

**Mayor**

Joe Coviello

**Council Members**

District 1: John Gunter

District 2: John M. Carioscia Sr.

District 3: Marilyn Stout

District 4: Jennifer I. Nelson

District 5: Dave Stokes

District 6: Richard Williams

District 7: Jessica Cosden



1015 Cultural Park Blvd.  
Cape Coral, FL

**City Manager**

John Szerlag

**City Attorney**

Dolores Menendez

**City Auditor**

Andrea R. Butola

**City Clerk**

Rebecca van Deutekom

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

October 1, 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 WILLIAMS

**3. PLEDGE OF ALLEGIANCE**

A. MATTHEU RUA - DIPLOMAT ELEMENTARY

**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. Youth Council Award Presentation - Chaz Smith, Florida League of  
Cities

**7. APPROVAL OF MINUTES**

A. Special Meeting - August 27, 2018

B. Special Meeting - September 6, 2018

## 8. BUSINESS

### A. PUBLIC COMMENT - CONSENT AGENDA

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

### B. CONSENT AGENDA

- (1) Resolution 200-18 Approves purchases of Capital Equipment, Vehicles and the corresponding peripheral equipment (upfitting), Hardware, Software and Maintenance within the City's General Fund, Special Revenue, Enterprise Funds and Internal Service Fund Groups including, but not limited to the Water and Sewer Fund, Stormwater Fund, Golf Course Fund, Internal Services Facilities Fund, Internal Services Fleet Fund, Lot Mowing Fund, Sidewalk Capital Project Fund and to dispose of City-owned surplus tangible personal property that is no longer needed as a result of said purchases in accordance to the City of Cape Coral Procurement Ordinance and authorize the City Manager to approve the purchase orders for these purchases and any related documents.  
Department(s): City-Wide; Dollar value: \$13,196,067 (Capital Project Fund, Enterprise Fund, General Fund, Internal Services Fund, Special Revenue Fund)
- (2) Resolution 211-18 Award Bid# ITB-UT18-75/KR Southwest RO WTP Odor Control Modifications to Poole and Kent Company of Florida, located in Miami, FL, as the lowest responsive, responsible bidder, for the demolition and installation of the new water treatment degasification system and odor control stacks located at the Southwest RO Water Treatment Plant for \$1,049,000 plus a 10% City controlled contingency of \$104,900 for a total project cost of \$1,153,900 and authorize the City Manager or designee to execute the contract, amendments, change orders and purchase orders, within his authority; Department: Utilities; Dollar Value: \$1,153,900; (Water and Sewer Fund)
- (3) Resolution 213-18 Award Bid# ITB-UT18-100/KR San Carlos Canal Force Main Replacement Project to Andrew Site Work, LLC of Fort Myers, FL as the lowest responsive, responsible bidder, to provide construction services for the replacement of the aerial wastewater force main over the San Carlos Canal on Cape Coral Parkway, east of Santa Barbara Boulevard for \$95,158, plus a 10% City controlled contingency of \$9,516 for a total project cost of \$104,674 and authorize the City Manager or designee to execute the contract, amendments, change orders and purchase orders, within his signature authority; Department: Utilities; Dollar Value: \$104,674; (Water and Sewer Fund)
- (4) Resolution 218-18 Acceptance of Florida Department of

Transportation Highway Traffic Safety Funds to conduct impaired driving operations; Department: Police; Dollar Value \$38,000; No cash match

- (5) Resolution 219-18 Federal Fiscal Year (FFY) 2017 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - JAG Countywide-State Solicitation; Department: Police
- (6) Resolution 220-18 Approve Amendment No. 1 to SFWMD Cooperative Funding Program Grant No. 600003494 for North 2 UEP installation of 50,000 LF of 10-inch to 36-inch (non-assessable) irrigation water main. The Amendment extends the term of the Agreement from October 31, 2018 to February 28, 2019 to provide adequate time for invoicing and documentation required by the Agreement. In addition to extending the period of performance, the Amendment updates the Statement of Work, Payment and Deliverable Schedule, Quarterly Status Report and Final Project Summary Report. The funding amount of \$200,000.00 is not affected; Department: Public Works; Dollar Value: \$0; (Water & Sewer Fund)
- (7) Resolution 224-18 Award a 60 month lease to EZ-GO, a Division of Textron, Inc. via a piggyback of the National Intergovernmental Purchasing Alliance (National IPA - formerly TCPN) Contract #R161101 for the lease of 80 golf carts, one (1) beverage unit and one (1) range picker and Rescind the award, due to non-performance, to Yamaha Golf-Car Company awarded on July 31, 2017 via Resolution 110-17. EZ-GO annual amount is \$117,283 for a five-year total of \$586,415 and authorize the City Manager or Designee to execute the cancellation of Yamaha Golf Car Company lease and execute the lease agreement, contract and renewals with EZ-GO; Department: Parks and Recreation; Annual Dollar Value: \$117,283 (Five-year total \$586,415 - Golf Course Enterprise Fund)
- (8) Resolution 225-18 Approve Amendment No. 1 to SFWMD Cooperative Funding Program Grant No. 4600003495 for North 2 UEP Canal Pump Station #10 (non-assessable). The Amendment extends the term of the Agreement from October 31, 2018 to February 28, 2019 to provide adequate time for invoicing and documentation required by the Agreement. In addition to extending the period of performance, the Amendment updates the Statement of Work, Payment and Deliverable Schedule, Quarterly Status Report and Final Project Summary Report. The Scope of Work for the Grant is modified to include only the intake structure components to accommodate the City's request. The funding amount of \$200,000.00 is not affected. Department: Public Works; Dollar Value: \$0; (Water & Sewer Fund)

#### C. CITIZENS INPUT TIME

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

**D. PERSONNEL ACTIONS**

(1) NONE

**E. PETITIONS TO COUNCIL**

(1) NONE

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

(1) NONE

**9. ORDINANCES/RESOLUTIONS**

**A. Public Hearings**

**(1) Ordinance 65-18 Public Hearing**

**WHAT THE ORDINANCE ACCOMPLISHES:**

An ordinance approving and granting to Florida Governmental Utility Authority a Utility Easement to survey, construct, operate, maintain, repair, remove, replace or abandon a 16-inch irrigation main and associated valving and telemetry facilities in, along, under, above and upon property owned by the City that is in the area of the Del Prado Irrigation Storage Tank; authorizing and directing the Mayor to execute the Easement. (Applicant: Brought forward by City Management)

**(2) Ordinance 66-18 (PDP 18-0004\*) Public Hearing**

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

**WHAT THE ORDINANCE ACCOMPLISHES:**

An ordinance amending Ordinance 112-03, approving a Planned Development Project entitled "Houlihans Restaurant and Office Building" for certain property described as Lots 12-20 and 52-62, Unit 44, Block 1699; property located at 627 & 629 Cape Coral Parkway West and 620 SW 47th Terrace; renaming the project "Duffy's Parking Lot Expansion"; expanding the project area by 20,000 square feet; rezoning Lots 19-20 and 52-53, Block 1699, Unit 44, from Professional Office (P-1) to Pedestrian Commercial (C-1); expanding a previously approved deviation from the Engineering and Design Standards, Sheet E-1, in order to allow a parking lot design where vehicles may back onto a public right-of-way; granting development plan approval. (Applicant: Cape Coral Parkway, LLC)

Hearing Examiner Recommendation: The Hearing Examiner recommends approval of the Project, subject to the terms and conditions set forth in PDP HEX Recommendation 4-2018.

City Management Recommendation: City Management recommends approval.

B. Introductions

(1) NONE

**10. UNFINISHED BUSINESS**

A. Water Quality - Update

B. Follow Up Items for Council

**11. NEW BUSINESS**

A. Air Quality Discussion - Brought forward by Councilmember Cosden

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

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

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

A. A Committee of the Whole Meeting is Scheduled for Wednesday, October 10, 2018 at 4:30 p.m. in Council Chambers

B. A Regular Meeting of the Cape Coral City Council is Scheduled for Monday, October 15, 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 must have their presentations approved by the City Clerk's office no later than 3:00 PM the day of the meeting.

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

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

Copies of the agenda are available in the main lobby of Cape Coral City Hall and in the City Council Office, 1015 Cultural Park Boulevard. Copies of all back-up documentation are also available for review in the lobby of Council Chambers. You are asked to refrain from removing any documentation. If you desire copies, please request they be made for you. Copies are 15 cents per page. Agendas and back-up

documentation are also available on-line on the City website (capecoral.net) after 4:00 PM on the Thursday prior to the Council Meeting.

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

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

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

includes the testimony and evidence upon which the appeal is to be based.

<b>Item Number:</b>	6.A.
<b>Meeting Date:</b>	10/1/2018
<b>Item Type:</b>	RECOGNITIONS/ACHIEVEMENTS

**AGENDA  
REQUEST FORM  
CITY OF CAPE  
CORAL**



**TITLE:**

Youth Council Award Presentation - Chaz Smith, Florida League of Cities

**REQUESTED ACTION:**

Informational

**STRATEGIC PLAN INFO:**

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

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

**SUMMARY EXPLANATION AND BACKGROUND:**

**LEGAL REVIEW:**

**EXHIBITS:**

**PREPARED BY:**

PT Division- Department- Council  
Offices

**SOURCE OF ADDITIONAL INFORMATION:**

Council Offices

<b>Item Number:</b>	<b>7.A.</b>
<b>Meeting Date:</b>	<b>10/1/2018</b>
<b>Item Type:</b>	<b>APPROVAL OF MINUTES</b>

**AGENDA REQUEST  
FORM**  
CITY OF CAPE CORAL



**TITLE:**

Special Meeting - August 27, 2018

**REQUESTED ACTION:**

Approve or Deny

**STRATEGIC PLAN INFO:**

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

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

**SUMMARY EXPLANATION AND BACKGROUND:**

**LEGAL REVIEW:**

**EXHIBITS:**

Special Meeting - August 27, 2018

**PREPARED BY:**

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

**SOURCE OF ADDITIONAL INFORMATION:**

Kimberly Bruns  
Assistant City Clerk  
1-239-242-3243

**ATTACHMENTS:**

Description	Type
▫ Special Meeting - August 27, 2018	Backup Material

**MINUTES FOR THE SPECIAL MEETING OF THE  
CAPE CORAL CITY COUNCIL**

**August 27, 2018**

**Council Chambers**

**4:30 p.m.**

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

Invocation/Moment of Silence

Pledge of Allegiance

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

***ADDENDUM: CHANGES TO THE AGENDA/ADOPTION OF AGENDA***

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

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

**CITIZENS INPUT TIME**

Judy Bicking, representing St. Katharine Drexel Catholic Church, appeared to discuss the concerns regarding the stormwater billing process.

Mayor Coviello announced that the assessment resolutions would have their own public hearing timeframe. He suggested Ms. Bicking speak during that time.

Steve Crane appeared to discuss the tide change process timing in relation to the Lake Okeechobee releases. He explained the need for pulse releases versus the Lake Okeechobee release schedule. He shared a picture of the Lake Okeechobee ducts showing the water levels and suggested lowering the water level and removal of dirt.

Dr. Duncan Russell distributed a document titled Clean Up Our River Water. He offered to speak with Councilmembers about his document. Next, he mentioned the hauling of yard refuse in the Cape Harbour neighborhood; he suggested placing fines in the ordinances specific to the contractors leaving behind yard waste.

Nicholas Cifelli expressed concern about the gas tank addition.

Jim Collier appeared to compliment the City for the smooth repair at his residence based on a leak. In reference to the Parks Improvement Bond Package with a sketch about the Yacht Club area, he urged Council to replace the pavilion as opposed to tearing it down. He added that signage was available about Clean Water efforts and welcomed residents to contact him or Pioneer Printing to obtain them.

Joyce Easton congratulated Dolores Bertolini for her National Award for the CERT Program.

Cheryl Anderson appeared to announce a showing of the Toxic Puzzle movie showing on September 22, 2018 at 2:00 p.m. at the Public Library off of Mohawk. The movie showing is sponsored by the Cape Coral Friends of Wildlife. She announced the movie was available online for \$2.99 on Amazon. She offered a suggestion for the 200,000 citizens of the City of Cape Coral to write a letter to U.S. Sugar and ask them to not allow some of this water to be put on their land south of the lake.

Louis Navarra requested relief from Council from vacation rentals in our City. He explained the City Council's job is to regulate the vacation rentals not for him to call 311, PD, or Code. He inquired about the golf course purchase and mentioned the water quality problem.

Councilmember Stokes offered that residents call 311 for Code complaints, thanked Joyce Easton for complimenting Dolores Bertolini's award; and thanked Mayor for going on a boat tour with Congressman Ron DeSantis to share the water quality condition. He explained that City Council has been contacting officials to address the water quality issue.

Mayor Coviello announced a Coalition meeting would occur on August 31, 2018 with Bubba Williams from Big Sugar. In reference to the algae in the canals, there is a biotech company testing a system in a canal in the near future and DEP will complete a trial of a bubble curtain to help future algae problems. He announced a more formal announcement will be made in the near future for recognition to Dolores Bertolini's CERT Award.

## **BUSINESS**

ADDENDUM: Resolution 201-18 Approve AECOM Technical Services, Inc. proposal for City of Cape Coral Parks and Recreation Conceptual Plan, Graphics and Schedules

Mayor Coviello requested a consensus from Council to allow Resolution 201-18 be addressed at today's meeting.

***Consensus received.***

City Manager Szerlag explained the purpose of the Resolution. This is the cost approval from AECOM to proceed with the conceptual plan, graphics and schedules for parks that are the subject of the pending bond referendum in November for \$60M for Parks and Recreation. This need came up to meet the plan set up for a concept approved by Mayor and Council, if the vote is passed in the affirmative, staff will come to City Council after more neighborhood meetings with specificity as to what amenities could be built. We were lacking three concept plans, what is before you is the cost proposal to proceed with that.

Councilmember Cosden inquired why staff could not perform this service.

City Manager Szerlag explained it is a specialty that we do not possess to have something done in the timeframe we need this product in.

Councilmember Cosden explained she was not in favor of the approval of the Resolution 201-18.

***Councilmember Carioscia moved, seconded by Councilmember Nelson to approve Resolution 201-18, as presented.***

***Council polled as follows: Coviello, Gunter, Nelson, Stout, and Carioscia voted "aye." Stokes, Williams, and Cosden voted "nay." Five "ayes." Three "nays." Motion carried 5-3.***

## **ORDINANCES/RESOLUTIONS**

### **PUBLIC HEARINGS**

Resolution 178-18 Public Hearing - Imposition of Lot Mowing Assessments for FY 2018-19

WHAT THE RESOLUTIONS ACCOMPLISHES:

The resolution is the Final Assessment Resolution that relates to the funding of Lot Mowing services within the Lot Mowing Assessment Areas (Districts 1, 2, 3, & 4) for the fiscal year beginning October 1, 2018; establishes the maximum amount of the annual assessment for each equivalent lot unit; imposes assessments against real property within each district; approves the assessment roll; and provides for collection of the assessments. (Applicant: Brought forward by City Management.)

City Clerk van Deutekom read the title of the Resolution.

Strategic Analyst Maine explained the purpose of the Resolution. Slides consisted of the following:

- Resolution 178-18
- Annual Assessment Process
- Lot Mowing District map
- Lot Mowing program
- Assessments
- Any questions?

Public Hearing opened.

No speakers.

Public Hearing closed.

***Councilmember Stout moved, seconded by Councilmember Gunter to approve Resolution 178-18, as presented.***

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

Councilmember Stokes requested moving up the item known as Resolution 189-18.

Mayor Coviello explained this would be most appropriate to be done at the beginning of the meeting with the agenda approval.

**Resolution 179-18 Public Hearing - Imposition of Solid Waste Service Assessments for FY 2018 - 19**

**WHAT THE RESOLUTION ACCOMPLISHES:**

The resolution is the Final Assessment Resolution related to the collection and disposal of solid waste in the City of Cape Coral; reimposes solid waste service assessments, excluding any subsidy for commercial property, against assessed property located within the City for the fiscal year 2018-2019, beginning October 1, 2018; approves the rate of assessment; and approves the assessment roll. (Applicant: Brought forward by City Management.)

City Clerk van Deutekom read the title of the Resolution.

Strategic Analyst Maine explained the purpose of the Resolution. Slides consisted of the following:

- Resolution 179-18
- Changes in FY 2019 Residential Solid Waste Rates
- Residential Rate Assessments
- Local Comparison of Solid Waste Rates
- Any Questions?

Public Hearing opened.

No speakers.

Public Hearing closed.

***Councilmember Stout moved, seconded by Councilmember Nelson to approve Resolution 179-18, as presented.***

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

**Resolution 180-18 Public Hearing - Establish Solid Waste Collection Rates for Commercial Establishment and Large Scale Multi-Family Dwellings for FY 2018-19**

**WHAT THE RESOLUTION ACCOMPLISHES:**

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

City Clerk van Deutekom read the title of the Resolution.

Strategic Analyst Maine explained the purpose of the Resolution. Slides consisted of the following:

- Resolution 180-18
- Commercial Solid Waste Rates Summary
- Any Questions

Public Hearing opened.

No speakers.

Public Hearing closed.

***Councilmember Carioscia moved, seconded by Councilmember Stokes to approve Resolution 180-18, as presented.***

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

**Resolution 181-18 Public Hearing - Fire Protection Assessment Final Resolution**

**WHAT THE RESOLUTION ACCOMPLISHES:**

The resolution approves the Fiscal Year 2018-2019 non-ad valorem assessment roll for fire protection services, facilities and programs; approves the assessment roll and provides for collection of the assessments; and establishes an administrative petition procedure regarding the number of Tier 2 Equivalent Benefit Units attributed to tax parcels. (Applicant: Brought forward by City Management.)

City Clerk van Deutekom read the title of the Resolution.

Finance Director Bateman explained the purpose of the Resolution. She reviewed a slide titled Resolution 181-18.

Public Hearing opened.

No speakers.

Public Hearing closed.

***Councilmember Cosden moved, seconded by Councilmember Stokes to approve Resolution 181-18, as presented.***

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

**Resolution 182-18 Public Hearing - Imposition of Stormwater User Fees for FY 2018-19**

**WHAT THE RESOLUTION ACCOMPLISHES:**

The resolution relates to the imposition of Stormwater User Fees; establishes the amount of the user fee for the Fiscal Year beginning October 1, 2018; imposes user fees against property within the City to fund the City's stormwater program; authorizes the collection of delinquent stormwater charges; and approves the stormwater user fee roll. (Applicant: Brought forward by City Management.)

City Clerk van Deutekom read the title of the Resolution.

Permitting and Planning Manager Zambrano explained the purpose of the Resolution. Slides consisted of the following:

- Resolution 182-18
- Summary

Manager Zambrano explained the presentation in the meeting packet was given at the time of the initial resolution in June and offered to give an abbreviated overview.

***Council agreed.***

- Stormwater Operations
- Catch Basin Replacement
- Drain Pipe Replacement
- Swale Regarding
- Canal Dredging
- Bimini Basin Culvert Cleaning and Lining
- FY 2018 Highlights
- FY 2019
- Recommendation
- Questions?

Councilmember Carioscia inquired about prioritizing certain intersections being addressed with the fee increase.

Manager Zambrano explained the money was being set aside to address proactive flow prevention projects.

Public Works Director Clinghan explained the flooding areas will be addressed by upgrading the size of the pipes and will come out of this fee.

Public Hearing opened.

Judy Bicking, representing the views of St. Katharine Drexel Catholic Church, expressed concerns on how the fees are being collected. She expressed concern with the reductions based on engineer certifications, and City costs for processing the tax reductions. She was concerned about internal controls and fraud. St. Katharine Drexel Catholic Church requested the completion of the certifications occur prior to the billing.

Manager Zambrano explained this evening we are discussing setting the fee. The resident was discussing the ordinance process for reductions. She offered to discuss with the resident outside of the hearing.

Mayor Coviello requested a more detailed explanation be sent to the resident.

Renee Marazon, Member of the Parish Pastoral Council of St. Katharine Drexel Catholic Church, inquired where will the extra funds go; refunds; and record keeping. The Church is required to hire an engineer. If this passes, a coalition will be formed to let the people know their money is not being managed as the law requires.

Finance Director Bateman explained the monies that come in go to the Stormwater Fund. Any money, we invest what we do not need in the short term. Cash from all

assessments and all revenues not needed for next three months are normally invested mostly in treasuries. By Statute, any interest made from that must go back to the Stormwater Fund. We do have internal controls, we follow Sarbanes-Oxley for the internal controls and have an annual audit of all of our funds with no findings of the funds.

Discussion held regarding the purpose of the Audit Committee and the annual financial audit completed by our external auditor Clifton Larson Allen, we issue the annual CAFR and there have been no findings.

City Manager Szerlag inquired of staff if the collection methodology has been modified from last year.

Director Bateman responded no, every year this is on the tax bill, and is voted on by Council in August of every year to put on the tax bill. She further discussed the E&I adjustment process for stormwater exceptions.

Director Clinghan explained the stormwater credit is not automatic, a professional engineer must inspect the properties in dry and rainy season, this happens after two inspections to prove they are maintaining the storm drains.

***Council agreed to allow Ms. Bicking to speak again.***

Ms. Bicking explained the process:

- The bill comes in after the credit was issued.
- In the future the bill comes first,
- Then, have our money,
- Then certification gets done and we receive a refund.

City Manager Szerlag inquired with staff what has changed.

Director Clinghan offered to investigate with Finance as he was not aware of changes in the process.

Councilmember Cosden requested that the residents provide the change they are discussing.

Ms. Marazon explained their net was \$2,874; this year their bill will be \$7,452.

Discussion held in reference to the changes from last year and the refund process.

Manager Zambrano announced the certification may not have been turned in on time, resulting in the loss of the reduction. An engineer must be hired, then documentation would be turned in to certify the system.

Ms. Marazon explained the civil engineer response by the date the City gives them, it is past the billing date of which they billed us, that is different from past years.

Chris Roe, Bryant Miller Roe, explained the stormwater charge is set forth in the Code of Ordinances. It appears that a deadline may not have been met.

Mayor Coviello requested getting together with the resident for a solution.

City Manager Szerlag explained they will work with the Church and send the results to Council, also.

Councilmember Gunter inquired if a process changed from last fiscal year.

