical system that may be located within such annexed territory, and upon the streets, alleys, or public grounds, shall be subject to all the terms of this franchise agreement within ninety (90) days of receiving reasonable and sufficient written notice from the City.

SECTION 20. LCEC, through its wholesale power agreements, will attempt to provide a socially and financially responsible source of electricity to its customers. LCEC will offer customers with qualified renewable energy systems an opportunity to sell excess energy back to LCEC. LCEC will monitor new and emerging technology developments to operate as efficiently and effectively as is financially justified. Should the City have an interest in exploring opportunities to participate in renewable energy projects or to pursue any as yet unidentified technology applications that may arise that are associated with the delivery of electric energy in the City, LCEC agrees to engage in a dialogue with the City and any other parties as appropriate to determine the feasibility of deploying such new technologies.

SECTION 21.

(i) A certified copy of this Ordinance shall be maintained on file with the City Clerk.

(ii) As a condition precedent to the taking effect of this Ordinance, LCEC shall file a written acceptance hereof on its official letterhead stationery and executed by the Chief Executive Officer of LCEC, within thirty (30) days after the adoption of this Ordinance. The effective date ("Effective Date") of this Ordinance shall then be the date upon which LCEC files such written acceptance with the City Clerk with copies to the Mayor, the City Manager and the City Attorney.

SECTION 22. This Ordinance shall take effect immediately upon formal adoption by the Cape Coral City Council and upon acceptance by the Chief Executive Officer of LCEC.

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

JOE COVIELLO, MAYOR

VOTE OF MAYOR AND COUNCILMEMBERS:

COVIELLO	NELSON	A
GUNTER	STOKES	1. s.s. <u></u>
CARIOSCIA	WILLIAMS	and the second second second
STOUT	COSDEN	

ATTESTED TO AND FILED IN MY OFFICE THIS _____ DAY OF _____, 2018.

REBECCA VAN DEUTEKOM CITY CLERK

APPROVED AS TO FORM:

Dolores D. Menende DOLORES D. MENENDEZ

CITY ATTORNEY ord/LCEC Franchise Agreement 8/27/18 Item B.(1) Number: Meeting 9/24/2018 Date: Item **ORDINANCES/RESOLUTIONS -**Type: Introductions





TITLE:

Ordinance 44-18 Set Public Hearing Date for October 15, 2018

REQUESTED ACTION:

Approve or Deny

STRATEGIC PLAN INFO:

1. Will this action result in a Budget Amendment? No 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 III, Personnel Rules and Regulations, Division 12, "Classifications," to amend the requirements for Council approval regarding the addition of regular full-time positions within a classification and to amend the requirements for Council approval based on the new pay grade for a reclassification.

LEGAL REVIEW:

Dolores D. Menendez, City Attorney

EXHIBITS:

Memo Ordinance 44-18

PREPARED BY:

City Division-Department-Attorney

SOURCE OF ADDITIONAL INFORMATION:

ATTACHMENTS:

Description

- n Memo
- D Ordinance 44-18

Type Backup Material Ordinance

MEMORANDUM

CITY OF CAPE CORAL CITY MANAGER'S OFFICE

TO:	Mayor Coviello and Council Members
FROM:	John Szerlag, City Manager Lisa Sonego, Human Resources Director Lisa Sonego, Human Resources Director
DATE:	September 18, 2018
SUBJECT:	Ordinance 44-18, Modification and Reclassification of Full-Time Regular Positions

Ordinance 44-18 will provide City management the authority to modify existing regular full-time equivalent (FTE) positions strictly within the approved operating budget adopted by Council. This ordinance will allow departments to periodically evaluate the workload and staffing needs during the year, and make adjustments as necessary.

Additionally, Ordinance 44-18 allows the City Manager (or the City Attorney or the City Auditor, as applicable) to reclassify a position up to four (4) pay grades higher or lower. A reclassification occurs when the duties and responsibilities of a position materially change, and the current classification does not accurately reflect the role. The current ordinance allows for reclassifications up to two (2) pay grades.

The changes requested in Ordinance 44-18 will enable City management to proactively adapt to business needs and make staffing decisions that will provide efficient and productive service.

City Council approval still will be required for any new classifications (titles) and the addition of new FTEs.

Approval is requested.