Mr. Roe stated this certification approves the dollar amounts, sent to the tax collector to add to the November tax bill, he was not aware of any change in the process as to how it is collected.

Director Clinghan explained the Code of Ordinances was changed as to the retro credit.

David Marazon requested an explanation change in the methodology that occurred.

Director Clinghan explained the retro for a credit back changed and the certification used to address that was being maintained, now there is an inspection in the dry weather and the wet weather that occurred in January or February of this year. The credit occurs because the system is certified two times a year.

Public Hearing closed.

***Councilmember Williams moved, seconded by Councilmember Gunter to approve Resolution 182-18, as presented.***

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

**Resolution 192-18 Public Hearing Contribution in Aid of Construction Fees Assessment - Final**

**WHAT THE RESOLUTION ACCOMPLISHES:**

The resolution relates to the funding of water, wastewater and irrigation utility system distribution facilities through the imposition of non-ad valorem special assessments; ratifies and confirms the initial assessment resolution, determines that certain real property is specially benefited by the distribution facilities; approves and confirms the method of assessing the costs of the distribution facilities against the real property specially benefited thereby; establishes other terms and conditions of the assessments; approves the assessment roll; imposes assessments upon all tax parcels described in the assessment roll; and provides the method of collection. (Applicant: Brought forward by City Management.)

City Clerk van Deutekom read the title of the Resolution.

Finance Director Bateman explained the purpose of the next four Resolutions 192-18, 193-18, 194-18, and 183-18 for collection on the tax bill.

Public Hearing opened.

No speakers.

Public Hearing closed.

***Councilmember Carioscia moved, seconded by Councilmember Gunter to approve Resolution 192-18, as presented.***

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

**Resolution 193-18 Public Hearing Utility Capital Expansion Fees Assessment - Final**

**WHAT THE RESOLUTION ACCOMPLISHES:**

The resolution relates to the funding of water, wastewater and irrigation utility system capital facility improvements through the imposition of non-ad valorem special assessments; ratifies and confirms the Initial Assessment resolution; determines that certain real property is specially benefited by the capital facility improvements; approves and confirms the method of assessing the costs of the improvements against the real property specially benefited thereby; establishes other terms and conditions of the assessments; approves the assessment roll; imposes assessments upon all tax parcels described in the assessment roll; and provides the method of collection. (Applicant: Brought forward by City Management.)

City Clerk van Deutekom read the title of the Resolution.

Public Hearing opened.

No speakers.

Public Hearing closed.

***Councilmember Carioscia moved, seconded by Councilmember Stout to approve Resolution 193-18, as presented.***

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

Resolution 194-18 Public Hearing - Uniform Collection Agreement with Lee County Tax Collector

WHAT THE RESOLUTION ACCOMPLISHES:

The resolution approves a Uniform Collection Agreement between the City and the Office of the Lee County Tax Collector for use of the statutory uniform methodology of collection for certain non-ad valorem special assessments to fund distribution facilities and capital facility improvements associated with the City's water, wastewater and irrigation utility system, and authorizes the Mayor to execute the agreement. (Applicant: Brought forward by City Management.)

City Clerk van Deutekom read the title of the Resolution.

Public Hearing opened.

No speakers.

Public Hearing closed.

***Councilmember Williams moved, seconded by Councilmember Gunter to approve Resolution 194-18, as presented.***

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

Resolution 183-18 Public Hearing - Annual Assessment Certification to Tax Collector

WHAT THE RESOLUTION ACCOMPLISHES:

The resolution approves the Fiscal Year 2018-2019 assessment rolls for various non-ad valorem assessments levied and imposed pursuant to Florida law and the City of Cape Coral Code of Ordinances including Chapters 2, 17, and 19 thereof and Ordinance 29-05, describes the lien associated therewith, and directs that the assessment rolls be certified to the Lee County Tax Collector. (Applicant: Brought forward by City Management.)

City Clerk van Deutekom read the title of the Resolution.

Public Hearing opened.

No speakers.

Public Hearing closed.

***Councilmember Carioscia moved, seconded by Councilmember Williams to approve Resolution 183-18, as presented.***

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

Resolution 189-18 (AP 18-0001\*) Public Hearing

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

**WHAT THE RESOLUTION ACCOMPLISHES:**

A resolution either approving or reversing the decision of the Hearing Examiner rendered on May 9, 2018, in SE HEX Order 5-2018, which granted a special exception for a Self-Service Fuel Pump use in the Pedestrian Commercial (C-1) district; property is located at 3013 Del Prado Boulevard South. (Applicants: Dennis Richardson & John Johnson.)

City Clerk van Deutekom read the title of the Resolution and administered the oath.

Community Development Director Cautioner explained the purpose of the Resolution. He provided an overview of the Special Exception approval from the Hearing Examiner and the right to appeal. Council's role was to decide if the approval should be overturned, upheld, or upheld with changes.

Public Hearing opened.

Matt Uhle, representing the applicant, explained the applicant will supply slides and then he would weigh in on two points.

Michael Dixon, P.A., one of two owners of Paradise Boat Rentals, explained the following points:

1. We have a Certificate of Use zoned commercial C-1.
2. We would fill our own boats using a 500-gallon storage tank.
3. We meet all requirements for the special exception as staff has reported on.

He reviewed the following slides:

- Dixon Maritime LLC d/b/a Paradise Boat Rentals, a Family owned & Operated Business
- Background on Property & Use
- Zoning Map – Cape Coral ArcGIS Web Map
- Certificate of Use – City of Cape Coral as a rental business
- Paradise Boat Rentals Use
- Self-Service fuel dispensing to enhance the customer experience
- The current boat rental fuel policy is not efficient, practical nor favorable to the environment (The proposed change is intended to Improve operational efficiencies; Reduce operating costs; and Increase income by fuel markup.)
- What's Being Proposed?
- Where? Photos shown of the dock area to be used for self-service fuel dispensing
- Site Plan – proposed
- Adherence to Standards (Generally)
- Adherence to Standards – continued (Compatibility)
- Adherence to Standards – continued (Minimum lot frontage; access)
- Adherence to Standards – continued (Building location; setbacks)
- Adherence to Standards – continued (Screening and buffering)
- Adherence to Standards – Summary
- Staff Recommendations (The planning department staff made some recommended changes based on public comment and we agreed including: Specifications for acceptable screening; only employees may fuel boats; a Fuel Management/Spill Contingency plan will be provided to the City for review; a permit request to include the floating docks will be made.)
- Conclusions
- Other Allegations
- No Wake Instructions (In English and German)
- No Wake Instructions – Boat Rental Instructions
- Other Allegations – continued
- Other Allegations – continued
- Additional Questions?

Discussion held regarding the business being run under marina standards; profit projections; safety compliancy based on a 500-gallon size of tank; frequency of refilling of tank; and options if appeal was approved.

Discussion held in reference to the confirmation of applicant and meeting process.

Mr. Uhle reviewed the individual arguments in the appeal document and the standards met. He was in agreement with the Hearing Examiner and staff. He requested that Council grant the Special Exception.

Eric Feichthaler, Attorney, Burandt, Adamski, Feichthaler, & Sanchez, PLLC, appeared representing the Cornwallis Neighborhood Association and Palaco Grande Neighborhood Association and explained the burden is not on the appellant. There is new evidence to be considered and Council will make a decision independent of the Hearing Examiner. He explained that Del Prado 3013 LLC has owned the property for over five years. He wanted to reserve the opportunity to examine or cross-examine any and all witnesses brought by the applicant today. He displayed and explained the following slides:

- The Important Role of City Council
- Evidence to be Considered by City Council
- City Council Decides if there is an Adverse Impact on the Public Interest
- City Council Decides if there is an adverse Impact on the Public Interest (continued)
- Notice Considerations
- The Main Issue – What does “Self Service” Mean, Exactly?
- The Property
- Overhead Site view
- Minimum Requirements Have Not Been Met for Special Exception
- Application for Special Exception
- Staff Report Dated April 12, 2018 is Faulty in the Facts it relies upon
- Staff Report Dated April 12, 2018 Points to Numerous Code Violations
- Concerns Regarding Hearing Examiner Analysis
- Concerns Regarding Hearing Examiner Analysis (continued)
- Compatibility Not Covered Adequately
- Hearing Examiner Misinterpretation of the Facts and Law
- Hearing Examiner Ignored the Plain Meaning of “Self-Service”
- Hearing Examiner Ignored Law and Plain Definition of Self-Service
- Conclusions of the Hearing Examiner are in Error
- Hearing Examiner Conclusion
- City Manager Memo dated 8/17/2018
- City Manager Memo dated 8/17/2018 (continued)
- Concerns Regarding Setbacks
- Community Safety Concerns
- Concerns Regarding Environment
- Proposed Solutions to Issue
- Conclusion
- Conclusion (continued)

Mayor Coviello inquired about the applicant name.

City Attorney Menendez explained it is not uncommon for an owner of a property to have more than one Special Exception use. The LUDR's do not specify in regard to Special Exceptions, who the applicant needs to be.

Councilmember Williams inquired about the purpose of each of two resolutions.

City Attorney Menendez explained one resolution overturns the Hearing Examiner decision and the other resolution concurs with the Hearing Examiner decision. She also mentioned if Council adopted the resolution to approve the Special Exception, conditions could be added.

Discussion held in reference to self-service fuel pumps in the Code; the condition on the fuel dispenser; current LUDR's; modifications of the pump usage; and security.

Discussion held in reference to the process of how to overturn the decision of the Hearing Examiner.

Mr. Feichthaler requested confirmation of adopting the resolution with a majority vote.

City Attorney Menendez explained the item before Council today needs the decision to be reflected in a majority vote.

Discussion held in reference to setting a time limit for resident speakers.

***Consensus received to set a three-minute time limit per speaker for input.***

Mayor Coviello inquired:

- How often do you use Gerry jugs?
- How much time does it take a renter to fill the boat up?
- After a site visit there was a designated smokers area, how does that play into the location of the gas tank?

Mr. Dixon responded once a day, not a spill problem but a handling problem. A dispensing pump, nozzle, and automatic shut off valve is safer.

Discussion held regarding the smoking site.

Fire Chief Lamb explained 20 feet was necessary and would be looked at when qualifying.

Director Cautero expressed appreciation to all involved for the cordial and professional communications that have occurred. It was his belief that the paperwork has been vetted and was completed properly in reference to the applicant and authorized agent. In reference to the Self-Service pump topic, the Cape Coral Boat Club of SW Florida on 46th Lane had a Special Exception in 2013 for this scenario, but the topic of who would pump the gas was not covered in that resolution. The actual approval for the Special Exception was for a self-service fuel pump facility at that address. The Hearing Examiner felt it appropriate to implement the controls.

Discussion held in reference to similar set ups in the City and cases of this type of Special Exception use in the past.

Planning Team Coordinator Struve presented the following slides:

- SE 18-0003
- Current Zoning Map
- Subject Parcel Map
- Background
- Background (continued)
- Site Plan
- Analysis: LUDR, Section 8.8.5. Generally - Standard Met
- Analysis: Compatibility: Standard Met
- Analysis: Lot Frontage, Access: Standard Met; Location, Setbacks: Standard Met
- Analysis: Screening/Buffering: Standard Met

Mr. Struve explained this request is consistent with two policies in the Comprehensive Plan in the Future Land Use Element: Policies 1.1.5.c dealing with the Commercial/Professional FLU Classification, and the zoning is consistent with that FLU classification. In addition, the site has a FAR (Floor Area Ratio) of 1 that will not be exceeded should this project be approved. This project is also consistent with Policy 8.3 that states commercial developments shall be designated to minimize negative impacts on surrounding residential uses and the LDR shall provide for an adequate buffering between commercial and residential uses.

- Recommendation: Staff recommends that the City Council affirm the decision of the Hearing Examiner rendered in SE HEX Order 5-2018.
- Hearing Summary: Following a Public Hearing on May 1, the Hearing Examiner found that the Special Exception met all five standards and approved the use with conditions.
- Nine people spoke in opposition or expressed concerns about the granting of this use.
- Conditions of Approval 1-3
- Conditions of Approval (continued) 4-6
- Conditions of Approval (continued) 7-10
- Conditions of Approval (continued) 11-13

Discussion held regarding Code Requirements or the National Fire Protection Association about the size a lot has to be to place a fuel tank; types of businesses and 10' minimum side setbacks in P-1 Zoning District; if approved, potential imposition of addition of a condition for opaque fencing along the east side as well as the south and the west requirement with a gate for a buffer; chain link requirement per Fire Marshall around the tank and dispenser; other property zoning at other locations with a fuel tank; (D&D; Yacht Club; Boat Club at Cape Harbour and Tarpon Point is C-1; Boathouse is C-1); spillage probability.

Jim Reynolds, President of Palaco Grande Neighborhood Association, appeared in opposition of the Special Exception.

Joan Hampton, resident on SE 16<sup>th</sup> Place which is south of the proposed tank, appeared in opposition of the Special Exception. She expressed concern for the access of fire trucks and the future precedent being set.

Les Achilles, resident behind Paradise Boat Rentals, appeared in opposition of the Special Exception. Fuel is available in several areas surrounding this area. The main concern is a boat on fire would be pushed off of the dock and boat traffic.

Dan Sheppard appeared in favor of the Special Exception to improve and protect our water.

Dennis Richardson, President of Cornwallis Neighborhood Association, appeared to express agreement with everything Attorney Eric Feichthaler presented and was in opposition of the Special Exception.

Jim Giase appeared in opposition of the Special Exception.

Mr. Uhle acknowledged the dispute in this neighborhood. This is described as a mixed-use neighborhood, mostly commercial. It is appropriate to protect the residential areas from the impacts of this project which is a small tank that will be screened so that you cannot see it. If you want a fence rather than landscaping on the waterward side, that is fine. Traffic would be on Del Prado. Two legal issues raised about the special exception: 1) Is it lawful for self-service fuel pumps if it is the people that run the business who operate the pumps? 2) Can self-service pumps Special Exception apply to boats since the Code states vehicles? Staff has addressed these questions exactly as the Hearing Examiner. Land use applications are authorized by the property owner, and approval runs with the land, not the tenant. If there is a code violation, it is the property

owner that is assessed. For a tenant, there is a lease that you have to comply with State, Local, and Federal regulations. If the landlord is cited, he will come down on the tenant. The business operating there at this time is Paradise Boat Club and has full authorization to go through this process from the property owner. They have been reviewed and properly filed. If you correctly apply the 5 standards in the Comprehensive Plan, you need to agree with staff and the Hearing Examiner based on the record. If you need to change conditions such as the business owner to supervise the fueling, fence instead of landscaping, regardless, this complies and we ask that you approve it.

Mr. Feichthaler reiterated that he wanted a chance to ask questions to the applicant's representative. He stated the term self-service is not in dispute; you serve your own fuel here, and this is not appropriate in this position. The other issue is compatibility with the surrounding neighborhood, and this is not compatible with the residential use. He voiced his concern about the fire issue and having a chain link fence and a solid fence. How would this area be accessed in the event of a fire? The HEX order of May 9<sup>th</sup> was clear. The following conditions of approval shall apply to grant the Special Exception: the applicant shall obtain permits from the City for the floating docks behind the store within 60 days or remove them. They have not been removed; they have not obtained permits. Boats cannot be parked in parking spaces designated for cars, trucks, or vehicles. There was a violation today with pontoon boats parked in the parking lot. They are violating everything the Hearing Examiner required for approval. Two issues: compatibility and the lack of being able to be a Special Exception for what they are attempting to do. He requested Council vote no on this request and go against the Special Exception request.

DCD Director Cautero explained if you go to a gas station and you are incapacitated and cannot fill your tank, the owners have an obligation to come out and do it for you. We have set a precedent for that since the Council has approved a facility as a fuel pump Special Exception. The examples you have heard are erroneous, and staff stood behind their proposal. Regarding the Code Enforcement issues, there has been a lot discussed about violations. Those remarks were made by people who do not interpret the Land Development Code. The Current Certificate of Use has an overage of 3 parking spaces. That is the reason they have parked boats and have been allowed to and why staff has not filed a violation. If you uphold the Special Exception, then they are in violation. Regarding the permits on the floating docks, they made application, but they have to get approval from the State and possibly the Army Corps of Engineers.

City Attorney Menendez clarified a time limit imposed by the Hearing Examiner. The adopted LDR provides an appeal to the Council. An appeal to the Council stays all work on the premises and all proceedings in furtherance of the action appealed from unless an administrative official from who the appeal is taken shall certify to the Council that by reason of fact stated in the Certificate, a stay would cause imminent peril to life or property. In such cases, proceedings or work shall not be stayed except by a restraining order which may be granted by the Council or a local court. An appeal does stay, work to be performed pursuant to the action that is being appealed from. The action being appealed from is the approval of the Special Exception by the Hearing Examiner.

Mr. Feichthaler questioned the applicant, Mr. Dixon. Do you agree with the dictionary definition of self-service read earlier?

Mr. Dixon stated he did not.

Mr. Feichthaler asked Mr. Dixon how it should be defined.

Mr. Dixon stated it should be defined as it is in the Code.

Mr. Feichthaler stated he refused to answer what self-service should be defined as. He asked Mr. Dixon about details surrounding the illegal tank that was placed on your property last year. How did it come about?

Mr. Dixon explained he took ownership November 1<sup>st</sup>. The previous owner of Paradise Boat Rentals had illegally put the tank there.

Discussion held in reference to the illegal tank placement; removal; and concern for future violations.

Mayor Coviello inquired if the property owner would like to come forward.

Robert Gerrero, property owner, came to the podium.

Mr. Feichthaler asked Mr. Gerrero how the illegal tank came to be on his property.

Mr. Gerrero stated he did not approve it, and they did it without his knowledge.

Mr. Feichthaler questioned Mr. Gerrero as to how this applicant can assure us that the tenants will not continue to violate this and other Code issues in the future.

Mr. Gerrero stated he was not violating anything. He stated Mr. Dixon was a stellar tenant with environment issues in mind and has done a lot of improvements. He admitted he had a bad tenant prior to this. He stated the request for a tank was a lot better than having 5-gallon cans.

The questioning continued: Why the interrogation? Why so many Code cases in the past 5 years?

City Attorney Menendez requested Mr. Gerrero provide his full name and be sworn in.

Mr. Gerrero stated he was the owner of 3013 Del Prado and owned the building since 1987 or thereabouts; he is a licensed real estate broker in the City for 20 years; he was the co-developer of certain developments in the City.

City Clerk van Deutekom administered the oath to Robert Gerrero.

Mayor Coviello asked Mr. Gerrero if his previous testimony was true.

Mr. Gerrero agreed.

Public Hearing closed.

Councilmember Stokes explained he was not in favor of the Special Exception.

Director Cautero explained many of the Code violations are for different property tenants, not all for Paradise Boat Rental.

Councilmember Williams explained why he was not in favor of the Special Exception in this neighborhood.

Councilmember Gunter explained that he was in favor of overturning the Hearing Examiner's decision.

***Councilmember Nelson moved, seconded by Councilmember Gunter to overturn the Hearing Examiner's decision for all reasons stated Resolution 189-18, as presented.***

City Attorney Menendez clarified the motion – It was to approve Resolution 189-18 to reverse the decision of the Hearing Examiner and deny the Special Exception for the self-service fuel pump. If you vote aye on this motion, then you are saying you do not want the self-service fuel pump to be there and reversing the Hearing Examiner's decision to approve the Special Exception. If you want the tank there, then you are going to vote no to this motion.

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

**TIME AND PLACE OF FUTURE MEETINGS**

A Special Meeting of the Cape Coral City Council was scheduled for Thursday, September 6, 2018 at 5:05 p.m. in Council Chambers.

**MOTION TO ADJOURN**

There being no further business, the meeting adjourned at 8:45 p.m.

Submitted by,

Rebecca van Deutekom, MMC  
City Clerk

<b>Item Number:</b>	<b>7.B.</b>
<b>Meeting Date:</b>	<b>10/1/2018</b>
<b>Item Type:</b>	<b>APPROVAL OF MINUTES</b>

**AGENDA REQUEST  
FORM**  
CITY OF CAPE CORAL



**TITLE:**

Special Meeting - September 6, 2018

**REQUESTED ACTION:**

Approve or Deny

**STRATEGIC PLAN INFO:**

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

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

**SUMMARY EXPLANATION AND BACKGROUND:**

**LEGAL REVIEW:**

**EXHIBITS:**

Special Meeting - September 6, 2018

**PREPARED BY:**

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

**SOURCE OF ADDITIONAL INFORMATION:**

Kimberly Bruns  
Assistant City Clerk  
1-239-242-3243

**ATTACHMENTS:**

Description	Type
□ Special Meeting - September 6, 2018	Backup Material

**MINUTES FOR THE SPECIAL MEETING OF THE  
CAPE CORAL CITY COUNCIL****September 6, 2018****Council Chambers****5:05 p.m.**

Meeting called to order by Mayor Coviello at 5:05 p.m.

Invocation/Moment of Silence

Pledge of Allegiance

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

**CHANGES TO THE AGENDA/ADOPTION OF AGENDA*****Councilmember Williams moved, seconded by Councilmember Nelson to adopt the agenda, as presented.******Council polled as follows: Nelson, Stokes, Stout, Williams, Carioscia, Cosden, Coviello, and Gunter voted "aye." Eight "ayes." Motion carried 8-0.*****CITIZENS INPUT TIME**

Gary Cerny appeared (along with multiple Charter School Families) to thank Council for their continued support for their School System. He shared positive feedback including:

- Mentioned his family participation in the Charter School System
- Positive Changes
- Wished for continued support.

Eric Feichthaler, Jr. appeared as a student of the Charter School and expressed appreciation to the system and teachers. He expressed hopes to attend Oasis High School in the future and hoped Council would continue to support.

Eric Feichthaler, Sr. appeared to address a statement about the Charter School never being financed by the City. He took blame for that statement which helped get the system going. He was confident that when the report comes out the financial footing will be strong and that we will be able to keep the K-12 system. The BRC has recommended looking into a K-8 system. He believes that the decision in supporting the schools, economically, socially, and from the police prospective, the schools pay for themselves. His family looks forward to graduating from Oasis High School.

Wendy Blake expressed pride for the Charter School System and its success. She inquired about the budget. How do I find an itemized list of outside counsel on an annual basis or case by case, retainer fees, etc.? Do you keep a file for expenses related to LCEC, land acquisition, HR Lawsuits, eminent domain? There is a trial case on 9/20 and she will return with results. Is this in a master file or billed to each department? Has the City met their budget estimate for outside legal counsel or exceeded the totals and where can they be found in the current proposed budget?

Dolores Bertolini appeared to explain she is very proud of the Charter Schools but is not in favor of funds being spent from the City to the Charter School System. Residents already pay for students to attend district schools.

Barb Klepper explained her family has been a part of the Charter School System for 10 years. She requested Council support the K-12 system. It is essential that our leaders share unity about anything different from a K-12 system. She quoted previous meeting statements in favor of the positive aspects of the system.

Mayor Coviello requested speaker address Council as a whole, not individual members.

Ms. Klepper continued that this could increase a feeling of fear and instability and could work against our hope to increase enrollment which, in turn, would increase our revenue stream. Our current high school students should not live with the thought that their system will go away. Our teachers should not also be concerned. Choose words wisely and consider how it can affect any chance of success.

Christy Llanes appeared to express the reasons she loves the Charter School System. She was in favor of the system remaining a K-12 system. She expressed concerns about the only A school in Cape Coral.

John Wilson appeared in support of the Charter School System. He mentioned the recent success of the football program based on a Charter School K-12 System approach. The culture is grown through the years spent in the Charter School System, Elementary, Middle to High School.

Max Llanes, Senior from Oasis, appeared to discuss the improvement in the system and he sees the future prospering. He requested support of the system for the future.

Ruth Hailey appeared in favor of the Charter School System. Her family attends the system and they love it. She mentioned the support her family receives from the system. Her family toured other area high schools and decided that Oasis was their son's home. She listed all of the areas available for students to study. She was shocked that the system may not be available in the future. She mentioned the improvements noticed in the system with education and sports. Please listen to the parents and children because they are eager to remain a K-12 system.

Karen Smith appeared in support of the Charter School System remaining a K-12 system. She mentioned changes noticed that support the students. She expressed support for what all of the parents stated this evening. As a real estate agent, and from a business standpoint, the Charter School System makes a big difference to the community.

Lisa Whitaker appeared in support of the Charter School System remaining a K-12 system. After touring other area schools, it was the culture and the beliefs exemplified that helped make their decision to attend. The high school was rated an A school. Oasis is a needed foundation in Cape Coral. The connection between the Council and the Charter School System needs to be revisited. She requested Council's support and an open mind to keep the system as a K-12 program.

Carol Knighten appeared in support of the Charter School System remaining a K-12 system. Her relative attended a County school with a great football program but transferred over to Oasis based on the academic, social, and education opportunities. She invited Council to attend their football games. The facilities need improvement, but the coaches are there and turning the program around.

Lisa Odaiyar appeared in support of the Charter School System remaining a K-12 system. She has students in that school system and is an educator at a trade school. The Oasis preparation of students for their future is quality. Parents are happy with the quality and the quantity will come.

Alajandra Baptista appeared in support of the Charter School System remaining a K-12 system. She shared the support received by Dr. Britton to help her reach her goal of starting a school newspaper. Closer relationships can be built in smaller schools like Oasis. She reviewed previous student successes and their future contributions to our City.

Edward Pedras appeared in support of the Charter School System remaining a K-12 system. He discussed student successes in academics and sports. The students are motivated and driven. As a community, please place value on the K-12 system. It is an ideal environment for success.

John Buffano appeared in support of the Charter School System remaining a K-12 system. The high school needs to keep going, concentrate on enrollment by working together with Council, teacher, parents, and the Charter School Authority.

Councilmember Williams expressed appreciation of residents' comments. The system is one of the better systems in the State. The issue is residents need to understand the need to make the system sustainable. Many residents are against residents putting money in the Charter School System because they are already putting money into the district school system. We are going to continue the best way to make the schools sustainable. He addressed taking certain issues off the table, all issues need to remain on the table for considerations. This decision would not be done in a bubble, input would be received from all the residents in the future. We are looking for financial resolutions to make the system sustainable.

Councilmember Stout shared her experience as an appointee on the Governing Board for 9 years. During that time, there was no subsidy from the General Fund. The retention rate for students and teachers was over 90% during that time because the Charter Schools operated as a family with annual contract renewals with the possibility of a 10% pay cut if funding was not reached. She discussed the recent changes toward getting back to the family system through the leadership of Superintendent Collins. She shared other programs and successes with district schools. She was interested in the recommendations of the City Manager and explained the subsidy this year was not necessary. She reviewed the reserve fluctuations. When a Council makes a decision, future Councils should stand by those decisions to continue public trust. When teachers left the high school, there was publicity that discouraged the system's reputation. It is now on an upward curve. She will be attending future Governing Board meetings to know as much as possible in preparation of January's meeting. She was not in favor of subsidization and mentioned future PECO funding doubling. This increase plus the finalization of the School District lawsuit may result in additional money coming into the system.

Councilmember Nelson echoed statements said this evening. She explained this year will be a pivotal year with her service on the Governing Board. At the previous Governing Board meeting, she has tried to keep the communication lines open. The goal is not to close down the high school, the goal is to make the schools self-sufficient. Advice she received was not to listen to the rhetoric, look at the numbers. We will look at the City Manager's report in the future. She will be attending the upcoming Town Hall meeting to learn about improvements of communication and turnover. In reference to Wendy Blake's public input, she suggested placing a public records request to receive documents.

Councilmember Gunter thanked the residents in the audience today in support of the Charter School System. We are looking at the numbers to get the system self-sustainable. He expressed concern about needing 50 more students in the high school, what can we do to fill those 50 seats? The City Manager is working on a report that focuses on services. As representatives of 180K people, we have to take a look at the numbers to see how we can help.

Councilmember Stout added that she sat on the committee that built the High School. There was a budget to follow such as needing to cut the size of the parking lot and economical ways to furnish the school.

Mayor Coviello explained there is an analysis being conducted of the business areas of the Charter Schools, how to make them self-sustaining, and look at it in January to make that happen.

**BUSINESS**

**ORDINANCES/RESOLUTIONS**

**PUBLIC HEARINGS**

**Ordinance 63-18 FY2019 Budget - Millage - First Public Hearing, Set Second and Final Public Hearing Date September 20, 2018**

Adopt Tentative Millage Rate

**WHAT THE ORDINANCE ACCOMPLISHES:**

The ordinance establishes and levies ad valorem taxes within the corporate limits of the City for the tax year 2018; provides for the levy of ad valorem taxes in the amount of 6.750 mills (\$6.750 per \$1000) based on the assessed value on non-exempt real and personal property located within the city limits of the City of Cape Coral; and provides for the manner of assessment and collection. (Applicant: Brought forward by City Management.)

City Clerk van Deutekom read the title of the Ordinance.

Finance Director Bateman explained the purpose of the Ordinance. Slides consisted of the following:

- Ordinance 63-18
- General Operations Rate
- Operating Millage Rate and Rolled-Back Rate
- Tentative Millage Rate

Public Hearing opened.

No speakers.

Public Hearing closed.

***Councilmember Carioscia moved, seconded by Councilmember Cosden to adopt the tentative millage rate of 6.750 Mills, as presented.***

Councilmember Williams inquired about the future of any FEMA refund.

City Manager Szerlag explained the reimbursement is not expected during FY2019. We had \$4M in our Disaster Relief Fund. This is the first budget where we are adding to the fund balance. With the 3-year budget, we are projecting at a minimum receipt in 2020.

Director Bateman stated it could take 3 to 10 years.

City Manager Szerlag continued by explaining looking at it as a one-time cost against a recurring revenue source. Another part to remain economically sustainable is a reduction in our millage revenue, based on the effect in FY2020 because of the Save our Homes extra \$25,000 exemption with a \$4M loss. Every budget has five major expenditure categories, personnel costs that increase year after year with an estimated 3% increase, this includes payroll with FICA, Overtime, Pension costs, as well as unfunded mandates from State Legislature. He explained last year there were two unfunded mandates to add \$4M to payroll costs. Then, another mandate came to place SRO Officers in the schools. These come up over the budget cycle for municipalities. If we got back \$10M in FY2020 for a FEMA refund, we should look at putting it back to Disaster Relief, Personnel Costs, Capital Recovery, Operation and Maintenance costs, Debt Service costs, as well as transfers and budget accordingly.

Discussion held regarding with the three-year budget being over two months with the refund going in the General Fund reserves.

Councilmember Gunter discussed ad valorem increases, bringing in more money, keeping the millage rate the same. Next year if the homestead exemption passes, it will cost about \$3.9M. If we don't reduce the millage rate now, we probably won't be able to do it next year. With the FEMA refund, Irma cost \$17M and it wasn't that bad for our City. The area we give back is the millage rate and the money from FEMA should go to the emergency funds for anything in the future that may be catastrophic to the City because \$4M is not enough. He does not want future Councils to scramble for funds. He recommended at least a quarter mill reduction which equals \$3.3M.

Councilmember Stout was in agreement but wanted to make sure the Chief was supported. She has encouraged people to vote against the Homestead Exemption Tax. Going forward, there may be a problem with the revenue. Individuals will probably vote for the additional \$25K exemption.

Councilmember Nelson inquired what it would look like if we rolled back to the rollback rate or do what Councilmember Gunter recommended.

Director Bateman responded we would lose about \$3.5M. When calculating a ¼ mill reduction, the fund balance would change to \$2.43M in FY19, \$2.12M in FY20 and we would only have 1 ½ months in FY2021. The dollar value of ¼ mill is about \$3.5M.

Councilmember Nelson inquired on the open positions revenue.

Director Bateman stated there are five open positions that have been open for more than two years. There were about 161 open, 23 of those are the SROs that have not been hired yet. Our budget so far through August we spent about 84% of our salaries plus leave buyouts. In the past our actuals to budget because of pensions, health care, and overtime go up when you have vacant positions. We are close to what we budgeted.

Councilmember Nelson inquired how could we make up that \$3.5M.

City Manager Szerlag explained the money (\$3.5M) would come from the General Fund, and stated his recommendation was to stay the same at 6.75. If you want to reduce the millage rate, you will reduce the level of service to remain economically stable. The worst thing you can do is lower the millage rate this year. Then we will be short using our fund balance of \$4M this year. Council may want to raise the millage next year because of the loss of \$4M from the Homestead Exemption to make up for that loss that we will experience with the additional \$25K Homestead Exemption, which would be \$8M in the negative. It does not make the General Fund sustainable. The revenue diversification is pretty well balanced. For the Charter schools to engage in best practices will cost more money than they are taking in, this would be looked at in January. The policy to keep the more than 2-month reserves would be breached.

Mayor Coviello explained there are impacts on the City's ability to borrow at a low rate if we move into lowering the millage rate. What happens if we have to lay out another \$17M this year or next, and replenishment into reserves.

City Manager Szerlag explained the checkbook approach, see what check needs to be written for services, then take that same value to other cities and you would find it very competitive.

Interim Assistant City Manager Barron demonstrated the City of Cape Coral Property Checkbook approach that is located on our website at [www.capecoral.net/checkbook](http://www.capecoral.net/checkbook) which breaks down the costs of similar services in area cities. She mentioned this checkbook approach is also being set up for the GO Bond.

Councilmember Stokes explained our needs must come before our wants. He wondered about the FEMA returns timeline.

Director Bateman explained refunds are quicker for fire districts and not municipalities because their claims were for salaries and assigned equipment. Debris management was our City's major problem which was about \$11M of the \$17M. The City has experienced staff turnover in the FEMA program, then it needs approval by the Feds and State review. Then, the money gets to the State, maximum of 75%, three years is a good timeline. The City closed out Hurricane Charley about 4 years ago. Her Deputy Director is still working on the reconciliations of IRMA.

Councilmember Stokes requested if Council can help to speed up the process.

Director Bateman responded we do not have a State contact. We need to duplicate everything that goes to the Feds. She also explained the work involved. It would be helpful to know who our State representative is.

Councilmember Stokes continued making sure we are taking care of our current employees and our current financial situation. Look at things that are not in place yet.

Councilmember Gunter reviewed the department numbers from 2018 and 2019. He reviewed that most departments have a \$1.2M increase, and there is an \$8.4M reduction in Governmental Services. The positions that were vacant for two years or more were a total of seven positions with an annual salary of \$350,826. He has asked about 121 open positions and he wanted to know how long they are vacant and the salaries. That is why he recommended the ¼ mill reduction. He stated we can come up with \$3.3M in other areas except for the fund balance, adding that he can come up with a little over \$1M very quickly.

City Manager Szerlag explained he was not able to respond to the email received this afternoon relative to the cost for those positions. Some managers will not budget 100% of payroll costs, but he does. What you budget in terms of the aggregate against what you spent so far in the span of a fiscal year and what you have yet to spend is more pertinent than the vacant positions that you have had. We're always in a state of flux with our vacancies.

Budget Administrator Phillips provided information about the payroll budget for this fiscal year. On a budget of \$170M, we spent \$142M in payroll. We spent 84% of that payroll budget and experienced 86% of the Fiscal year which is a 2% difference. We have to keep in mind when there is a small lag, there is leave payout if employees have excess paid time off that has to be paid out. It is also where we account for employees leaving and have a bank of PTO hours that have to be paid out. We're expecting about a \$2.4M payout for the end of this fiscal year. When we look at 84% actually spent versus 86% of the way through the fiscal year, we also had that component to consider. Last year we spent over \$3M on that leave payout.

Director Bateman explained how we decreased FY19's budget for Fire because of moving the engineer ladder truck to FY2018. She further explained the personnel cost went up because of salary, pension, and health care costs.

City Manager Szerlag mentioned before his time, there was budgeting of a certain percentage of payroll, primarily Police and Fire. It looked good in terms of the budget that was adopted, but the Police Department was going to run out of money if there was no budget transfer. When we budget for 100% it is for the eventualities. When he started, the millage rate was 7.95. We went through Revenue Diversification and waited about a year and a half because of the lawsuit against our methodology for the Fire Service Assessment. We won, and it is a great benefit to the single family residential properties. The millage started dropping in 2015. We kept it constant from last year to this year at 6.75. We are still in capital catch up and have added 300 full time positions to the payroll because our level of service was so low then, it is good now, and he would ask for more people but wanted to keep the millage at the same rate.

Councilmember Stout was not aware of the appetite for a lowering of millage. Generally speaking, Council goes along with the City Manager's recommendations. She reiterated she was not in agreement with subsidization of the schools. Let them know early, the Lee County School District needs to step up in the future. The fund balance and the reserve element are \$10M over last year. She does not think the referendum for Parks will pass. She wants to begin to address the capital issues for Parks and Recreation. If the money is there, certainly we can do something. Her biggest concern is that even though she hears we need more money for streets, lights, and medians, we are not doing a bad job with improvements to how our City looks, she has seen great progress, and believes 47<sup>th</sup> Terrace will be great. She will follow her fellow Councilmembers because she does not know how to reduce with the future of the homestead item passing. We need to be more frugal with the expenses we take on.

City Attorney Menendez explained this evening the motion will be for the proposed millage rate. If you lower it from 6.75, you will not be able to increase it between now and the final. If you keep it at a certain level, you can go down. If you drop it today, you will not be able to increase it. Whatever rate you set as a proposed will be the top millage rate allowed to be imposed for the upcoming fiscal year. The final one cannot exceed the tentative, the final one can be lower than the tentative, but it cannot be higher.

Councilmember Cosden stated she did not hear this come up over the budget hearings. To lower the rate at this date, not knowing what could be cut, she wants to lower the millage, but not tonight. She urged Council to keep it at 6.75 so that if we decide at the next hearing to lower it, it could occur.

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

Ordinance 64-18 FY2019 Operating Budget - First Public Hearing, Set Second and Final Public Hearing Date September 20, 2018

Adopt Tentative Budget

WHAT THE ORDINANCE ACCOMPLISHES:

The ordinance adopts the City of Cape Coral operating budget, revenues (sources) and expenditures (uses), and capital budget for the Fiscal Year 2019 for the City of Cape Coral and repeals all ordinances in conflict with this ordinance. (Applicant: Brought forward by City Management.)

City Clerk van Deutekom read the title of the Ordinance.

Director Bateman explained the purpose of the Ordinance. Slides consisted of the following:

- Ordinance 64-18
- Summary of Budget
- Summary of Budget General Fund
- Tentative Budget

Public Hearing opened.

No speakers.

Public Hearing closed.

***Councilmember Gunter moved, seconded by Councilmember Carioscia to adopt the Tentative FY 2019 Budget Totaling \$780,530,614, as presented.***

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

**TIME AND PLACE OF FUTURE MEETINGS**

A Regular Meeting of the Cape Coral City Council was scheduled for Monday, September 17, 2018 at 4:30 p.m. in Council Chambers.

**MOTION TO ADJOURN**

There being no further business, the meeting adjourned at 6:57 p.m.

Submitted by,

Rebecca van Deutekom, MMC  
City Clerk

**Item Number: B.(1)**  
**Meeting Date: 10/1/2018**  
**Item Type: CONSENT AGENDA**

**AGENDA REQUEST FORM**  
CITY OF CAPE CORAL



**TITLE:**

Resolution 200-18 Approves purchases of Capital Equipment, Vehicles and the corresponding peripheral equipment (upfitting), Hardware, Software and Maintenance within the City's General Fund, Special Revenue, Enterprise Funds and Internal Service Fund Groups including, but not limited to the Water and Sewer Fund, Stormwater Fund, Golf Course Fund, Internal Services Facilities Fund, Internal Services Fleet Fund, Lot Mowing Fund, Sidewalk Capital Project Fund and to dispose of City-owned surplus tangible personal property that is no longer needed as a result of said purchases in accordance to the City of Cape Coral Procurement Ordinance and authorize the City Manager to approve the purchase orders for these purchases and any related documents. Department(s): City-Wide; Dollar value: \$13,196,067 (Capital Project Fund, Enterprise Fund, General Fund, Internal Services Fund, Special Revenue 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?

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

**SUMMARY EXPLANATION AND BACKGROUND:**

1. The administrative resolution relates to capital and operating needs within the City's General, Special Revenue, Enterprise Funds, and Internal Service Fund Groups including, but not limited to the Water and Sewer Fund, Stormwater Fund, Golf Course Fund, Internal Services Facilities Fund, Internal Services Fleet Fund, Lot Mowing Fund and Sidewalk Capital Project Fund.
2. The administrative resolution includes Capital Equipment, Vehicles and corresponding upfitting equipment, Hardware, Software and Maintenance for Fiscal Year 2019. The total for FY2019 request is estimated at \$13,196,067 (Equipment \$5,212,994/Maintenance \$156,500/ Rolling Stock-Vehicle \$2,529,813/ Software \$5,296,760).
3. Equipment identified for procurement covers a range of assets including mechanical, electrical, analytical, and information technology. Equivalents are used where applicable and this does not alter the administrative review prior to authorizing any purchases. Equipment and vehicles will be reviewed and re-prioritize based on use and resources needs.
4. This resolution does not cover contracts covered by the Consultants' Competitive Negotiation

Act (CCNA).

5. This resolution allows the City to take advantage of bulk purchasing agreements and minimizes administrative processes. In addition to using the City's competitive solicitation processes, City's Invitation to Bid, Request for Proposal or Request for Quotation processes, many of the City's equipment items and/or services are purchased by "piggybacking" quotes, bids or contracts awarded by other entities in order to take advantage of the purchasing power of a larger entity.
6. If this request is approved, these items may be purchased by piggybacking awards made by entities such as the Federal General Services Administration; the National Association of Counties; US Communities, the State of Florida; Lee County, Florida; Lake County, Florida; Hillsborough County, State of Florida and the Florida Sheriffs Association/Florida Association of Counties to name a few.
7. For goods and/or services not on a bid or contract awarded by another entity, Procurement will follow the City's procurement ordinance 2-144 bidding and/or quoting process. Staff is also requesting authorization to utilize section 2-141 waiver of process, if after thorough review, it is determined that it is in the City's best interest to do so to obtain goods and services which cannot be acquired through the normal purchasing process due to insufficient time, the nature of the goods or services or other factors.
8. Equipment replaced and taken out of service will be sent to auction.
9. Funding Source: Each department's accounts for the corresponding fund will be charged

#### **LEGAL REVIEW:**

#### **EXHIBITS:**

Recommendation Memo  
Resolution 200-18

#### **PREPARED BY:**

Wanda                      Division- Procurement      Department- Finance  
Roop

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

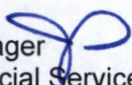

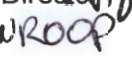
Victoria Bateman, Financial Services Director

#### **ATTACHMENTS:**

<b>Description</b>	<b>Type</b>
▣ Recommendation memo	Backup Material
▣ Resolution 200-18	Resolution

CITY OF CAPE CORAL  
FINANCIAL SERVICE DEPARTMENT

TO: Mayor Coviello and Council Members

FROM: John Szerlag, City Manager   
Victoria Bateman, Financial Services Director   
Wanda Roop, Procurement Manager 

DATE: September 20, 2018

SUBJECT: Resolution 200-18 Capital Equipment, Vehicles and the corresponding peripheral equipment (up fitting), Hardware, Software and Maintenance for City's General Fund, Special Revenue, Capital Project Fund, Enterprise Funds and Internal Service Fund Groups including, but not limited to the General Fund, Water and Sewer Fund, Storm Water Fund, Golf Course Fund, Internal Services Facilities Fund, Internal Services Fleet Fund, Lot Mowing Fund, All Hazards, and Building Fund

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Resolution 200-18 is an annual resolution related to Capital Equipment, Vehicles and the corresponding peripheral equipment (up fitting), Hardware, Software and Maintenance needs within the City's General Fund, Special Revenue, Capital Project, Enterprise Fund and Internal Service Fund Groups including, but not limited to the Water and Sewer Fund, Storm Water Fund, Golf Course Fund, Internal Services Facilities Fund, Internal Services Fleet Fund and Lot Mowing Fund. The items listed were previously identified in the City's Fiscal Year 2019 Operating Budget and can be found in the Asset Improvement Plan section of the budget.

This resolution allows the City to take advantage of bulk purchasing agreements and minimizes administrative processes. This resolution does not cover contracts covered by the Consultants' Competitive Negotiation Act.