JS/LS

ORDINANCE 44 - 18

AN ORDINANCE AMENDING THE CITY OF CAPE CORAL CODE OF ORDINANCES, CHAPTER 2, ADMINISTRATION, ARTICLE III, PERSONNEL RULES AND REGULATIONS, DIVISION 12, "CLASSIFICATION", TO AMEND THE REQUIREMENTS FOR COUNCIL APPROVAL REGARDING THE ADDITION OF REGULAR FULL-TIME POSITIONS WITHIN A CLASSIFICATION AND TO AMEND THE REQUIREMENTS FOR COUNCIL APPROVAL BASED ON THE NEW PAY GRADE OF A RECLASSIFIED POSITION; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the City currently employs approximately 1,358 regular full-time employees; and

WHEREAS, as workloads shift, employees advance, or vacancies occur in positions, it is in the best interest of the city, and a recognized best practice to periodically evaluate the current distribution of workload and positions; and

WHEREAS, the Code of Ordinances currently requires City Council approval to add a position within an existing classification, or to increase the total number of full time positions within a department and fund, and to reclassify a position when the new pay grade is more than two pay grades higher or lower than the pay grade for the position prior to the reclassification; and

WHEREAS, the City Manager requests that those provisions be clarified in order to provide the ability to respond to the needs of each department as workloads and staffing levels change, providing an opportunity to adjust department resources at these varying points in time to achieve a higher level of efficacy; and

WHEREAS, giving the City Manager the ability to re-evaluate the needs of departments at intervals when adjustments are needed rather than during the budget process would provide the City with a workforce that is appropriately staffed, and thus more responsive to the needs of all staekholders.

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

SECTION 1. The City of Cape Coral Code of Ordinances, Chapter 2, Administration, Article III, Personnel Rules and Regulations, is hereby amended as follows:

CHAPTER 2 ADMINISTRATION

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ARTICLE III: PERSONNEL RULES AND REGULATIONS

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DIVISION 12. - CLASSIFICATION

§ 2-36.4 - Creation of a new classification; creation of additional regular full-time positions.

- (a) When the City Manager, <u>City Attorney or City Auditor</u> determines that the duties and responsibilities of a classification are not appropriately described in any existing specification, the City Manager, <u>City Attorney or City Auditor</u> may create a new classification and assign said classification to an appropriate pay grade on the general appropriate salary schedule provided that the City Council first approves the creation of the classification and the assignment to a pay grade.
- (b) <u>The City Manager, City Attorney or City Auditor may add regular full-time positions within a</u> <u>classification without City Council approval unless the additional position(s) meet the terms</u> <u>stated in (c) below, which would then require Council approval. If an additional position is a</u> <u>reclassification of an existing position, Council approval is required as set forth in Sec. 2-36.6.</u>

When the City Manager, City Attorney or City Auditor determine that additional regular fulltime positions are required within a classification, a request for the additional position(s) shall be submitted to the City Council for approval. The total number of regular full-time positions per department and fund cannot be increased without City Council approval.

(c) The total number of regular full-time positions per department and fund cannot be increased without City Council approval.

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§ 2-36.6 - Reclassification.

When the City Manager determines that the duties and responsibilities of a position have materially changed, the City Manager may reclassify that position to an appropriate classification and pay grade provided that the new pay grade is not more than two four pay grades higher or lower than the pay grade for the position prior to the reclassification. In the event the pay grade for the position as a result of the reclassification is more than two four pay grades higher or lower than the pay grade for the position prior to the reclassification, the City Manager may reclassify that position to an appropriate classification and pay grade provided that the City Council first approves the reclassification of the position. The incumbent of a reclassified position shall be placed in the new classification. The incumbent does not meet the minimum qualifications of the new classification. The incumbent of a reclassified position shall have his or her wages or salary adjusted as specified in Division 13 of this article.

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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 CITY OF CAPE CORAL AT ITS REGULAR SESSION THIS _____ DAY OF _____, 2018.

JOE COVIELLO, MAYOR

VOTE OF MAYOR AND COUNCILMEMBERS:

COVIELLO GUNTER CARIOSCIA STOUT

NELSON	
STOKES	
WILLIAMS	
COSDEN	

ATTESTED TO AND FILED IN MY OFFICE THIS _____ DAY OF _____ 2018.

REBECCA VAN DEUTEKOM CITY CLERK

APPROVED AS TO FORM:

Meneros DOLORES D. MENENDEZ

CITY ATTORNEY ord/Personnel-additional positions 5/18/18 5/21/18 Item 10.A. Number: 9/24/2018 Date: UNFINISHED

Item Type: BUSINESS

AGENDA REQUEST FORM CITY OF CAPE CORAL



TITLE: Water Quality - Update

REQUESTED ACTION:

STRATEGIC PLAN INFO:

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

If Yes, Priority Goals Supported are listed below. If No, will it harm the intent or success of the Strategic Plan?

PLANNING & ZONING/HEARING EXAMINER/STAFF RECOMMENDATIONS:

SUMMARY EXPLANATION AND BACKGROUND:

LEGAL REVIEW:

EXHIBITS:

Memo & Map

PREPARED BY:

Division- Department-

SOURCE OF ADDITIONAL INFORMATION:

ATTACHMENTS:

Description

Memo & Map

Type Cover Memo

MEMORANDUM

CITY OF CAPE CORAL PUBLIC WORKS DEPARTMENT

TO:	John Szerlag, City Manager		
FROM:	Paul Clinghan, Public Works Director Mc and Michael Ilczyszyn, Senior Public Works Manager H Kraig Hankins, Interim Environmental Resources Manager	RH	
DATE:	September 21, 2018		
SUBJECT:	Lake Okeechobee Level and Release Information		

As of Friday, September 21, 2018, the elevation of Lake Okeechobee was 14.73 feet. The elevation on August 17, 2018 was 14.58 feet. Outflows controlled by the Army Corps totaled 4,992 cfs, while total inflows were 3,013 cfs. The Army Corps is maintaining constant discharges of 3,000 cfs to the west and a 7-day pulse average of 1,170 cfs to the east.

The salinities in the river have increased slightly to 0.27 PSU in the river near Fort Myers and 22.70 PSU at Shell Point.

Blue Green algae blooms extend throughout the Caloosahatchee River and Cape Coral saltwater canals. As such, the public beach at the Yacht Club remains closed.

The Gulf's West Coast Stakeholders requested the Corps and SFWMD use operational flexibility under the Governors Emergency Order to consider the use of all available storage areas both north and south of the lake. The Stakeholders have also requested that releases to the west remain under 3,000 cfs.

In addition to the blue-green algae in the Caloosahatchee River and Cape Coral Canals, a Red Tide bloom persists in Southwest Florida causing fish kills and respiratory irritation along numerous Lee County's beaches.

Attached is a map showing the watershed of Lake Okeechobee.

PC/MI:kh (Weekly Lake Okeechobee Level and Release Information) Attachment; Caloosahatchee River Locks map



Item 10.B. Number: 9/24/2018 Date: UNFINISHED

Item Type: BUSINESS

AGENDA REQUEST FORM CITY OF CAPE CORAL



TITLE: Follow Up Items for Council

REQUESTED ACTION:

STRATEGIC PLAN INFO:

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

If Yes, Priority Goals Supported are listed below. If No, will it harm the intent or success of the Strategic Plan?

PLANNING & ZONING/HEARING EXAMINER/STAFF RECOMMENDATIONS:

SUMMARY EXPLANATION AND BACKGROUND:

LEGAL REVIEW:

EXHIBITS:

PREPARED BY:

Division- Department-

SOURCE OF ADDITIONAL INFORMATION:

ATTACHMENTS:

Description

n Memo

Type Backup Material

MEMORANDUM

CITY OF CAPE CORAL MAYOR AND COUNCIL OFFICE

TO:	Mayor and Council Members
FROM:	Mayor Pro Tem Rick Williams
DATE:	September 24, 2018
SUBJECT:	Withdraw Ordinance 68-18 from October 1st Meeting Agenda

Due to personal reasons I am unable to attend this evening's Regular Council Meeting. I would ask that Council please withdraw Ordinance 68-18 from next Monday's Regular Meeting Agenda. Since Council set the Final Public Hearing Date for October 1st, 2018 a vote by Council will be required. This Ordinance will be brought forward for re-introduction and public hearing at a later date.

RW/pt

CC: John Szerlag, City Manager Dolores Menendez, City Attorney Rebecca van Deutekom, City Clerk