The equipment identified for procurement covers a City-wide range of assets including mechanical, electrical, analytical, and information technology. Equivalents for both vehicles and equipment are used where applicable and this does not alter the administrative review prior to authorizing any purchases.

In addition to using the City's competitive solicitation processes, City's Invitation to Bid, Request for Proposal or Request for Quotation processes, many of the goods and/or services are purchased by "piggybacking" quotes, bids, or contracts awarded by other entities in order to take advantage of the purchasing power of a larger entity. Once a request is approved, the capital items may be purchased by piggybacking awards made by entities such as the Federal General Services Administration; the National Association of Counties; US Communities, the State of Florida; Lee County, Florida; Collier County, Florida; Hillsborough County, Florida and the Florida Sheriffs Association/Florida Association of Counties.

For goods and/or services not on a bid or contract awarded by another entity, Procurement will follow the City's procurement ordinance 2-144 bidding and/or quoting process. Staff is also requesting authorization to utilize section 2-141 waiver of process, if after thorough review, it is determined that it is in the City's best interest to do so to obtain goods and services which cannot be acquired through the normal purchasing process due to insufficient time, the nature of the goods or services, or other factors.

Equipment and vehicles replaced and taken out of service will be sent to auction.

RESOLUTION 200 – 18

A RESOLUTION OF THE CITY OF CAPE CORAL APPROVING THE PURCHASE BY THE CITY MANAGER OF BUDGETED FY 2019 CAPITAL EQUIPMENT, CAPITAL MAINTENANCE, CAPITAL ROLLING STOCK, AND CAPITAL SOFTWARE FUNDED BY THE ALS IMPACT FEE FUND, ALL HAZARDS FUND, BUILDING FUND, GENERAL FUND, GOLF COURSE FUND, FACILITIES FUND, FLEET FUND, PARKS AND RECREATION PROGRAMS FUND, STORMWATER FUND, WATER AND SEWER FUND, AND YACHT BASIN FUND IN ACCORDANCE WITH THE TERMS OF THIS RESOLUTION; APPROVING THE DISPOSAL OF ANY CITY-OWNED SURPLUS TANGIBLE PERSONAL PROPERTY THAT IS NO LONGER NEEDED BY THE CITY AS THE RESULT OF THE PURCHASE OF SUCH CAPITAL ASSETS FROM THE AFOREMENTIONED PURCHASES IN ACCORDANCE WITH THE REQUIREMENTS OF SECTION 2-154 OF THE CITY CODE AND THIS RESOLUTION; PROVIDING AN EFFECTIVE DATE.

WHEREAS, on September 20, 2018, the City Council approved the City's FY 2019 budget that includes, but is not limited to, an Asset Improvement Program (AIP) for FY 2019-23 containing a Capital Equipment Program, a Capital Maintenance Program, a Capital Rolling Stock Program, and a Capital Software Program, and; and

WHEREAS, the annual FY 2019 approved budget for the Stormwater Fund provides funding for \$362,100 in identified equipment purchases and \$478,500 in identified rolling stock purchases; and

WHEREAS, the annual FY 2019 approved budget for the Water and Sewer Fund provides funding for \$2,627,698 in identified equipment purchases, \$638,844 in identified rolling stock purchases, and \$2,000,000 in identified software purchases; and

WHEREAS, the annual FY 2019 approved budget for the General Fund provides funding for \$1,665,160 in identified equipment purchases, \$57,000 in identified maintenance purchases, \$1,150,469 in identified rolling stock purchases, and \$982,211 in identified software purchases; and

WHEREAS, the annual FY 2019 approved budget for the Facilities Fund provides funding for \$30,000 in identified rolling stock purchases; and

WHEREAS, the annual FY 2019 approved budget for the Fleet Fund provides funding for \$126,000 in identified equipment purchases; and

WHEREAS, the annual FY 2019 approved budget for the Golf Course Fund provides funding for \$148,500 in identified equipment purchases; and

WHEREAS, the annual FY 2019 approved budget for the All Hazards Fund provides funding for \$148,386 in identified equipment purchases, \$80,000 in identified maintenance purchases, and \$94,000 in identified rolling stock purchases; and

WHEREAS, the annual FY 2019 approved budget for the ALS Impact Fee Fund provides funding for \$88,150 in identified equipment purchases; and

WHEREAS, the annual FY 2019 approved budget for the Building Fund provides funding for \$110,000 in identified rolling stock purchases and \$2,314,549 in identified software purchases; and

WHEREAS, the annual FY 2019 approved budget for the Parks and Recreation Programs Fund provides funding for \$35,000 in identified equipment purchases, \$19,500 in identified maintenance purchases, and \$28,000 in identified rolling stock purchases; and

WHEREAS, the annual FY 2019 approved budget for the Yacht Basin Fund provides funding for \$12,000 in identified equipment purchases; 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, pursuant to the Code of Ordinances, Section 2-141(c), the City Council may authorize the waiver of procurement procedures upon the recommendation of the City Manager that it is in the City's best interest to do so to obtain goods and services which cannot be acquired through the normal purchasing process due to insufficient time, the nature of the goods or services, or other factors; and

WHEREAS, because the equipment, maintenance, rolling stock, and software identified for procurement cover a wide range of assets, equivalents are used where applicable, and the purchases may be reviewed and re-prioritized based on use and resource needs; and

WHEREAS, the City Code of Ordinances Chapter 2, Article VII, Division 3, Section 2-154 identifies the procedures and requirements for the proper disposition of surplus City-owned tangible personal property; and

WHEREAS, the City Manager requests Council approval to purchase the Equipment, Maintenance, Rolling Stock, and Software and identified in the adopted AIP and for which the annual FY 2019 approved budget for the Stormwater Fund, Water and Sewer Fund, General Fund, Facilities Fund, Fleet Fund, Golf Course Fund, All Hazards Fund, ALS Impact Fee Fund, Building Fund, Parks and Recreation Programs Fund, and Yacht Basin Fund provides funding; and

WHEREAS, the City Manager requests City Council to authorize the waiver of procurement procedures for the purchase of the items identified in Exhibit A if the City Manager finds that it is in the City's best interest to do so to obtain goods and services which cannot be acquired through the normal purchasing process due to insufficient time, the nature of the goods or services, or other factors; and

WHEREAS, the City Council finds that, in order to avoid unnecessary delays due to vehicle and equipment failures and to eliminate redundancy in the administrative process, it is in the best interest of the City to approve at this time the execution by the City Manager or his designee of all procurement-related purchase orders, contracts, contract amendments and contract renewals in excess of \$50,000 for the purchase of any and all of the new and replacement equipment, maintenance, rolling stock, and software identified in the adopted AIP and for which the annual FY 2019 approved budget for the Stormwater Fund, Water and Sewer Fund, General Fund, Facilities Fund, Fleet Fund, Golf Course Fund, All Hazards Fund, ALS Impact Fee Fund, Building Fund, Parks and Recreation Programs Fund, and Yacht Basin Fund provides funding identified herein that have not yet been purchased.

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 execution by the City Manager or his designee of all procurement related purchase orders, contracts, contract amendments and contract renewals in excess of \$50,000 pursuant to City Code of Ordinances Chapter 2, Article VII, Division 1, Section 2-142(e) for purchases of new and replacement equipment, maintenance, software and rolling stock identified in the adopted AIP, for which the annual FY 2019 approved budget for the Stormwater Fund, Water and Sewer Fund, General Fund, Facilities Fund, Fleet Fund, Golf Course Fund, All Hazards Fund, ALS Impact Fee Fund, Building Fund, Parks and Recreation Programs Fund, and Yacht Basin Fund provides funding, attached hereto as Exhibit A. 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 2. The City Council hereby approves the waiver of procurement procedures in the event the City Manager believes that it would be in the City's best interest to obtain any equipment, maintenance, rolling stock, or software identified in the attached Exhibit A outside of the normal procurement procedures identified in Section 2-144 of the City Code, pursuant to Section 2-141(c).

Section 3. The City Council hereby approves the reprioritization of equipment and vehicles identified in Exhibit A based upon review of current needs.

Section 4. If, as the result of a purchase of a replacement capital asset identified in the AIP and for which the approved FY 2019 budget for the Stormwater Fund, Water and Sewer Fund, General Fund, Facilities Fund, Fleet Fund, Golf Course Fund, All Hazards Fund, ALS Impact Fee Fund, Building Fund, Parks and Recreation Programs Fund, and Yacht Basin Fund provides funding, the City Manager determines that any City-owned tangible personal property is surplus, the City Manager is hereby authorized to dispose of the surplus property as provided in Section 2-154(c) of the City Code of Ordinances. Pursuant to Section 2-154(c)(6), a periodic report shall be submitted for any items sold at auction.

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 \_\_\_\_\_  
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:

  
\_\_\_\_\_  
DOLORES D. MENENDEZ  
CITY ATTORNEY  
res/Capital Purchases FY2019

City of Cape Coral  
Summary - FY2019 Capital Equipment, Rolling Stock (includes upfitting), Maintenance, Hardware and Software  
Resolution 200-18

By Category	FY2019 Budget
Equipment	\$ 5,212,994
Maintenance	\$ 156,500
Software	\$ 5,296,760
Rolling Stock - Vehicle	\$ 2,529,813
<b>Grand Total</b>	<b>\$ 13,196,067</b>

By Fund	FY2019 Budget
General Fund	\$ 3,854,840
Special Revenue Fund - All Hazards	\$ 322,386
Special Revenue Fund - P&R Programs	\$ 82,500
Enterprise Fund - Water & Sewer	\$ 5,266,542
Special Revenue Fund - Building	\$ 2,424,549
Special Revenue Fund - ALS Impact	\$ 88,150
Internal Service Fund - Fleet	\$ 126,000
Enterprise Fund - Stormwater	\$ 840,600
Special Revenue Fund - Yacht Basin	\$ 12,000
Special Revenue - Golf Course	\$ 148,500
Internal Service Fund - Facilities	\$ 30,000
<b>Grand Total</b>	<b>\$ 13,196,067</b>

By Department	FY2019 Budget
City Clerk	\$ 17,000
DCD	\$ 2,450,549
Fire	\$ 625,596
ITS	\$ 860,000
Parks & Recreation	\$ 647,000
Police	\$ 1,002,469
Public Works	\$ 1,424,700
Utilities	\$ 5,266,542
Government Services	\$ 902,211
<b>Grand Total</b>	<b>\$ 13,196,067</b>

Category Distribution	FY2019 Budget
<b>Equipment</b>	<b>\$ 5,212,994</b>
Enterprise Fund - Stormwater	\$ 362,100
Enterprise Fund - Water & Sewer	\$ 2,627,698
General Fund	\$ 1,665,160
Internal Service Fund - Fleet	\$ 126,000
Special Revenue - Golf Course	\$ 148,500
Special Revenue Fund - All Hazards	\$ 148,386
Special Revenue Fund - ALS Impact	\$ 88,150
Special Revenue Fund - P&R Programs	\$ 35,000
Special Revenue Fund - Yacht Basin	\$ 12,000
<b>Maintenance</b>	<b>\$ 156,500</b>
General Fund	\$ 57,000
Special Revenue Fund - All Hazards	\$ 80,000
Special Revenue Fund - P&R Programs	\$ 19,500
<b>Rolling Stock - Vehicle</b>	<b>\$ 2,529,813</b>
Enterprise Fund - Stormwater	\$ 478,500
Enterprise Fund - Water & Sewer	\$ 638,844
General Fund	\$ 1,150,469
Internal Service Fund - Facilities	\$ 30,000
Special Revenue Fund - All Hazards	\$ 94,000
Special Revenue Fund - Building	\$ 110,000
Special Revenue Fund - P&R Programs	\$ 28,000
<b>Software</b>	<b>\$ 5,296,760</b>
Enterprise Fund - Water & Sewer	\$ 2,000,000
General Fund	\$ 982,211
Special Revenue Fund - Building	\$ 2,314,549
<b>Grand Total</b>	<b>\$ 13,196,067</b>

Fund Distribution	FY2019 Budget
<b>Enterprise Fund - Stormwater</b>	<b>\$ 840,600</b>
Equipment	\$ 362,100
Rolling Stock - Vehicle	\$ 478,500
<b>Enterprise Fund - Water &amp; Sewer</b>	<b>\$ 5,266,542</b>
Equipment	\$ 2,627,698
Rolling Stock - Vehicle	\$ 638,844
Software	\$ 2,000,000
<b>General Fund</b>	<b>\$ 3,854,840</b>
Equipment	\$ 1,665,160
Maintenance	\$ 57,000
Rolling Stock - Vehicle	\$ 1,150,469
Software	\$ 982,211
<b>Internal Service Fund - Facilities</b>	<b>\$ 30,000</b>
Rolling Stock - Vehicle	\$ 30,000
<b>Internal Service Fund - Fleet</b>	<b>\$ 126,000</b>
Equipment	\$ 126,000
<b>Special Revenue - Golf Course</b>	<b>\$ 148,500</b>
Equipment	\$ 148,500
<b>Special Revenue Fund - All Hazards</b>	<b>\$ 322,386</b>
Equipment	\$ 148,386
Maintenance	\$ 80,000
Rolling Stock - Vehicle	\$ 94,000
<b>Special Revenue Fund - ALS Impact</b>	<b>\$ 88,150</b>
Equipment	\$ 88,150
<b>Special Revenue Fund - Building</b>	<b>\$ 2,424,549</b>
Rolling Stock - Vehicle	\$ 110,000
Software	\$ 2,314,549
<b>Special Revenue Fund - P&amp;R Programs</b>	<b>\$ 82,500</b>
Equipment	\$ 35,000
Maintenance	\$ 19,500
Rolling Stock - Vehicle	\$ 28,000
<b>Special Revenue Fund - Yacht Basin</b>	<b>\$ 12,000</b>
Equipment	\$ 12,000
<b>Grand Total</b>	<b>\$ 13,196,067</b>

Department Distribution	FY2019 Budget
<b>City Clerk</b>	<b>\$ 17,000</b>
General Fund	\$ 17,000
<b>DCD</b>	<b>\$ 2,450,549</b>
General Fund	\$ 26,000
Special Revenue Fund - Building	\$ 2,424,549
<b>Fire</b>	<b>\$ 625,596</b>
General Fund	\$ 215,060
Special Revenue Fund - All Hazards	\$ 322,386
Special Revenue Fund - ALS Impact	\$ 88,150
<b>ITS</b>	<b>\$ 860,000</b>
General Fund	\$ 860,000
<b>Parks &amp; Recreation</b>	<b>\$ 647,000</b>
General Fund	\$ 404,000
Special Revenue - Golf Course	\$ 148,500
Special Revenue Fund - P&R Programs	\$ 82,500
Special Revenue Fund - Yacht Basin	\$ 12,000
<b>Police</b>	<b>\$ 1,002,469</b>
General Fund	\$ 1,002,469
<b>Public Works</b>	<b>\$ 1,424,700</b>
Enterprise Fund - Stormwater	\$ 840,600
General Fund	\$ 428,100
Internal Service Fund - Facilities	\$ 30,000
Internal Service Fund - Fleet	\$ 126,000
<b>Utilities</b>	<b>\$ 5,266,542</b>
Enterprise Fund - Water & Sewer	\$ 5,266,542
<b>Government Services</b>	<b>\$ 902,211</b>
General Fund	\$ 902,211
<b>Grand Total</b>	<b>\$ 13,196,067</b>

ITEM	FY 2019 BUDGET	DESCRIPTION	FUND	DEPARTMENT	PARENT BU	CATEGORY
1	11,000	Digital Microfilm Machine 22764	General Fund	City Clerk	120201	Equipment
2	6,000	WorkGroup Scanner(s) 27823	General Fund	City Clerk	120201	Equipment
3	5,000	Gear Washer/Extractor	General Fund	Fire	122301	Equipment
4	61,061	Hydraulic Rescue	General Fund	Fire	122301	Equipment
5	40,789	Thermal imaging camera - (5 yr. exp. Life)	General Fund	Fire	122301	Equipment
6	8,550	Sta#1 5 Ton Split System Upstairs	General Fund	Fire	122301	Equipment
7	8,040	Sta#1 4 Ton Split Systemupstairs	General Fund	Fire	122301	Equipment
8	8,550	Sta#1 5 Ton Split System downstairs	General Fund	Fire	122301	Equipment
9	8,040	Sta#1 4 Ton Split System 1st floor	General Fund	Fire	122301	Equipment
10	6,400	Sta#1 Mini Split System downstairs	General Fund	Fire	122301	Equipment
11	8,040	Sta#9 4 Ton Split System upstairs	General Fund	Fire	122301	Equipment
12	8,550	Sta#9 5 Ton Split Systemdownstairs	General Fund	Fire	122301	Equipment
13	8,040	Sta#9 4 Ton Split System downstairs	General Fund	Fire	122301	Equipment
14	5,000	WeatherSTEM Community All-Hazards Weather Station	Special Revenue Fund - All Hazards	Fire	232010	Equipment
15	18,386	Air Conditioner Replacement	Special Revenue Fund - All Hazards	Fire	232010	Equipment
16	125,000	Fire 100KW Mobile Generator	Special Revenue Fund - All Hazards	Fire	232750	Equipment
17	88,150	Cardiac Monitors at ALS Stations	Special Revenue Fund - ALS Impact	Fire	212010	Equipment
18	45,000	Access & Monitoring (Cameras, Video Storage, Access Systems)	General Fund	ITS	118302	Equipment
19	225,000	Cable Infrastructure/Fiber/light control etc	General Fund	ITS	118301	Equipment
20	25,000	Miscellaneous Equipment Replacement -Emer Basis	General Fund	ITS	118301	Equipment
21	110,000	Server & Virtualization Upgrade	General Fund	ITS	118302	Equipment
22	65,000	Server Upgrades	General Fund	ITS	118302	Equipment
23	85,000	Connectivity and hardware infrastructure	General Fund	ITS	118302	Equipment
24	50,000	Switches & Routers Upgrade	General Fund	ITS	118301	Equipment
25	35,000	EOC DC Power Upgrades	General Fund	ITS	118302	Equipment
26	140,000	VoIP/WiFi Systems Upgrade	General Fund	ITS	118301	Equipment
27	11,000	CLUB CAR CARRYALL TURF II	Special Revenue - Golf Course	Parks & Recreation	274050	Equipment
28	11,000	CLUB CAR CARRYALL TURF II	Special Revenue - Golf Course	Parks & Recreation	274050	Equipment
29	23,000	RYAN GREENSAIR	Special Revenue - Golf Course	Parks & Recreation	274050	Equipment
30	8,500	TORO DEBRIS 600	Special Revenue - Golf Course	Parks & Recreation	274050	Equipment
31	58,000	TORO 5510 REEL MASTER	Special Revenue - Golf Course	Parks & Recreation	274050	Equipment
32	37,000	TORO MULTI-PRO 1250	Special Revenue - Golf Course	Parks & Recreation	274050	Equipment
33	12,000	CLUB CAR CARRYALL XI	Special Revenue Fund - Yacht Basin	Parks & Recreation	272750	Equipment
34	55,000	Playground Equipment Replace - Caloosa	General Fund	Parks & Recreation	172001	Equipment
35	90,000	Playground Equipment Replace - Giuffrida	General Fund	Parks & Recreation	172001	Equipment
36	101,000	Playground Equipment Replace - Multi Sports	General Fund	Parks & Recreation	172001	Equipment
37	86,000	Playground Equipment Replace - Storm Complex	General Fund	Parks & Recreation	172001	Equipment
38	5,000	Hydraulic Replacement on Stage SE	Special Revenue Fund - P&R Programs	Parks & Recreation	272015	Equipment
39	30,000	Replace 125KW Generator SE	Special Revenue Fund - P&R Programs	Parks & Recreation	272015	Equipment
40	12,000	Fume Hood-Forensics (Replacement)	General Fund	Police	121103	Equipment
41	20,000	Humidifier Chamber - Forensics Lab (Replacement)	General Fund	Police	121103	Equipment
42	84,000	In-Car Video Cameras (Replacement)	General Fund	Police	121203	Equipment
43	22,000	License Plate Readers (Replacement)	General Fund	Police	121203	Equipment
44	22,000	Marine Law Enforcement Boats/Motors (Replacement)	General Fund	Police	121203	Equipment
45	10,000	Police K-9 (Replacement)	General Fund	Police	121203	Equipment
46	9,000	Shredder in Records (Replacement)	General Fund	Police	121102	Equipment

ITEM	FY 2019 BUDGET	DESCRIPTION	FUND	DEPARTMENT	PARENT BU	CATEGORY
47	5,000	American Signal GP 432	General Fund	Police	121750	Equipment
48	20,000	C3 Submersible Fluorometer	Enterprise Fund - Stormwater	Public Works	440015	Equipment
49	5,125	Replace # 23186 Circulating Water Bath	Enterprise Fund - Stormwater	Public Works	440016	Equipment
50	11,070	Purchase Balance (2)	Enterprise Fund - Stormwater	Public Works	440016	Equipment
51	25,000	Spectrophotometer and Fluorometer	Enterprise Fund - Stormwater	Public Works	440016	Equipment
52	50,000	Adjustable Trench box	Enterprise Fund - Stormwater	Public Works	440018	Equipment
53	5,905	Replace Air compressor #24485	Enterprise Fund - Stormwater	Public Works	440024	Equipment
54	107,000	CATERPILLAR 308E W/ TRAILER	Enterprise Fund - Stormwater	Public Works	440750	Equipment
55	138,000	JOHN DEERE 80C	Enterprise Fund - Stormwater	Public Works	440750	Equipment
56	5,000	Repair 2012 GPS Base Station	General Fund	Public Works	130123	Equipment
57	5,000	Repair 2012 GPS Rovers	General Fund	Public Works	130123	Equipment
58	5,000	Repair 2012 Total Stations	General Fund	Public Works	130123	Equipment
59	14,500	Replace Sign Shop Plotter #19947	General Fund	Public Works	130125	Equipment
60	151,600	CASE 621	General Fund	Public Works	131750	Equipment
61	20,000	Replace Lift CB (4of4) #24348	Internal Service Fund - Fleet	Public Works	500241	Equipment
62	31,000	Replace Lift HT Bay #24455	Internal Service Fund - Fleet	Public Works	500241	Equipment
63	15,000	Replace Tire Changer #24915, moved 3.13.18 per SM	Internal Service Fund - Fleet	Public Works	500241	Equipment
64	60,000	Purchase All Buildings Generator	Internal Service Fund - Fleet	Public Works	500241	Equipment
65	50,000	4' Diesel Pump (Portable/Maint)	Enterprise Fund - Water & Sewer	Utilities	401022	Equipment
66	7,000	New Rosemount Handheld Calibrator Model 475	Enterprise Fund - Water & Sewer	Utilities	401022	Equipment
67	11,735	Plant Transmitter for FLOW-Ultrasonic (1/yr)(6")	Enterprise Fund - Water & Sewer	Utilities	401022	Equipment
68	30,000	Replace 3 - 4,000 gal Bleach Tanks	Enterprise Fund - Water & Sewer	Utilities	401022	Equipment
69	13,000	Replace Plant #1 Ultrasonic Meters (2)	Enterprise Fund - Water & Sewer	Utilities	401022	Equipment
70	15,000	Replace Plant 2 Magmeter-Raw (20") Ultrasonic Meters)	Enterprise Fund - Water & Sewer	Utilities	401022	Equipment
71	31,399	Replace Total Concentrate Flowmeter	Enterprise Fund - Water & Sewer	Utilities	401022	Equipment
72	29,572	Replace VFD's Plant 1 & 2 Prod. Train (2/yr)	Enterprise Fund - Water & Sewer	Utilities	401022	Equipment
73	69,000	Replace Well Motors 50 HP w/motor leads (approx 5/yr)	Enterprise Fund - Water & Sewer	Utilities	401022	Equipment
74	9,683	Replace Worchester 6" Ball Valve (1/yr)	Enterprise Fund - Water & Sewer	Utilities	401022	Equipment
75	23,839	Wellfield VFD's 50 HP	Enterprise Fund - Water & Sewer	Utilities	401022	Equipment
76	100,000	Security Camera Replacements	Enterprise Fund - Water & Sewer	Utilities	401022	Equipment
77	10,335	Flow Meters for Chemical System	Enterprise Fund - Water & Sewer	Utilities	401023	Equipment
78	18,304	Replace Ball Valves	Enterprise Fund - Water & Sewer	Utilities	401023	Equipment
79	40,679	Replace Chemical Pumps 3/yr	Enterprise Fund - Water & Sewer	Utilities	401023	Equipment
80	50,496	Replace Well Motors 50 HP w/motor leads (approx 5/yr)	Enterprise Fund - Water & Sewer	Utilities	401023	Equipment
81	31,286	Replace Well Pumps and Accessories (3/yr)	Enterprise Fund - Water & Sewer	Utilities	401023	Equipment
82	29,572	Replacement Components for Multiple VFD's	Enterprise Fund - Water & Sewer	Utilities	401023	Equipment
83	28,860	Wellfield VFD's 50 HP	Enterprise Fund - Water & Sewer	Utilities	401023	Equipment
84	40,000	4" Hydraulic Diesel Pump (Portable/Maint)	Enterprise Fund - Water & Sewer	Utilities	401024	Equipment
85	42,049	"NEW" Hydraulic Tapping Tool & w/3"to12" Cutting Accessories (lateral	Enterprise Fund - Water & Sewer	Utilities	401024	Equipment
86	8,500	"NEW" HP DesignJet T2530 Multifunction Plotter	Enterprise Fund - Water & Sewer	Utilities	401024	Equipment
87	115,000	"NEW" Automated Manhole/Liftstation InspectionSystem	Enterprise Fund - Water & Sewer	Utilities	401024	Equipment
88	245,844	Replace Existing CUES TV Sewer Camera System	Enterprise Fund - Water & Sewer	Utilities	401024	Equipment
89	400,000	Replacement LIFT STATIONS Pumps	Enterprise Fund - Water & Sewer	Utilities	401025	Equipment
90	\$85,000	New Automated Manhole Inspection System	Enterprise Fund - Water & Sewer	Utilities	401025	Equipment
91	9,000	Replace Chlorine Analyzers	Enterprise Fund - Water & Sewer	Utilities	401026	Equipment

ITEM	FY 2019 BUDGET	DESCRIPTION	FUND	DEPARTMENT	PARENT BU	CATEGORY
92	60,000	Replace Grit Equipment	Enterprise Fund - Water & Sewer	Utilities	401026	Equipment
93	15,000	Replace Odor Control Equipment	Enterprise Fund - Water & Sewer	Utilities	401026	Equipment
94	30,000	Replace Service Water Motor /Pump	Enterprise Fund - Water & Sewer	Utilities	401026	Equipment
95	22,500	Replace Submersible Pumps (Scum, AB Filter & Liftstations)	Enterprise Fund - Water & Sewer	Utilities	401026	Equipment
96	30,000	Replace VFD	Enterprise Fund - Water & Sewer	Utilities	401026	Equipment
97	30,000	Replacement Mix Liquor Return pump	Enterprise Fund - Water & Sewer	Utilities	401026	Equipment
98	10,000	Replacement of Overhead Door & Opener	Enterprise Fund - Water & Sewer	Utilities	401026	Equipment
99	60,000	Replacement R.A.S. Pumps (Pumps & Motors)	Enterprise Fund - Water & Sewer	Utilities	401026	Equipment
100	25,000	SCADA SERVER/ PLC HARDWARE COMPONENTS	Enterprise Fund - Water & Sewer	Utilities	401026	Equipment
101	10,000	SECURITY & CCTV	Enterprise Fund - Water & Sewer	Utilities	401026	Equipment
102	25,000	Replace Chemical Feed Pumps Equipment	Enterprise Fund - Water & Sewer	Utilities	401027	Equipment
103	6,000	Replace Composite Sampler	Enterprise Fund - Water & Sewer	Utilities	401027	Equipment
104	25,000	Replace Submersible Flygt Pumps (Scum, AB Filter & Liftstations)	Enterprise Fund - Water & Sewer	Utilities	401027	Equipment
105	20,000	Replace Grit Pump Equipment	Enterprise Fund - Water & Sewer	Utilities	401027	Equipment
106	50,000	Replace Reuse Pump / Motor	Enterprise Fund - Water & Sewer	Utilities	401027	Equipment
107	15,000	Replace Reuse Pump Check Valve	Enterprise Fund - Water & Sewer	Utilities	401027	Equipment
108	50,000	Replace Transfer Pump /Motor	Enterprise Fund - Water & Sewer	Utilities	401027	Equipment
109	10,000	Replace Turbidity Meter Instrumentation Meters	Enterprise Fund - Water & Sewer	Utilities	401027	Equipment
110	12,500	Replace VFD's	Enterprise Fund - Water & Sewer	Utilities	401027	Equipment
111	15,000	Replacement Floating Mixer	Enterprise Fund - Water & Sewer	Utilities	401027	Equipment
112	35,000	Replacement Mix Liquor Return pump	Enterprise Fund - Water & Sewer	Utilities	401027	Equipment
113	10,000	SECURITY & CCTV	Enterprise Fund - Water & Sewer	Utilities	401027	Equipment
114	25,000	Centrifuge Motor VFD	Enterprise Fund - Water & Sewer	Utilities	401028	Equipment
115	27,500	SCADA RTU Upgrade Equipment	Enterprise Fund - Water & Sewer	Utilities	401029	Equipment
116	14,000	Replace Bleach Tanks (5 Double Wall Tanks) (CPS)	Enterprise Fund - Water & Sewer	Utilities	401029	Equipment
117	25,000	Replace VFD's (CPS)	Enterprise Fund - Water & Sewer	Utilities	401029	Equipment
118	12,000	New CPS Chlorine Feed Pumps	Enterprise Fund - Water & Sewer	Utilities	401029	Equipment
119	12,000	Replace Grinder Pumps CPS#5	Enterprise Fund - Water & Sewer	Utilities	401029	Equipment
120	68,045	BOBCAT ALL WHEEL LOADER	Enterprise Fund - Water & Sewer	Utilities	401750	Equipment
121	50,000	NEW TRLR W/ MTD GEN	Enterprise Fund - Water & Sewer	Utilities	401750	Equipment
122	50,000	NEW TRLR W/ MTD GEN	Enterprise Fund - Water & Sewer	Utilities	401750	Equipment
123	50,000	NEW TRLR W/ MTD GEN	Enterprise Fund - Water & Sewer	Utilities	401750	Equipment
124	70,000	NEW PTBL 6" PUMP	Enterprise Fund - Water & Sewer	Utilities	401750	Equipment
125	30,000	NEW SCISSORLIFT	Enterprise Fund - Water & Sewer	Utilities	401750	Equipment
126	44,000	NEW MANLIFT	Enterprise Fund - Water & Sewer	Utilities	401750	Equipment
127	23,000	INGERSOLL P185 COMPRESSOR	Enterprise Fund - Water & Sewer	Utilities	401750	Equipment
128	5,500	WANCO ARVADA WTSP-55-LSA	Enterprise Fund - Water & Sewer	Utilities	401750	Equipment
129	5,500	WANCO ARVADA WTSP-55-LSA	Enterprise Fund - Water & Sewer	Utilities	401750	Equipment
130	5,000	STONE CEMENT MIXER	Enterprise Fund - Water & Sewer	Utilities	401750	Equipment
131	80,000	Storage Building	Special Revenue Fund - All Hazards	Fire	232010	Maintenance
132	12,000	Water Heater Replacements	General Fund	Police	121101	Maintenance
133	45,000	Eco Park - Replace Storage/Office Building w/ new	General Fund	Parks & Recreation	172001	Maintenance
134	19,500	AQ-YC Remove Diving Boards, Install Slide Feature	Special Revenue Fund - P&R Programs	Parks & Recreation	272023	Maintenance
135	26,000	FORD F150 Supervisor *****	General Fund	DCD	127750	Rolling Stock - Vehicle
136	27,500	FORD F-150	Special Revenue Fund - Building	DCD	235750	Rolling Stock - Vehicle

ITEM	FY 2019 BUDGET	DESCRIPTION	FUND	DEPARTMENT	PARENT BU	CATEGORY
137	27,500	FORD F-150	Special Revenue Fund - Building	DCD	235750	Rolling Stock - Vehicle
138	27,500	FORD F-150	Special Revenue Fund - Building	DCD	235750	Rolling Stock - Vehicle
139	27,500	FORD F-150	Special Revenue Fund - Building	DCD	235750	Rolling Stock - Vehicle
140	44,000	ADD*TBD*1/2 Ton Pickup Truck (Unleaded) 4x4	General Fund	Fire	122750	Rolling Stock - Vehicle
141	44,000	*NEW* 1/2 Ton Pickup Truck (Unleaded) 4x4	Special Revenue Fund - All Hazards	Fire	232750	Rolling Stock - Vehicle
142	50,000	Fire Trailer (Enclosed) - All Hazards Multi Use	Special Revenue Fund - All Hazards	Fire	232750	Rolling Stock - Vehicle
143	27,000	FORD EXPLORER	General Fund	Parks & Recreation	171750	Rolling Stock - Vehicle
144	28,000	FORD RANGER	Special Revenue Fund - P&R Programs	Parks & Recreation	272750	Rolling Stock - Vehicle
145	41,000	Ford Explorer	General Fund	Police	121750	Rolling Stock - Vehicle
146	51,000	Chevy Tahoe	General Fund	Police	121750	Rolling Stock - Vehicle
147	51,000	Chevy Silverado	General Fund	Police	121750	Rolling Stock - Vehicle
148	51,000	Ford F350	General Fund	Police	121750	Rolling Stock - Vehicle
149	51,000	Ford Crown Victoria	General Fund	Police	121750	Rolling Stock - Vehicle
150	51,000	Ford Crown Victoria	General Fund	Police	121750	Rolling Stock - Vehicle
151	51,000	Dodge Charger	General Fund	Police	121750	Rolling Stock - Vehicle
152	51,000	Dodge Charger	General Fund	Police	121750	Rolling Stock - Vehicle
153	51,000	Ford Taurus	General Fund	Police	121750	Rolling Stock - Vehicle
154	51,000	Chevy Impala	General Fund	Police	121750	Rolling Stock - Vehicle
155	51,000	Chevy Impala	General Fund	Police	121750	Rolling Stock - Vehicle
156	51,000	Chevy Impala	General Fund	Police	121750	Rolling Stock - Vehicle
157	51,000	Ford Crown Victoria	General Fund	Police	121750	Rolling Stock - Vehicle
158	51,000	Ford Crown Victoria	General Fund	Police	121750	Rolling Stock - Vehicle
159	51,000	Ford Crown Victoria	General Fund	Police	121750	Rolling Stock - Vehicle
160	51,469	Chevy Tahoe	General Fund	Police	121750	Rolling Stock - Vehicle
161	105,000	SEMI TRUCK TRACTOR	Enterprise Fund - Stormwater	Public Works	440750	Rolling Stock - Vehicle
162	2,500	HITCH AND TRAILER L6412G2 AFFIX TO VEHICLE	Enterprise Fund - Stormwater	Public Works	440750	Rolling Stock - Vehicle
163	138,000	INTERNATIONAL STAKE BODY W/CRANE	Enterprise Fund - Stormwater	Public Works	440750	Rolling Stock - Vehicle
164	36,000	FORD F350	Enterprise Fund - Stormwater	Public Works	440750	Rolling Stock - Vehicle
165	95,000	FORD F750	Enterprise Fund - Stormwater	Public Works	440750	Rolling Stock - Vehicle
166	36,000	FORD F350	Enterprise Fund - Stormwater	Public Works	440750	Rolling Stock - Vehicle
167	32,000	FORD F350	Enterprise Fund - Stormwater	Public Works	440750	Rolling Stock - Vehicle
168	34,000	CLARK TRAILER 45'	Enterprise Fund - Stormwater	Public Works	440750	Rolling Stock - Vehicle
169	90,000	FORD F-350 TRUCKSTAKE	General Fund	Public Works	131750	Rolling Stock - Vehicle
170	90,000	FORD F-450 STAKEBODY	General Fund	Public Works	131750	Rolling Stock - Vehicle
171	32,000	FORD F350	General Fund	Public Works	131750	Rolling Stock - Vehicle
172	35,000	FORD F350	General Fund	Public Works	131750	Rolling Stock - Vehicle
173	30,000	Ford EXPLORER *****	Internal Service Fund - Facilities	Public Works	500225	Rolling Stock - Vehicle
174	26,000	FORD F150	Enterprise Fund - Water & Sewer	Utilities	401750	Rolling Stock - Vehicle
175	115,000	Automated Manhole Lift station Inspection TRUCK *****	Enterprise Fund - Water & Sewer	Utilities	401750	Rolling Stock - Vehicle
176	254,844	Sewer Camera TV Truck CA25310 TRUCK *****	Enterprise Fund - Water & Sewer	Utilities	401750	Rolling Stock - Vehicle
177	16,000	BUTLER TRAILER	Enterprise Fund - Water & Sewer	Utilities	401750	Rolling Stock - Vehicle
178	40,000	FORD F350 UTIL	Enterprise Fund - Water & Sewer	Utilities	401750	Rolling Stock - Vehicle
179	15,000	BUTLER TRAILER	Enterprise Fund - Water & Sewer	Utilities	401750	Rolling Stock - Vehicle
180	15,000	BUTLER TRAILER	Enterprise Fund - Water & Sewer	Utilities	401750	Rolling Stock - Vehicle
181	15,000	BUTLER TRAILER	Enterprise Fund - Water & Sewer	Utilities	401750	Rolling Stock - Vehicle

City of Cape Coral

Detail - FY2019 Capital Equipment, Rolling Stock (includes upfitting), Maintenance, Hardware and Software

Resolution 200-18

ITEM	FY 2019 BUDGET	DESCRIPTION	FUND	DEPARTMENT	PARENT BU	CATEGORY
182	15,000	BUTLER TRAILER LT1416-WL	Enterprise Fund - Water & Sewer	Utilities	401750	Rolling Stock - Vehicle
183	16,000	BUTLER TRAILER	Enterprise Fund - Water & Sewer	Utilities	401750	Rolling Stock - Vehicle
184	111,000	INTERNATIONAL 2574	Enterprise Fund - Water & Sewer	Utilities	401750	Rolling Stock - Vehicle
185	2,314,549	Energov Software	Special Revenue Fund - Building	DCD	235010	Software
186	902,211	ERP Software	General Fund	Government Services	184006	Software
187	80,000	Software Customizations/Upgrades	General Fund	ITS	118201	Software
189	2,000,000	Utiligy Software	Enterprise Fund - Water & Sewer	Utilities	401015	Software

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**13,196,067 TOTAL**

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**Item Number: B.(2)**  
**Meeting Date: 10/1/2018**  
**Item Type: CONSENT AGENDA**

**AGENDA REQUEST FORM**  
CITY OF CAPE CORAL



**TITLE:**

Resolution 211-18 Award Bid# ITB-UT18-75/KR Southwest RO WTP Odor Control Modifications to Poole and Kent Company of Florida, located in Miami, FL, as the lowest responsive, responsible bidder, for the demolition and installation of the new water treatment degasification system and odor control stacks located at the Southwest RO Water Treatment Plant for \$1,049,000 plus a 10% City controlled contingency of \$104,900 for a total project cost of \$1,153,900 and authorize the City Manager or designee to execute the contract, amendments, change orders and purchase orders, within his authority; Department: Utilities; Dollar Value: \$1,153,900; (Water and Sewer Fund)

**REQUESTED ACTION:**

Approve or Deny

**STRATEGIC PLAN INFO:**

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

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

**ELEMENT 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. At the City's Southwest Reverse Osmosis Water Treatment Facility (SW RO WTF), the City operates and maintains an 18.0 MGD reverse osmosis potable water treatment plant known as the Southwest Reverse Osmosis Water Treatment Plant (SW RO WTP) which consist of two (2) treatment processes, known as WTP No. 1 and WTP No. 2.
2. The Southwest RO WTP Odor Control Modifications project consists of the demolition of an existing degasification system that includes two (2) seventy 70 feet tall odor control stacks and supporting guy wires. Installation of two (2) new 100 feet tall free-standing odor control stacks on concrete slabs with related duct work.  
Site Restoration (sodding, mulching, grading, paving).
3. On May 23, 2018 the City advertised for competitive solicitations for SW RO WTP Odor

Control Modifications.

4. On July 26, 2018, the City received one (1) bid from Poole and Kent Company of Florida, located in Miami Florida.
5. Poole and Kent Company of Florida, of Miami, Florida was deemed the lowest responsive and responsible bidder meeting all the requirements as outlined in the bid documents.
6. Procurement contacted the plan holders that obtained bid documents and did not submit a bid. Procurement received an array of responses ranging from non-submittal due to conflicts with other project schedules to not being able to meet project specifications.
7. The Department Director is requesting 10% City Controlled Contingency. The Expenditure of Contingency, if any will be subject to approval of specific change orders by the Utilities Department Director, if justified upon identified needs with an appropriate scope and cost to address specific needs.
8. The contract amount is for \$1,049,000, plus a 10% City controlled contingency of \$104,900 for a project total of \$1,153,900.
9. If approved, the term of this Contract shall be for 310 days to substantial completion.
10. This Item is a budgeted item.
11. Funding: Business 4050095.662601 and 40500098.662601 for combined unencumbered balance of \$1,165,159.00 (Water & Sewer Fund)

**LEGAL REVIEW:**

Legal reviewed the contract

**EXHIBITS:**

Department Memo

Resolution 211-18

Bid Tabulation – ITB-UT18-75/KR

**PREPARED BY:**

Wanda  
Roop

Division- Procurement

Department- Finance

**SOURCE OF ADDITIONAL INFORMATION:**

Jeff Pearson, Utilities Director

**ATTACHMENTS:**

Description	Type
□ Department Memo	Backup Material
□ Resolution 211-18	Resolution
□ Bid Tabulation – ITB-UT18-75/KR	Backup Material

CITY OF CAPE CORAL  
UTILITIES DEPARTMENT

TO: John Szerlag, City Manager  
Victoria Bateman, Financial Services Director  
Wanda Roop, Procurement Manager

FROM: Jeff Pearson, Utilities Director  
Gino Notarianni, Senior Project Manager - 

DATE: August 20, 2018

SUBJECT: Southwest RO WTP Odor Control Modifications - ITB-UT18-75/KR  
Recommendation to Award Memorandum

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**Summary**

At the CITY's Southwest Reverse Osmosis (RO) Water Treatment Facility (WTF), the CITY operates and maintains an 18.0 MGD reverse osmosis potable water treatment plant known as the Southwest Reverse Osmosis Water Treatment Plant (SW RO WTP) which consists of two (2) treatment processes, known as WTP No. 1 and WTP No. 2. The Scope-of-Work for Southwest (RO) WTP Odor Control Modifications Project consists of demolition of existing degasification systems including: two (2) 70-foot tall odor control stacks and supporting guy wires. Installation of two new 100-foot tall freestanding odor control stacks on concrete slabs with associated duct work. The site restoration work includes, but not limited to, sodding paving, mulching and grading.

**Recommendation**

The Utilities Department solicited public bids through the Procurement Department, the date of posting was May 23, 2018 and the bid opening was June 26, 2018. There was one bidder for this project: Poole & Kent Company of Florida, Inc. for the bid amount of \$1,049,000.00. The City of Cape Coral Utilities Department concurs with the Engineer of Record's recommendation that the apparent low bidder Poole & Kent Company of Florida, Inc. be awarded the contract in the bid amount of (\$1,049,000.00) with a 10% city-controlled contingency in the amount of (\$104,900.00). Therefore, the project bid amount plus city-controlled contingency, will be in the amount of One Million One Hundred Fifty-Three Thousand Nine Hundred Dollars and Zero Cents (\$1,153,900.00). Furthermore, Poole & Kent Company of Florida, Inc. is experienced in working with the City of Cape Coral on the North RO Facility Expansion Project.

Funds for the Southwest RO Odor Control Modifications Project - ITB-UT18-75/KR will come from the SRO-3 Odor Control Modifications - Other than Buildings (JDE Business Unit Number 4050095.662601) which has an unencumbered balance of \$1,058,034.00 and WRSW-1 Chlorine Chamber Coating (JDE Business Unit Number 4050098.662601) which has an unencumbered balance of \$107,125.00. Therefore, the total project funding will be in the amount of \$1,165,159.00.

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

**Attachments:**

- Tetra Tech – Recommendation to Award Memo

C: James Diviesta, Contract Administrator



August 16, 2018

Jeff Pearson  
Utilities Director  
City of Cape Coral  
Utilities Department  
P.O. Box 150027  
Cape Coral, FL

Dear Mr. Pearson,

Subject: City of Cape Coral  
ITB-UT18-75/KR  
Southwest RO WTP Odor Control Modifications  
Award Recommendation

Tetra Tech, Inc., as Engineer of Record for the project, has reviewed the one (1) bid received for the above-referenced project submitted to the City of Cape Coral on June 14, 2018. The bid prices received have been reviewed for consistency with generally expected pricing and are presented in the Bid Tabulation attached hereto. Poole & Kent Company of Florida, Inc. is the apparent low bidder with a Total Base Bid Cost of \$1,049,000.00. No other contractors submitted bid packages for consideration. For reference, the Engineer's Estimate for the project was \$961,455.00.

Tetra Tech, Inc. contacted eight (8) references provided by Poole & Kent Company of Florida, Inc. From the responses received, Tetra Tech, Inc. found Poole & Kent Company of Florida, Inc., to have completed similar projects successfully and appear qualified to complete the above referenced project based on known past performance.

It is Tetra Tech's opinion that the apparent low bidder has demonstrated adequate qualifications to allow award of the Southwest RO WTP Odor Control Modifications project to Poole & Kent Company of Florida, Inc.

Yours Sincerely,

A handwritten signature in blue ink, reading 'David E. MacNevin'.

David E. MacNevin, P.E., Ph.D.  
Project Engineer

Cc: Gino Notarianni, Project Manager, City of Cape Coral

**Tetra Tech, Inc.**  
10600 Chevrolet Way, Estero, FL 33928  
Tel 239.390.1467 [www.tetrattech.com](http://www.tetrattech.com)

RESOLUTION 211 – 18

A RESOLUTION OF THE CITY OF CAPE CORAL AWARDING A BID FOR SOUTHWEST REVERSE OSMOSIS WATER TREATMENT PLANT ODOR CONTROL MODIFICATIONS TO POOLE & KENT COMPANY OF FLORIDA; PROVIDING FOR SUBSEQUENT EXECUTION OF THE CONTRACT DOCUMENTS BY THE CITY MANAGER OR HIS DESIGNEE; PROVIDING FOR APPROVAL OF A CONTINGENCY AMOUNT; PROVIDING AN EFFECTIVE DATE.

WHEREAS, on May 23, 2018, INVITATION TO BID ITB-UT18-75/KR was issued for the Southwest Reverse Osmosis Water Treatment Plant Odor Control Modification Project; and

WHEREAS, having received one bid, the City Manager recommends the award of the bid to Poole & Kent Company of Florida, as the lowest qualified responsible and responsive bidder meeting the requirements and criteria set forth in the invitation to bid, in the amount of \$1,049,000, subject to a City-controlled contingency amount not to exceed ten (10) percent.

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

Section 1. The City Council hereby awards the bid for the Southwest Reverse Osmosis Water Treatment Plant Odor Control Modification Project to Poole & Kent Company of Florida, in the amount of \$1,149,000, subject to a City-controlled contingency amount not to exceed ten (10) percent.

Section 2. The City Council hereby approves Contract CON-UT18-75/KR between the City of Cape Coral and Poole & Kent Company of Florida for the Southwest Reverse Osmosis Water Treatment Plant Odor Control Modification Project and authorizes the City Manager or his designee to execute the Contract. A copy of the Contract is attached hereto as Exhibit 1.

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

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

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

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

VOTE OF MAYOR AND COUNCILMEMBERS:

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

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

\_\_\_\_\_  
REBECCA VAN DEUTEKOM  
CITY CLERK

APPROVED AS TO FORM:

  
\_\_\_\_\_  
DOLORES D. MENENDEZ  
CITY ATTORNEY  
res/Bid Award-Poole&Kent Company of Florida

SECTION 00500  
AGREEMENT

**CON-UT18-75/KR**  
BETWEEN OWNER AND CONTRACTOR  
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between City of Cape Coral, Florida ("Owner") and

**Poole & Kent Company of Florida**  
**1781 N.W. North River Drive**  
**Miami, Florida 33125**

("Contractor").

Owner and Contractor hereby agree as follows:

**ARTICLE 1 – WORK**

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

**ARTICLE 2 – THE PROJECT**

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

This Contract is for the modifications to the existing degasification and odor control systems at the City of Cape Coral's Water Treatment Facility as shown on the Drawings and specified herein. The Work consists of furnishing all labor, equipment, materials, supervision, tools, supplies, transportation, energy, debris removal, site restoration and incidentals as may be necessary for the construction of the facilities consisting of, but not limited to, the following:

- Demolition of existing degasification system including: two (2) 70-foot tall odor control stacks and supporting guy wires.
- Furnish and install two (2) 100-foot tall freestanding odor control stacks in slabs with associated ductwork.
- Complete applicable site work and restoration including, but not limited to, sodding paving, mulching, and grading.

**ARTICLE 3 – ENGINEER**

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

## ARTICLE 4 – CONTRACT TIMES

### 4.01 *Time of the Essence*

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

### 4.02 *Contract Times: Days*

- A. The Work will be substantially completed within 310 calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 340 days after the date when the Contract Times commence to run.

### 4.03 *Liquidated Damages*

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

### 4.04 *Special Damages*

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

## ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

For all Unit Price Work, a total base bid cost of: \$1,049,000.00 (One-Million, Forty-Nine Thousand Dollars and 00/100 cents) - "Not to Exceed".

All specific cash allowances are included in the above price in accordance with

Paragraph 13.02 of the General Conditions.

- A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

## ARTICLE 6 – PAYMENT PROCEDURES

### 6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

### 6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about 25 business days after the date on which the payment request or invoice is stamped as received by the Engineer. Payment for the Work shall be as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.

- a. 90 percent of Work completed (with the balance being retainage). If the Work has been completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
- b. 90 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

- B. Upon 50 percent Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 5 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

### 6.03 *Final Payment*

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

## **ARTICLE 7 – INTEREST**

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

## **ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS**

8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

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

## ARTICLE 9 – CONTRACT DOCUMENTS

### 9.01 *Contents*

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 9, inclusive).

**Must Be Completed and Signed in Colored Ink**

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

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

**POST CONTRACT EXECUTION – Included as Reference ONLY**

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

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

**POST CONTRACT EXECUTION – Included as Reference ONLY**

4. Warranty and Bonds (Section 01740) – Post Contract Execution

**Post Contract Assemblage of Warranty, Service and Maintenance Bonds**

**POST CONTRACT EXECUTION – Included as Reference ONLY**

5. Insurance Requirements- Post Contract Execution

**Insurance:** Unless otherwise specified, Contractor shall, at its own expense, carry and maintain the coverages as outlined in the Supplementary Conditions (Section 00800), as well as any insurance coverage required by law:

**As Shown in ITB-UT18-75/KR - Section 00800 - Supplementary Conditions  
Provide Certificate of Insurance including all required insurance  
coverage(s) with The City of Cape Coral named as an additional insured.**

**Under Description of Operations on Certificate of Insurance include contract  
number CON-UT18-75/KR – Southwest RO WTP Odor Control Modifications**

**POST CONTRACT EXECUTION – Included as Reference ONLY**

6. General Conditions (pages 1 to 65, inclusive) (Section 00700)

and Supplementary Conditions (pages 1 to 24, inclusive) (Section 00800), plus following exhibits:

- a. Including Exhibit "A" – Pricing of Construction Contract Change Orders
- b. Including Exhibit "B" – Right of Audit – Examination of Records
- c. Including Exhibit "C" – Record Keeping and Public Records

**As Shown in ITB-UT18-75KR - Reference Only (May 2018).**

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

**As Shown in ITB-UT18-75KR - Reference Only (May 2018).**

8. Drawings with each sheet bearing the following general title: The City of Cape Coral, Southwest RO Water Treatment Plant Odor Control Modification as prepared by Tetra Tech, Inc.

**As Shown in ITB-UT18-75/KR - Reference Only (May 2018)**

9. Addenda (numbers 1 to 4, inclusive).

**Signed Acceptance of Addendum - Included  
with Submitted Bid Form 00300 - Reference Only  
(May 2018)**

10. Documents to this Agreement (enumerated as follows) and Attached:

- a. Contractor's Bid Submittal (Division 00, Section 00300).

**Completed Bid Form 00300 - Original Submittal -Signed  
(pages 0300-1 through 0300-7)**

**FORM REVISED ADDENDUM 3 – 6/22/18 – Attached**

**Balance of Bid Submittal Documents – Reference Only (May 2018)**

- b. Non-Collusion Affidavit (Division 00, Section 00480).

**Signed Form 00480 - Attached**

- c. Business Ethics Requirements (Division 00, Section 00481).

**Signed Form 00481 - Attached**

11. The following which may be delivered or issued on or after the Effective Date of the Contract and are referenced only and not attached:

- a. Notice to Proceed.  
b. Work Change Directives.  
c. Change Orders.  
d. Field Orders.

**POST CONTRACT EXECUTION – Included as Reference ONLY**

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

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

## ARTICLE 10 – MISCELLANEOUS

### 10.01 *Terms*

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

### 10.02 *Assignment of Contract*

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

### 10.03 *Successors and Assigns*

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

### 10.04 *Severability*

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

### 10.05 *Annual Appropriation*

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

### 10.06 *Contractor's Certifications*

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

10.07 *Other Provisions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or “track changes” (redline/strikeout), or in the Supplementary Conditions.
- B. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or “track changes” (redline/strikeout), or in the Supplementary Conditions.

**ARTICLE 11 – PUBLIC RECORDS**

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

END OF SECTION

IN WITNESS WHEREOF, OWNER AND CONTRACTOR HAVE SIGNED THIS AGREEMENT. THIS AGREEMENT WILL BE EFFECTIVE ON \_\_\_\_\_ (WHICH IS THE EFFECTIVE DATE OF THE CONTRACT).

OWNER:

City of Cape Coral, Florida

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

Typed Name: A. John Szerlag

Title: City Manager

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

Signature

Attest: \_\_\_\_\_

Title: City Clerk

Typed

Name: Rebecca van Deutekom, MMC

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

CONTRACTOR:

Poole & Kent Company of Florida

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

Typed

Name: Patrick H. Carr

Title: President & CEO

Date: September 11, 2018

*(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign with corporate resolution.)*

Signature

Attest: \_\_\_\_\_

Title: Assistant Secretary & SVP

Typed

Name: David A. Strickland

Date: September 11, 2018

Address for giving notices:

City of Cape Coral (Attn: Procurement)

1015 Cultural Park Blvd.

2<sup>nd</sup> Floor

Cape Coral, FL 33990

Address for giving notices:

Poole & Kent Company of Florida

1781 N.W. North River Drive

Miami, FL 33125

State of Florida

Contractor License No.: CGC061808

*(as applicable)*

LEGAL REVIEW:

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

Typed Name: Dolores Menendez, ESQ.

Title: City Attorney

Date: 9/6/18

SECTION 00300

BID FORM

ORIGINAL

CITY OF CAPE CORAL  
Southwest RO WTP Odor Control Modifications  
ITB-UT18-75/KR

ARTICLE 1 – BID RECIPIENT

- 1.01 This Bid is submitted to:

*City of Cape Coral, Procurement Division, 1015 Cultural Park Blvd., 2<sup>nd</sup> Floor, Cape Coral, FL 33990*

- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

- 1.03 EXECUTION OF BID: The Official Bid Form must contain a manual signature of an authorized representative. Bid must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by bidder to his/her bid price must be initialed.

- 1.04 AWARD: The City Council reserves the right to waive minor variations to specifications, informalities, irregularities and technicalities in any bids; to reject any and all bids in whole or in part with or without cause, and/or to accept bids that in its judgment will be in the best interest of the City. Following complete investigation of each bid received by the City, the City Council reserves the right to make awards on a multiple, lump sum, or individual item basis or in combination as shall best serve the interest of the City. The City reserves the right to negotiate additional related services.

- 1.05 PRICES: Bidder warrants by virtue of bidding that any orders placed within the bid period shall be honored at the prices, items and conditions quoted in his/her Official Bid Form. When a yearly quote is being obtained, bidder must contractually commit that bid amount on bid form is firm with no escalation in unit price or otherwise for 365 days from award date. Prices must be stated in units of quantity specified in the bid specifications. In case of discrepancy in computing the amount of the bid, the unit price will prevail.

- 1.06 LIABILITY INSURANCE: Where bidders are required to enter City property to deliver materials or perform work or service as a result of bid award, the bidder assumes full duty obligation and expense of obtaining all necessary insurance and associated licenses and/or permits. Insurance requirements are identified in SC-Article 6 of the Supplementary Conditions (Section 00800).

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

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

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

- A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum Date</u>
1	6/5/2018
2	6/14/2018
3	6/22/2018
4	7/11/2018

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

**00300 – Bid Form Revision – ADDENDUM 3 – 6/22/18**

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

**ARTICLE 4 – BIDDER’S CERTIFICATION**

**4.01 Bidder certifies that:**

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

**ARTICLE 5 – BASIS OF BID**

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

**BID SCHEDULE****SOUTHWEST RO WTP ODOR CONTROL MODIFICATIONS**

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL ITEM COST
		(A)		(B)	(AxB)
1.0	General Requirements, indemnification, Construction Permits	1	LS	50,000	50,000,
2.0	Mobilization/Demobilization	1	LS	50,000	50,000,
3.0	Material Testing (Allowance)	1	LS	\$12,000	\$12,000
<b>Construction of ODOR Control Improvements – WTP – No 1 (Lines 4.1 through 4.9)</b>					
4.1	Demolition and Disposal	1	LS	25,000	25,000,
4.2	Water Main Relocation	1	LS	13,000	13,000
4.3	Clear, Grub, and Excavate the Sub-Grade	1	LS	13,000	13,000
4.4	Fill, Compact, and Prepare the Sub-Grade	1	LS	5,000	5,000,
4.5	Structural (Slab)	1	LS	60,000	60,000
4.6	Odor Control Stack	1	LS	190,000	190,000.
4.7	Ductwork and Support	1	LS	155,000	155,000.
4.8	Lightning Protection	1	LS	7,000	7,000,
4.9	Conduct Performance Testing	1	LS	500	500,
<b>Construction of ODOR Control Improvements – WTP – No 2 (Lines 5.1 through 5.9)</b>					
5.1	Demolition and Disposal	1	LS	25,000	25,000,
5.2	Relocate Ground Wire	1	LS	3,000	3,000,
5.3	Clear, Grub and Excavate the Sub-Grade	1	LS	13,000	13,000.
5.4	Fill, Compact, and Prepare the Sub-Grade	1	LS	5,000	5,000,

**00300 – Bid Form Revision – ADDENDUM 3 – 6/22/18**

5.5	Structural (Slab)	1	LS	60,000	60,000.
5.6	Odor Control Stack	1	LS	190,000	190,000.
5.7	Ductwork and Support	1	LS	160,000	160,000.
5.8	Lightning Protection	1	LS	7,000.	7,000.
5.9	Conduct Performance Testing	1	LS	500.	500.
6.0	All Other Work Not Included in Items 1.0 through 5.9	1	LS	5,000	5,000
<b>TOTAL ESTIMATED CONSTRUCTION COST:</b>					<b>1,049,000</b>

*one million, forty-nine thousand dollars*

(TOTAL ESTIMATED CONSTRUCTION COST INCLUDING ALLOWANCES IN WORDS)

**Time of Completion**

- 5.02 Bidder agrees that the Work will be substantially completed within 310 calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions (Section 00700) and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 340 calendar days of Notice to Proceed.
- 5.03 Bidder accepts the provisions of the Agreement (Section 00500) as to liquidated damages in the amount of \$500.00 for each day.

**ARTICLE 6 – ATTACHMENTS TO THIS BID**

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

- A. Section 00300 – Bid Form
- Subcontractor Listing
  - Sworn Statement on Public Entity Crimes
  - Form 3A – Interest In Competitive Bid For Public Business
  - Drug Free Work Place Certification
  - Trench Safety Form

**00300 – Bid Form Revision – ADDENDUM 3 – 6/22/18**

Contractor's Self-Performed Work Evaluation Form

Acknowledgment of Insurance Requirements

- B. Section 00301 Information Statement and Questionnaire  
(Financial Statements – Separate Sealed Envelope)
- C. Section 00410 Bid Bond
- D. Section 00420 Corporate Resolution
- E. Section 00480 Non-Collusion Affidavit
- F. Section 00481 Business Ethics Requirements

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

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

**ARTICLE 7 – DEFINED TERMS**

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

ARTICLE 8 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

Poole & Kent Company of Florida

By:

*[Signature]*



*[Printed name]*

Patrick H. Carr

Title:

President & CEO

*(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest:

*[Signature]*



*[Printed name]*

David A. Strickland

Title:

SVP & Assistant Secretary

Submittal Date:

July 26, 2018

Address for giving notices:

1781 NW North River Drive, Miami, FL 33125

Telephone Number:

305-325-1930

Fax Number:

305-324-0522

Contact Name and e-mail address:

Brian D. MacClugage, Executive Vice President

Bidder's License No.:

CGC061808

*(where applicable)*

NOTE TO USER: *Use in those states or other jurisdictions where applicable or required.*


SECTION 00480  
NONCOLLUSION AFFIDAVIT

STATE OF Florida

COUNTY OF Miami-Dade

Patrick H. Carr, being first duly sworn deposes and says that:

1. He (it) is the President & CEO, of  
Poole & Kent Company of Florida, the Bidder that has submitted the attached Bid;
2. He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affidavit, have in any way, colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

By :   
Patrick H. Carr, President & CEO

SECTION 00480  
NONCOLLUSION AFFIDAVIT

Sworn and subscribed to before me this 26 day of July, 2018,

in the State of Florida, County of Miami-Dade.

 Notary Public  
Christine Mendez

My Commission Expires: October 31, 2020



END OF SECTION

## SECTION 00481

### BUSINESS ETHICS REQUIREMENTS

1. During the course of pursuing contracts with Owner and while performing contract work in accordance with this agreement, Contractor agrees to maintain business ethics standards aimed at avoiding any impropriety or conflict of interest which could be construed to have an adverse impact on the Owner best interests.
2. Contractor shall take reasonable actions to prevent any actions or conditions which could result in a conflict with Owner's best interests. These obligations shall apply to the activities of contractor employees, agents, subcontractors, subcontractor employees, consultants of contractor, etc.

Contractor employees, agents, subcontractors, material suppliers (or their representatives) should not make or cause to be made any cash payments, commissions, employment, gifts, entertainment, free travel, loans, free work, substantially discounted work, or any other considerations to Owner's representatives, employees or their relatives.

Contractor employees, agents or subcontractors (or their relatives) should not receive any cash payments, commissions, employment, gifts, entertainment, free travel, loans, free work, or substantially discounted work or any other considerations from representatives of subcontractors, or material suppliers or any other individuals, organizations, or businesses receiving funds in connection with the project.

3. Contractor agrees to notify a designated Owner representative within 48 hours of any instance where the Contractor becomes aware of a failure to comply with the provisions of this article.
4. The e-mail address and/or telephone number to report any concerns related to any possible violations of the Owner's Business Ethics Expectations are as follows:

E-mail: Kathy Rose, [krose@capecoral.net](mailto:krose@capecoral.net) Telephone: 239-574-0831

5. Upon request by Owner, Contractor agrees to provide a certified Management Representation Letter executed by selected Contractor representatives in a form agreeable to Owner stating that they are not aware of any situations violating the business ethics expectations outlined in this contract or any similar potential conflict of interest situations.
6. Contractor agrees to include this clause in all contracts with subcontractors and material suppliers receiving more than \$25,000 in funds in connection with the Owner's project.
7. Contractor shall permit interviews of employees, reviews and audits of accounting or other records by Owner representative(s) to evaluate compliance with the business ethics standards. Such reviews and audits will encompass all dealings and activities of Contractor's employees, agents, representatives, vendors, subcontractors, and other third parties paid by Contractor in their relations with Owner's current or former employees or employee relatives.
8. Contractor agrees to implement a program requiring their employees sign acknowledgements that they have read and understand Owner's Business Ethics Expectations and the related obligations outlined in this contract exhibit.

Signature



Patrick H. Carr, President & CEO

Date July 26, 2018

**CERTIFICATE OF ASSISTANT SECRETARY  
OF  
POOLE & KENT COMPANY OF FLORIDA**

The undersigned, David A. Strickland, certifies that he is the duly elected, qualified and acting Assistant Secretary of Poole & Kent Company of Florida, a corporation duly organized and existing under the laws of Delaware with a business address of 1781 N. W. North River Drive, Miami, FL 33125 and that as Secretary, he is the keeper of the corporate records and seal of said Corporation.

The undersigned further certifies:


1. Attached hereto as Exhibit A is a true, correct and complete copy of resolutions adopted upon written consent of the sole director of this Corporation dated as of June 25, 2018; and said resolutions do not contravene any provision of the certificate of incorporation or by-laws of said Corporation, and have not been rescinded or modified in any respect but still remain in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 25th day of June, 2018.

  
David A. Strickland, Assistant Secretary  
Poole & Kent Company of Florida, a Delaware  
Corporation  
1781 N. W. North River Drive,  
Miami, FL 33125

## **EXHIBIT A**

RESOLVED, that Patrick H. Carr the duly elected President and Chief Executive Officer, Brian D. MacClugage the duly elected Executive Vice President & Assistant Secretary, Duane Armstrong the duly elected Assistant Secretary of the Company, be and each hereby are, authorized, empowered and directed to execute and submit a bid and all related bonds, agreements and contract documents related to the City of Cape Coral, Florida, ITB-UT18-75/KR Southwest RO WTP Odor Control Modifications and such other instruments in writing as may be necessary on behalf of the said Corporation, and that the Contract, Bond and other such instruments signed by him shall be binding upon the said Corporation as its own acts and deeds.

<p align="center"><b>ITB-UT18-75/KR</b></p> <p align="center"><b>Odor Control Modifications for Southwest RO WTP</b></p> <p align="center"><b>Bid Due - July 12, 2018 - 2:00 PM and 2:30 PM Bid Opening - City Hall - Room 252</b></p>					
<p align="center"><b>Bid Tabulation Detail Line Items</b></p>				<p align="center">Poole &amp; Kent Company of Florida 1781 NW North River Drive Miami, FL 33125</p>	
ITEM	DESCRIPTION	ESTIMATED QUANTITY (A)	UNIT	UNIT PRICE (B)	TOTAL ITEM COST (AxB)
1.0	General Requirements, Indemnification , Construction Permits	1	LS	\$50,000.00	\$50,000.00
2.0	Mobilization/Demobilization	1	LS	\$50,000.00	\$50,000.00
3.0	Material Testing (Allowance)	1	LS	\$12,000.00	\$12,000.00
4.1	WTP 1 - Demolition and Disposal	1	LS	\$25,000.00	\$25,000.00
4.2	WTP 1 - Water Main Relocation	1	LS	\$13,000.00	\$13,000.00
4.3	WTP 1 - Clear, Grub and Excavate Sub-grade	1	LS	\$13,000.00	\$13,000.00
4.4	WTP 1 - Fill, Compact, and Prepare the Sub-Grade	1	LS	\$5,000.00	\$5,000.00
4.5	WTP 1 - Structural Slab	1	LS	\$60,000.00	\$60,000.00
4.5	WTP 1 - Odor Control Stack	1	LS	\$190,000.00	\$190,000.00
4.7	WTP 1 - Ductwork and Support	1	LS	\$155,000.00	\$155,000.00
4.8	WTP 1 - Lightning Protection	1	LS	\$7,000.00	\$7,000.00
4.9	WTP 1 - Conduct Performance Testings	1	LS	\$500.00	\$500.00
5.1	WTP 2 - Demolition and Disposal	1	LS	\$25,000.00	\$25,000.00
5.2	WTP 2 - Relocate Ground Wire	1	LS	\$3,000.00	\$3,000.00
5.3	WTP 2 - Clear, Grub and Excavate the Sub-Grade	1	LS	\$13,000.00	\$13,000.00
5.4	WTP 2 - Fill, Compact, and Prepare the Sub-Grade	1	LS	\$5,000.00	\$5,000.00
5.5	WTP 2 - Structural Slab	1	LS	\$60,000.00	\$60,000.00
5.6	WTP 2 - Odor Control Stack	1	LS	\$190,000.00	\$190,000.00
5.7	WTP 2 - Ductwork and Support	1	LS	\$160,000.00	\$160,000.00
5.8	WTP 2 - Lightning Protection	1	LS	\$7,000.00	\$7,000.00
5.9	WTP 2 - Conduct Performance Testing	1	LS	\$500.00	\$500.00
6.0	WTP 2 - All Other Work Not Included in Items 1.0-5.9	1	LS	\$5,000.00	\$5,000.00
<p align="center">TOTAL CONSTRUCTION COST </p>				<p align="center"><b>\$1,049,000.00</b></p>	

**Item Number: B.(3)**  
**Meeting Date: 10/1/2018**  
**Item Type: CONSENT AGENDA**

**AGENDA REQUEST FORM**  
CITY OF CAPE CORAL



**TITLE:**

Resolution 213-18 Award Bid# ITB-UT18-100/KR San Carlos Canal Force Main Replacement Project to Andrew Site Work, LLC of Fort Myers, FL as the lowest responsive, responsible bidder, to provide construction services for the replacement of the aerial wastewater force main over the San Carlos Canal on Cape Coral Parkway, east of Santa Barbara Boulevard for \$95,158, plus a 10% City controlled contingency of \$9,516 for a total project cost of \$104,674 and authorize the City Manager or designee to execute the contract, amendments, change orders and purchase orders, within his signature authority; Department: Utilities; Dollar Value: \$104,674; (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. The San Carlos Canal Force Main Replacement Project consists of construction services for replacement of an aerial wastewater force main crossing over the San Carlos Canal located on Cape Coral Parkway, east of Santa Barbara Boulevard.
2. The work includes the replacement of the existing wastewater force main, associated materials, labor, tools, maintenance of traffic, painting and site restoration, and construction services as necessary for a complete and fully functional new wastewater force main aerial canal crossing.
3. On July 18, 2018 the City advertised for competitive solicitations for ITB-UT18-100/KR, San Carlos Canal Force Main Replacement.
4. On August 22, 2018, the City received four (4) bids from firms listed in alphabetical order as follows: Andrew Site Work, LLC; Boyd Irrigation, Inc.; Quality Enterprises USA, Inc.; Thompkins Contracting, Inc..
5. Andrew Site Work, LLC of Fort Myers, Florida was deemed the lowest responsive and

responsible bidder meeting all the requirements as outlined in the bid documents.

6. The Department Director is requesting 10% City Controlled Contingency. The Expenditure of Contingency, if any will be subject to approval of specific change orders by the Utilities Department Director, if justified upon identified needs with an appropriate scope and cost to address specific needs.
7. The contract amount is for \$95,158, plus a request for 10% City controlled contingency of \$9516, for a project total of \$104,674.
8. If approved, the term of this Contract shall be for 180 days substantial completion and 240 days to final completion.
9. This Item is a budgeted item.
10. Funding: Business 4050179.662101 unencumbered \$1,425,249.54

**LEGAL REVIEW:**

Contract reviewed by Legal

**EXHIBITS:**

Department Memo

Resolution 213-18

Bid Tabulation – ITB-UT18-100/KR

**PREPARED BY:**

Wanda  
Roop

Division- Procurement

Department- Finance

**SOURCE OF ADDITIONAL INFORMATION:**

Jeff Pearson, Utilities Director




**ATTACHMENTS:**

Description	Type
▣ Department Memo	Backup Material
▣ Resolution 213-18	Resolution
▣ Bid Tabulation - ITB-UT18-100/KR	Backup Material

MEMORANDUM

CITY OF CAPE CORAL  
UTILITIES DEPARTMENT

TO: John Szerlag, City Manager  
Victoria Bateman, Finance Director  
Wanda Roop, Procurement Manager

FROM: Jeff Pearson, Utilities Director   
Jody Sorrels, Principal Engineer   
Jody Daubenberger, Senior Project Manager 

DATE: September 10, 2018

SUBJECT: San Carlos Force Main Replacement– ITB-UT18-100/KR  
Recommendation to Award Memorandum

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**Summary**

The Work is generally comprised of the removal and replacement of approximately 78 feet (Horizontal Plane) of force main over the San Carlos Canal along Cape Coral Parkway East in the City of Cape Coral. The project location is approximately 200 feet east of the intersection of Cape Coral Parkway East and Santa Barbara Boulevard. The 6" force main will be removed and replaced to include four 45 degree bends, an air release valve, and will include the installation of a new 6" plug valve. Contractor to implement a pedestrian and traffic control plan, erosion control plan, coordinate activities with utility companies and adjacent land owners. Contractor to restore the job site when completed with the work activities

The City solicited bids through public advertisement and were successful in receiving four (4) qualified bids. The bids were reviewed by the City's Procurement Department and by our Engineer, DDAI. Through our team's review, we found all bids to be responsive and responsible. Please note that two (2) of the four (4) bids were within 10% the Engineer's Opinion of Probable Construction Cost (OPCC) and the cost is within the budget allocated for this project.

### **Recommendation**

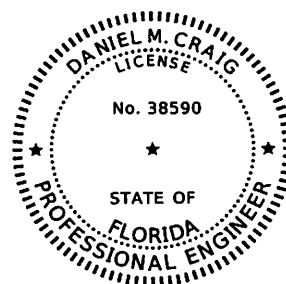
On August 22, 2018, The City received four (4) bids, Andrew Sitework, Boyd Irrigation, Thompkins Contracting, Quality Enterprises USA. Staff has reviewed the proposals and checked references and have deemed Andrew Sitework as the lowest responsible, responsive and recommend award of the solicitation to this bidder.

- |                            |                            |
|----------------------------|----------------------------|
| 1. Andrew Sitework, LLC    | Bid Amount = \$ 95,158.00  |
| 2. Boyd Irrigation         | Bid Amount = \$ 99,562.00  |
| 3. Thompkins Contracting   | Bid Amount = \$ 124,218.86 |
| 4. Quality Enterprises USA | Bid Amount = \$ 179,300.00 |

### **Project Amount**

Funding is available in BU #4050179.662101 with an unencumbered balance of \$1,425,249.54. The Utilities Department recommends that the low bidder Andrew Sitework, LLC, be awarded the contract in the lump sum amount of \$95,158.00 with a 10% City controlled contingency in the amount of \$9,515.80. With the City control contingency, total lump sum of the project would be in the amount of One Hundred Four Thousand, Six Hundred Seventy-Three Dollars and Eighty Cents (\$104,673.80).

Attachment: San Carlos Force Main Replacement- Bid Tabulation  
Engineer's Recommendation of Award



RESOLUTION 213 – 18

A RESOLUTION OF THE CITY OF CAPE CORAL AWARDING A BID FOR SAN CARLOS CANAL FORCE MAIN REPLACEMENT TO ANDREW SITEWORK, LLC; PROVIDING FOR SUBSEQUENT EXECUTION OF THE CONTRACT DOCUMENTS BY THE CITY MANAGER OR HIS DESIGNEE; PROVIDING FOR APPROVAL OF A CONTINGENCY AMOUNT; PROVIDING AN EFFECTIVE DATE.

WHEREAS, on July 81, 2018, INVITATION TO BID ITB-UT18-100/KR was issued for the San Carlos Canal Force Main Replacement; and

WHEREAS, having received four bids, the City Manager recommends the award of the bid to Andrew Sitework, LLC, as the lowest qualified responsible and responsive bidder meeting the requirements and criteria set forth in the invitation to bid, in the amount of \$95,158, subject to a City-controlled contingency amount not to exceed ten (10) percent.

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

Section 1. The City Council hereby awards the bid for the San Carlos Canal Force Main Replacement to Andrew Sitework, LLC, in the amount of \$95,158, subject to a City-controlled contingency amount not to exceed ten (10) percent.

Section 2. The City Council hereby approves Contract CON-UT18-100/KR between the City of Cape Coral and Andrew Sitework, LLC, for the San Carlos Canal Force Main Replacement and authorizes the City Manager or his designee to execute the Contract. A copy of the Contract is attached hereto as Exhibit 1.

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

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

ADOPTED BY THE CITY COUNCIL OF THE CITY OF CAPE CORAL AT ITS SPECIAL 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:

  
\_\_\_\_\_  
DOLORES D. MENENDEZ  
CITY ATTORNEY  
res/Bid Award-Andrew Sitework LLC

SECTION 00500  
AGREEMENT  
**CON-UT18-100/KR**  
BETWEEN OWNER AND CONTRACTOR  
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between City of Cape Coral, Florida ("Owner") and

**Andrew Sitework, LLC**  
**2511 Palm Avenue**  
**Fort Myers, FL 33916**

("Contractor").

Owner and Contractor hereby agree as follows:

**ARTICLE 1 – WORK**

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

**ARTICLE 2 – THE PROJECT**

- 2.01 The Project, of which the Work under the Contract Documents is a part, and is generally described as follows (not meant to be exhaustive):

Replacement of Existing Aerial Force main over the San Carlos Canal on Cape Coral Parkway Boulevard, East of Santa Barbara Boulevard, along with all associated Valves, Pipes, Fittings, Air Release Valves, Coordination of Contractor Access, Coordination of LCEC (Protection/De-Energize), Clearing/Grubbing, Fence Removal & Reinstallation (silt/turbidity barrier, decorative pedestrian fence, chain link fence), Mobilization/Demobilization, Maintenance of Traffic, Painting Force Main, Pressure Testing, Landscaping, Site Restoration, and all necessary work for a complete and fully functional Force Main with completed site restoration.

The Work to be performed shall include furnishing all tools, equipment, materials, supplies, and manufactured articles, furnishing all labor, supervision, transportation, and services, including but not limited to fuel, power, water, essential communications, and performing all Work or other operations required in accordance with the Drawings and bid specifications. The Work shall be complete, and all Work, materials, and services not expressly indicated or called for in the Contract Documents, which may be necessary for the complete and proper construction of the Work, in good faith shall be provided by the Contractor as though originally so indicated, at no increase in cost to the City.

**ARTICLE 3 – ENGINEER**

- 3.01 The Owner has retained David Douglas Associates, Inc., ("Engineer") to assist the Owner and act in limited capacity as the Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.
- 3.02 The Contract Documents; Division 00 – Bidding and Contract Requirements and Division 01 – General Requirements have been prepared by the City of Cape Coral, Florida and David Douglas Associates, Inc. The Technical Specifications Divisions 2 through 17 have been prepared by City of Cape Coral and David Douglas Associates, Inc.

## ARTICLE 4 – CONTRACT TIMES

### 4.01 *Time of the Essence*

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

### 4.02 *Contract Times: Days*

- A. The Work will be substantially completed within 180 calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 240 days after the date when the Contract Times commence to run.

### 4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02.A above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
  - 1. Substantial Completion: Contractor shall pay Owner \$3000.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
  - 2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$3000.00 for each day that expires after such time until the Work is completed and ready for final payment.
  - 3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

### 4.04 *Special Damages*

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

## ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

For all Unit Price Work, a total base bid cost of: **\$95,158.00 (Ninety-Five Thousand, One-Hundred Fifty-Eight Dollars and 00/100) – "Not to Exceed"**.

All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.

- A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

## ARTICLE 6 – PAYMENT PROCEDURES

### 6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

### 6.02 *Progress Payments; Retainage*

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

### 6.03 *Final Payment*

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

## **ARTICLE 7 – INTEREST**

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

## **ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS**

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

## ARTICLE 9 – CONTRACT DOCUMENTS

### 9.01 Contents

#### A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 10, inclusive):

**Must Be Completed and Signed - City requires 2 signed SETS  
Please attach Corporate Resolution (Section 00420) with the agreement.**

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

**Original Bond - Must Be Completed, Contractor/Firm will Record BOND at Lee County Clerk's Office and return original with recording receipt. Recording follows firm receiving fully executed agreement.**

**Provide Certificate of Authority that shows that the Surety Firm is authorized to transact in the State of Florida.**

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

**Original Bond - Must Be Completed, Contractor/Firm will Record BOND at Lee County Clerk's Office and return original with recording receipt. Recording follows firm receiving fully executed agreement.**

4. Warranty-Guaranty and Bonds (Section 00866 and Section 1740) –Post Contract Execution:

**Post Contract Assemblage of Warranty-Guaranty, Service and Maintenance Bonds**

5. Insurance Requirements – Post Contract Execution:

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

**As Shown in ITB-UT18-100/KR – Specification Section 800 - Supplementary Conditions and Provide Certificate of Insurance including all required insurance coverage(s) with The City of Cape Coral named as an additional insured. Under Description of Operations on Certificate of Insurance include contract number – CON-UT18-100/KR – “San Carlos Canal Force Main Replacement”.**

6. General Conditions (pages 1 to 65, inclusive) (Section 00700):

**As Shown in ITB-UT18-100/KR - Reference Only (July 2018)**

Supplementary Conditions (pages 1 to 26, inclusive) (Section 00800)

**As Shown in ITB-UT18-100/KR - Reference Only (July 2018)**

Exhibit A – Pricing of Construction Contract Change Orders

**As Shown in ITB-UT18-100/KR - Reference Only (July 2018)**

Exhibit B – Right of Audit – Examination of Records

**As Shown in ITB-UT18-100/KR - Reference Only (July 2018)**

Exhibit C – Record Keeping

**As Shown in ITB-UT18-100/KR - Reference Only (July 2018)**

7. Specifications as listed in the ITB-UT18-100/KR table of contents of the Project [Division 00, Division 01 as prepared by the City of Cape Coral and Divisions 02 through 17 as prepared by David Douglas Associates, Inc.].

**As Shown in ITB-UT18-100/KR - Reference Only (July 2018)**

8. Drawings with each sheet bearing the following general title: The City of Cape Coral, San Carlos Canal Force Main Replacement:

**As Shown in ITB-UT18-100/KR - Reference Only (July 2018)**

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

**Signed Acceptance of Addendum -**

**As Shown in Submittal for ITB-UT18-100/KR – Reference Only (July 2018)**

10. Fully Executed Purchase Order - POST CONTRACT EXECUTION

**Issuance of Signed Purchase Order will follow**

**Contract execution, Payment & Performance Bond Recording,**

**Insurance Certificate acceptance. No work is to be performed**

**Prior to Issuance of Fully Executed Purchase Order and Notice to Proceed**

11. Documents to this Agreement (enumerated as follows):

- a. **Contractor's Bid Submittal (Division 0, Section 00300).**

**Completed Signed Bid Form 300 - Original Submittal**

**-Reference Only (July 2018)**

- b. **Business Ethics Requirements (Division 0, Section 00481).**

**Signed Acceptance of Form 00481 - Attachment Included**

**Included with Submitted Bid Form 300**

**Reference Only (July 2018)**

12. The following which may be delivered or issued on or after the Effective Date of the Fully Executed Contract and are not attached hereto:

- a. Notice to Proceed.  
b. Work Change Directives.  
c. Change Orders.  
d. Field Orders.

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

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

## ARTICLE 10 – MISCELLANEOUS

### 10.01 *Terms*

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

### 10.02 *Assignment of Contract*

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

### 10.03 *Successors and Assigns*

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

### 10.04 *Severability*

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

### 10.05 *Appropriations*

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

### 10.06 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

#### 10.07 Other Provisions

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.
- B. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

#### ARTICLE 11 – PUBLIC RECORDS

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

END OF SECTION

IN WITNESS WHEREOF, OWNER AND CONTRACTOR HAVE SIGNED THIS AGREEMENT. THIS AGREEMENT WILL BE EFFECTIVE ON \_\_\_\_\_ (WHICH IS THE EFFECTIVE DATE OF THE CONTRACT).

OWNER:

City of Cape Coral, Florida

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

Typed Name: A. John Szerlag

Title: City Manager

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

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

Title: City Clerk

Typed  
Name: Rebecca van Deutekom, MMC

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

Address for giving notices:

City of Cape Coral (Attn: Procurement)

1015 Cultural Park Blvd.

2<sup>nd</sup> Floor

Cape Coral, FL 33990

LEGAL REVIEW:

Signature: [Signature]

Typed Name: Dolores Menendez, ESQ.

Title: City Attorney

Date: 9/14/18

CONTRACTOR:

Andrew Site Work, LLC

Signature: [Signature]

Typed

Name: Ralph C. Andrew

Title: mgr

Date: 9/17/18

*(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign with corporate resolution.)*

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

Title: \_\_\_\_\_

Typed  
Name: \_\_\_\_\_

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

Address for giving notices:

State of Florida

Contractor License No.: \_\_\_\_\_

*(as applicable)*

**BID SCHEDULE - SAN CARLOS CANAL FORCE MAIN REPLACEMENT  
ITB-UT18-100/KR**

**ARTICLE 1 – BID RECIPIENT**

1.01 This Bid is submitted to:

***City of Cape Coral, Procurement Division, 1015 Cultural Park Blvd., 2<sup>nd</sup> Floor, Cape Coral, FL 33990***

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

1.03 EXECUTION OF BID: The Official Bid Form must contain a manual signature of an authorized representative. Bid must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by bidder to his/her bid price must be initialed.

1.04 AWARD: The City Council reserves the right to waive minor variations to specifications, informalities, irregularities and technicalities in any bids; to reject any and all bids in whole or in part with or without cause, and/or to accept bids that in its judgment will be in the best interest of the City. Following complete investigation of each bid received by the City, the City Council reserves the right to make awards on a multiple, lump sum, or individual item basis or in combination as shall best serve the interest of the City. The City reserves the right to negotiate additional related services.

1.05 PRICES: Bidder warrants by virtue of bidding that any orders placed within the bid period shall be honored at the prices, items and conditions quoted in his/her Official Bid Form. When a yearly quote is being obtained, bidder must contractually commit that bid amount on bid form is firm with no escalation in unit price or otherwise for 365 days from award date. Prices must be stated in units of quantity specified in the bid specifications. In case of discrepancy in computing the amount of the bid, the unit price will prevail.

1.06 LIABILITY INSURANCE: Where bidders are required to enter City property to deliver materials or perform work or service as a result of bid award, the bidder assumes full duty obligation and expense of obtaining all necessary insurance and associated licenses and/or permits. Insurance requirements are identified in SC-Article 6 of the Supplementary Conditions (Section 00800).

**ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS**

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

**BID SCHEDULE - SAN CARLOS CANAL FORCE MAIN REPLACEMENT  
ITB-UT18-100/KR**

**ARTICLE 3 – BIDDER'S REPRESENTATIONS**

3.01 In submitting this Bid, Bidder represents that:

- A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>1</u>	<u>8/6/18</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

- B. Bidder meets the minimum qualifications as set forth in Specification Section 00100, Article 3 – Qualifications of Bidders and all required verifiable documentation and/or information is contained in Specification Section 00301, Bidder's Information Statement and Questionnaire submitted herewith as a part of this bid package. EACH member of a partnership or qualifying joint venture has completed and submitted as a part of the Bid package, a completed Bidder's Information Statement and Questionnaire (Specification Section 00301).
- C. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- D. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- E. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- F. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- G. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

**BID SCHEDULE - SAN CARLOS CANAL FORCE MAIN REPLACEMENT  
ITB-UT18-100/KR**

- H. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- I. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- K. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

**ARTICLE 4 – BIDDER'S CERTIFICATION**


**4.01 Bidder certifies that:**

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

**ARTICLE 5 – BASIS OF BID**

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

**BID SCHEDULE - SAN CARLOS CANAL FORCE MAIN REPLACEMENT  
ITB-UT18-100/KR**

ITEM	DESCRIPTION	ESTIMATED QUANTITY (A)	UNIT	UNIT PRICE (B)	TOTAL ITEM COST (AxB)
1	Mobilization / Demobilization (Not to Exceed 5% of Total Bid Price)	1	LS	3,630.00	3,630.00
2	Maintenance of Traffic	1	LS	11,997.00	11,997.00
3	Erosion Control (Silt Fence & Turbidity Barrier)	1	LS	11,028.00	11,028.00
4	Coordinate Contractor Access	1	LS	952.00	952.00
5	Coordinate LCEC – Protection/De-energize	1	LS	4,887.00	4,887.00
6	Clearing & Grubbing (Including Fence Removal)	1	LS	10,076.00	10,076.00
7	6" DIP Removal & Disposal	80	LF	44.00	3,520.00
8	6" CL250 DIP W/401 Epoxy Lining	80	LF	154.00	12,320.00
9	6" 45 Degree Bend W/401 Epoxy Lining	4	EA	1,074.00	4,296.00
10	6" Plug Valve W/Box, Pad & ID	1	EA	3,328.00	3,328.00
11	Air Release Valve Assembly	1	EA	6,791.00	6,791.00
12	Paint Force Main	1	LS	3,198.00	3,198.00
13	Reinstall/Replace Decorative Pedestrian Fence	1	LS	6,610.00	6,610.00
14	Reinstall/Replace 6' Chain Link Fence	1	LS	1,955.00	1,955.00
15	Pressure Test	1	LS	1,586.00	1,586.00
16	Landscaping Replacement/Site Restoration	1	LS	4,204.00	4,204.00
17	6" C900 DR18 PVC Pipe	40	LF	82.00	3,280.00
18	Allowance for Local Government Permits and Fees	1	LS	\$1,500.00	\$1,500.00
<b>TOTAL ESTIMATED CONSTRUCTION COST INCLUDING ALLOWANCE:</b> 					<b>95,158.00</b>

**BID SCHEDULE - SAN CARLOS CANAL FORCE MAIN REPLACEMENT  
ITB-UT18-100/KR**

(TOTAL ESTIMATED CONSTRUCTION COST INCLUDING ALLOWANCES WRITTEN  
IN WORDS ON LINES BELOW):

Ninety five thousand one hundred fifty eight dollars

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**Time of Completion**

- 5.02 Bidder agrees that the Work will be substantially completed within 180 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions (Section 00700) and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 240 days of Notice to Proceed. No work is to begin prior to Notice to Proceed and issuance of Purchase Order.
- 5.03 Bidder accepts the provisions of the Agreement (Section 00500) as to liquidated damages in the amount of \$3000.00 for each day.

**ARTICLE 6 – ATTACHMENTS TO THIS BID**

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

- A. Section 00300 – Bid Form  
Subcontractor Listing  
Sworn Statement on Public Entity Crimes  
Form 3A – Interest In Competitive Bid For Public Business  
Drug Free Work Place Certification  
Trench Safety Form  
Contractor's Self Performance Work Evaluation  
Acknowledgement of Insurance Requirements
- B. Section 00301 - Bidder's Information Statement and Questionnaire and applicable Attachments (Each member of a partnership or qualifying joint venture must submit a completed Bidder's Information Statement and Questionnaire, Section 00301.) **INCLUDE ALL ATTACHMENTS IN THE ORDER SPECIFIED IN QUESTIONNAIRE. FINANCIAL STATEMENTS SHOULD BE INCLUDED IN A SEPARATE SEALED ENVELOPE.**
- C. Section 00410 Bid Bond
- D. Section 00420 Corporate Resolution
- E. Section 00480 Non-Collusion Affidavit
- F. Section 00481 Business Ethics Requirements

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

**BID SCHEDULE - SAN CARLOS CANAL FORCE MAIN REPLACEMENT  
ITB-UT18-100/KR**

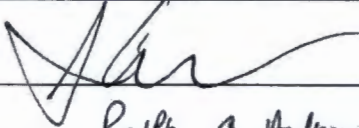
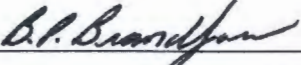
**FAILURE TO RETURN ALL OF THE REQUIRED ITEMS WITH A BID MAY RESULT IN YOUR BID BEING CONSIDERED NON-RESPONSIVE AND WILL NOT BE CONSIDERED FOR AWARD.**

**ARTICLE 7 – DEFINED TERMS**

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

**ARTICLE 8 – BID SUBMITTAL**

BIDDER: [Indicate correct name of bidding entity]

By: Andrew Sitework LLC  
 [Signature]   
 [Printed name] Ralph C. Andrew III  
 Title: President  
 Attest:   
 [Signature] Brian P. Brandfass  
 [Printed name] Brian P. Brandfass  
 Title: General Manager  
 Submittal Date: 8/22/18

Address for giving notices:

2511 Palm Ave, Fort Myers, FL 33916

Telephone Number: 239-226-1606  
 Fax Number: 239-226-1600  
 Contact Name and e-mail address: Ralph C. Andrew III / ralph@andrewsitework.com  
 Bidder's License No.: CUC1224664  
 (where applicable)

**NOTE TO USER:** Use in those states or other jurisdictions where applicable or required.



## SECTION 00481

### BUSINESS ETHICS REQUIREMENTS

1. During the course of pursuing contracts with Owner and while performing contract work in accordance with this agreement, Contractor agrees to maintain business ethics standards aimed at avoiding any impropriety or conflict of interest which could be construed to have an adverse impact on the Owner best interests.
2. Contractor shall take reasonable actions to prevent any actions or conditions which could result in a conflict with Owner's best interests. These obligations shall apply to the activities of contractor employees, agents, subcontractors, subcontractor employees, consultants of contractor, etc.

Contractor employees, agents, subcontractors, material suppliers (or their representatives) should not make or cause to be made any cash payments, commissions, employment, gifts, entertainment, free travel, loans, free work, substantially discounted work, or any other considerations to Owner's representatives, employees or their relatives.

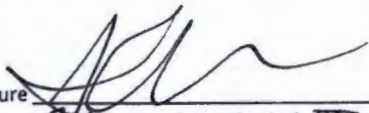
Contractor employees, agents or subcontractors (or their relatives) should not receive any cash payments, commissions, employment, gifts, entertainment, free travel, loans, free work, or substantially discounted work or any other considerations from representatives of subcontractors, or material suppliers or any other individuals, organizations, or businesses receiving funds in connection with the project.

3. Contractor agrees to notify a designated Owner representative within 48 hours of any instance where the Contractor becomes aware of a failure to comply with the provisions of this article.
4. The e-mail address and/or telephone number to report any concerns related to any possible violations of the Owner's Business Ethics Expectations are as follows:

E-mail: Kathy Rose, [krose@capecoral.net](mailto:krose@capecoral.net)  
Telephone: 239-242-0831

5. Upon request by Owner, Contractor agrees to provide a certified Management Representation Letter executed by selected Contractor representatives in a form agreeable to Owner stating that they are not aware of any situations violating the business ethics expectations outlined in this contract or any similar potential conflict of interest situations.
6. Contractor agrees to include this clause in all contracts with subcontractors and material suppliers receiving more than \$25,000 in funds in connection with the Owner's project.
7. Contractor shall permit interviews of employees, reviews and audits of accounting or other records by Owner representative(s) to evaluate compliance with the business ethics standards. Such reviews and audits will encompass all dealings and activities of Contractor's employees, agents, representatives, vendors, subcontractors, and other third parties paid by Contractor in their relations with Owner's current or former employees or employee relatives.
8. Contractor agrees to implement a program requiring their employees sign acknowledgements that they have read and understand Owner's Business Ethics Expectations and the related obligations outlined in this contract exhibit.

Signature

  
Ralph C. Andrew III

Date

8/22/18

ITB-UT18-100/KR San Carlos Canal Force Main Replacement Bid Due Date - August 22, 2018											
Bid Tabulation Detail Line Items				Andrew Site Work, LLC 2511 Palm Avenue Fort Myers, FL 33916		Boyd Irrigation, Inc. PO Box 2509 Ft. Myers, FL 33902		Thompkins Contracting, Inc. 3507 Lee Blvd, Suite 212 Lehigh Acres, FL 33971		Quality Enterprises USA, Inc. 3494 Shearwater Street Naples, FL 34117	
ITEM	DESCRIPTION	ESTIMATED QUANTITY (A)	UNIT	UNIT PRICE (B)	TOTAL ITEM COST (AxB)	UNIT PRICE (B)	TOTAL ITEM COST (AxB)	UNIT PRICE (B)	TOTAL ITEM COST (AxB)	UNIT PRICE (B)	TOTAL ITEM COST (AxB)
1	Mobilization/Demobilization (Not to Exceed 5 % of Total Bid Price)	1	LS	\$3,630.00	\$3,630.00	\$4,000.00	\$4,000.00	\$5,915.18	\$5,915.18	\$8,965.00	\$8,965.00
2	Maintenance of Traffic	1	LS	\$11,997.00	\$11,997.00	\$10,000.00	\$10,000.00	\$12,007.23	\$12,007.23	\$30,000.00	\$30,000.00
3	Erosion Control (Silt Fence & Turbidity Barrier)	1	LS	\$11,028.00	\$11,028.00	\$5,500.00	\$5,500.00	\$1,911.33	\$1,911.33	\$15,000.00	\$15,000.00
4	Coordinate Contractor Access	1	LS	\$952.00	\$952.00	\$1,500.00	\$1,500.00	\$11,007.24	\$11,007.24	\$5,000.00	\$5,000.00
5	Coordinate LCEC - Protection / De-energize	1	LS	\$4,887.00	\$4,887.00	\$1,500.00	\$1,500.00	\$0.00	\$0.00	\$5,000.00	\$5,000.00
6	Clearing & Grubbing (Including Fence Removal)	1	LS	\$10,076.00	\$10,076.00	\$2,000.00	\$2,000.00	\$3,065.13	\$3,065.13	\$15,000.00	\$15,000.00
7	6" DIP Removal & Disposal	80	LF	\$44.00	\$3,520.00	\$105.00	\$8,400.00	\$201.37	\$16,109.60	\$175.00	\$14,000.00
8	6" CL250 DIP W/401 Epoxy Lining	80	LF	\$154.00	\$12,320.00	\$300.00	\$24,000.00	\$287.61	\$23,008.80	\$130.00	\$10,400.00
9	6" 45 Degree Bend 2/401 Epoxy Lining	4	EA	\$1,074.00	\$4,296.00	\$1,380.00	\$5,520.00	\$1,663.28	\$6,653.12	\$1,500.00	\$6,000.00
10	6" Plug Valve W/BOX, Pad & ID	1	EA	\$3,328.00	\$3,328.00	\$4,200.00	\$4,200.00	\$3,852.01	\$3,852.01	\$7,500.00	\$7,500.00
11	Air Release Valve Assembly	1	LS	\$6,791.00	\$6,791.00	\$8,342.00	\$8,342.00	\$7,845.58	\$7,845.58	\$8,500.00	\$8,500.00
12	Paint Force Main	1	LS	\$3,198.00	\$3,198.00	\$8,400.00	\$8,400.00	\$2,398.22	\$2,398.22	\$5,000.00	\$5,000.00
13	Reinstall/Replace Decorative Pedestrian Fence	1	LS	\$6,610.00	\$6,610.00	\$6,000.00	\$6,000.00	\$4,148.73	\$4,148.73	\$7,500.00	\$7,500.00
14	Reinstall/Replace 6' Chain Linked Fence	1	LS	\$1,955.00	\$1,955.00	\$1,500.00	\$1,500.00	\$4,840.19	\$4,840.19	\$1,500.00	\$1,500.00
15	Pressure Test	1	LS	\$1,586.00	\$1,586.00	\$1,500.00	\$1,500.00	\$8,297.47	\$8,297.47	\$5,000.00	\$5,000.00
16	Landscaping Replacement/Site Restoration	1	LS	\$4,204.00	\$4,204.00	\$4,500.00	\$4,500.00	\$5,701.83	\$5,701.83	\$21,435.00	\$21,435.00
17	6" C900 DR18 PVC Pipe	40	LF	\$82.00	\$3,280.00	\$30.00	\$1,200.00	\$148.93	\$5,957.20	\$300.00	\$12,000.00
18	Allowance for Local Government Permits and Fees	1	LS	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00
TOTAL CONSTRUCTION COST (including allowances)				\$95,158.00		\$99,562.00		\$124,218.86		\$179,300.00	
								Corrected Total			

**Item Number: B.(4)**  
**Meeting Date: 10/1/2018**  
**Item Type: CONSENT AGENDA**

**AGENDA REQUEST FORM**  
CITY OF CAPE CORAL



**TITLE:**

Resolution 218-18 Acceptance of Florida Department of Transportation Highway Traffic Safety Funds to conduct impaired driving operations; Department: Police; Dollar Value \$38,000; No cash match

**REQUESTED ACTION:**

Approve or Deny

**STRATEGIC PLAN INFO:**

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

2. Is this a Strategic Decision?

If Yes, Priority Goals Supported are listed below.

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

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

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

**SUMMARY EXPLANATION AND BACKGROUND:**

1. Funding is provided by the Florida Department of Transportation.
2. Funding is available from the day the Florida Department of Transportation State Safety Office Representative signs the agreement through September 30, 2019.
3. Funds will be used to conduct impaired driving operations on an overtime basis.
4. No match funds required.
5. The Police Department is requesting approval for the Chief of Police and the City Manager to execute the award documents.
6. Documents will be presented to the Chief of Police and City Manager for signature.

**LEGAL REVIEW:**

**EXHIBITS:**

Resolution 218-18

**PREPARED BY:**

Shannon

Division- Administration

Department- Police

Northorp

**SOURCE OF ADDITIONAL INFORMATION:**

**ATTACHMENTS:**

<b>Description</b>	<b>Type</b>
▢ Resolution 218-18	Resolution

RESOLUTION 218 - 18

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CAPE CORAL APPROVING THE FLORIDA DEPARTMENT OF TRANSPORTATION SUB-GRANT AWARD IN THE AMOUNT OF \$38,000 TO CONDUCT IMPAIRED DRIVING ENFORCEMENT AND EDUCATION OPERATIONS; AUTHORIZING THE CITY MANAGER AND CHIEF OF POLICE TO EXECUTE ALL DOCUMENTS RELATED TO THIS GRANT AWARD; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the State of Florida Department of Transportation (DOT) made available subgrant funds provided by the U.S. Department of Transportation, National Highway Traffic Safety Administration, Catalog of Federal Domestic Assistance Number-20.616, National Priority Safety Programs; and

WHEREAS, the City of Cape Coral has been awarded \$38,000 for the purpose of conducting impaired driving enforcement and education operations; and

WHEREAS, the sub-grant reimburses law enforcement agencies under DOT Project Number M5HVE-19-06-05; and

WHEREAS, the City of Cape Coral Police Department desires to provide highly visible DUI checkpoints and saturation enforcement patrols focusing on impaired drivers, along with education through local and social media; and

WHEREAS, the City Council desires to authorize the City Manager and Chief of Police to execute any required documentation in order to authorize the reimbursement of \$38,000 for the Impaired Driving Enforcement and Education Project.

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 sub-grant award from the State of Florida Department of Transportation (DOT) in the amount of \$38,000 as reimbursement for providing highly visible DUI checkpoints and saturation enforcement patrols focusing on impaired drivers, along with education through local and social media, under the Impaired Driving Enforcement and Education Project. A copy of the sub-grant award is attached hereto as Exhibit A.

Section 2. The City Council hereby authorizes the City Manager and Chief of Police to execute any documents required to authorize the reimbursement of \$38,000 for the Impaired Driving Enforcement and Education Project.

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 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:

  
\_\_\_\_\_  
DOLORES D. MENENDEZ  
CITY ATTORNEY  
ResrGrant – FDOT Impaired Driving Enforcement

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT)  
**SUBGRANT FOR HIGHWAY TRAFFIC SAFETY FUNDS**

500-065-01  
SAFETY  
9/18

<i>For FDOT Use Only</i> <b>Project Number:</b>	<b>FDOT Contract Number:</b>
<b>Federal Funds Awarded:</b>	<b>FDOT DUNS Number:</b> 80-939-7102
<b>Subgrant Award (Start) Date:</b>	<b>Subgrant End Date:</b>
<b>Amendment Number and Dates:</b>	
<b>Part I: GENERAL ADMINISTRATIVE INFORMATION</b> (See Instructions)	
1. Project Title: Cape Coral Impaired Driving Enforcement and Education 2. Federal Funding: \$38,000.00                      Match: \$0.00                      Total Cost: \$38,000.00	
3. Subrecipient Agency: Name: City of Cape Coral Address Line 1: 1015 Cultural Park Blvd. Address Line 2: City: Cape Coral State: FL Zip: 33990 -	4. Implementing Agency: Name: Cape Coral Police Department Address Line 1: 1100 Cultural Park Blvd. Address Line 2: City: Cape Coral State: FL Zip: 33990 -
5. Federal ID Number or 29 Digit FLAIR Account Number (State Agencies):	
6. DUNS Number: 59-1312996	
7. Chief Financial Officer: Name: Vickie Bateman Address Line 1: City of Cape Coral Address Line 2: 1015 Cultural Park Blvd. City: Cape Coral State: FL Zip: 33990 -  Telephone No: (239) 574 - 0491 ext. E-Mail Address: vbateman@capecoral.net	8. Project Director: Name: Captain Mike Torregrossa Address Line 1: 1100 Cultural Park Blvd. Address Line 2: City: Cape Coral State: FL Zip: 33990 -  Telephone No: (239) 574 - 0669 ext. E-Mail Address: mtorregr@capecoral.net
9. Financial Reimbursement Contact:  Name: Shannon Northorp  Title: Grant Writer/Coordinator  Telephone Number: (239) 574 - 0675 ext.  E-Mail Address: snorthor@capecoral.net	10. Project Activity Contact:  Name: Shannon Northorp  Title: Grant Writer/Coordinator  Telephone Number: (239) 574 - 0675 ext.  E-Mail Address: snorthor@capecoral.net
11. Payment Remittance Address: Name: City of Cape Coral Address Line 1: City of Cape Coral Attn: Accounting Address Line 2: 1015 Cultural Park Blvd. City: Cape Coral State: FL Zip: 33990 -	

Exhibit A

## Part II: PROJECT PLAN AND SUPPORTING DATA

State clearly and in detail the aims of the project, precisely what will be done, who will be involved, and what is expected to result. Use the following major headings:

1. Statement of the Problem
2. Proposed Solution
3. Project Objectives
4. Evaluation

### STATEMENT OF THE PROBLEM

Cape Coral is the second largest city in Florida by land mass, 120 square miles with over 400 miles of canals. According to the U.S. Census 2016 estimate, Cape Coral's population is 179,804, which is a 16.7% increase from the population census in 2010. In a recent study by WalletHub, "2017's Fastest-Growing Cities in America", Cape Coral was ranked as the 15th fastest growing city in America. This does not account for the seasonal residents that live in Cape Coral six months out of the year. With more people on the road, comes an increase in traffic crashes. Over the past three years, the Department has greatly increase their traffic safety enforcement, yet crashes and fatalities are up.

The City saw a 14% increase in traffic crashes from 2015 – 2017. According to the Florida Department of Highway Safety Motor Vehicles (FLHSMV), in 2016, there were 3,176 traffic fatalities in the State of Florida, with 461 or 15% being alcohol confirmed. In 2017, 47% of the traffic fatalities in the City of Cape Coral were alcohol related. Of the serious bodily injury crashes (SBI) in 2017, 42% of them were alcohol related. These percentages are quite alarming! On the FY2019 Highway Safety Matrix – Ranking of Florida Cities, Cape Coral ranked the 8th highest city for traffic fatalities and serious injuries due to impaired driving. The Department is concerned that minus targeted enforcement efforts such as DUI saturation patrols and DUI checkpoints, these numbers will continue to increase.

Once again, the issue of allowing bars and clubs to remain open until 4:00am on the weekends is being brought to the forefront with the current City Council and Mayor. In 2015, under a pilot project the City allowed designated establishments to stay open until 4:00am on Friday and Saturday nights. During the pilot project the City saw an increase in nighttime traffic and calls for service. Comparing this specific area in the City in 2014 to 2015, there was a 267% increase in intoxicated person incidents; 83% increase in DUI arrests and 20% increase on drug arrests. The Department is very concerned that if the City passes an ordinance allowing bars and clubs to remain open until 4:00am, it will once again see a spike in impaired drivers, above the current numbers. The Department needs funding assistance to conduct impaired driving operations on an overtime basis.

### PROPOSED SOLUTION

**OVERALL GOAL:** The overall goal of all traffic enforcement activities is to gain voluntary compliance to all traffic City ordinances and State Statutes. The ultimate goal is to reduce traffic crashes and injuries within the City of Cape Coral. On a monthly basis, traffic unit personnel review relevant notable traffic trends to include, but not limited to: traffic crash locations, community complaints, speed studies, and engineering data, to determine the areas of greatest need for selective enforcement. All officers attend and complete the National Highway Traffic and Safety Administration (NHTSA) 24-hour Standardized Field Sobriety Test (SFST) course of instruction within their first year of employment with the Department. Currently the Department has 118 officers that have successfully completed the NHTSA 24-hour SFST course of instruction, NHTSA 8-hour SFTST refresher course, and/or Advanced Roadside Impaired Driving Enforcement (ARIDE) course of instruction, within the past five (5) years. Additionally, the Department has six (6) Drug Recognition Experts (DRE), nine (12) DUI Instructors and 44 Breath Test Operators (BTO).

**COUNTERMEASURES THAT WORK:** The Department of Highway Safety and Motor Vehicles (DHSMV) Strategic Plan specifically puts an emphasis on proactive enforcement through targeted enforcement. The Countermeasures That Work: A Highway Safety Countermeasure Guide for State Highway Safety Offices Seventh Edition, 2013, by the U.S. Department of Transportation, National Highway Traffic Safety Administration, specifically refers to deterrence and getting people to change their behavior through the fear of apprehension and punishment.

**Deterrence: Enforcement and Drugged Driving-** (Countermeasure: 2.1 Publicized Sobriety Checkpoint Program; 2.2 Publicized Saturation Patrol Programs; 7.1 Enforcement of Drugged Driving) The Department will conduct high visibility enforcement operations focusing on impaired drivers. Saturation patrols and/or DUI checkpoints will take place throughout the sub-grant period. Operations will take place in identified districts, as well as, City-wide. DREs will conduct drug evaluations on drivers that shown signs of impairment but have a BAC of zero. The saturation patrols and checkpoints will be publicized prior to, through various media forums including social media applications.

State clearly and in detail the aims of the project, precisely what will be done, who will be involved, and what is expected to result. Use the following major headings:

1. Statement of the Problem
2. Proposed Solution
3. Project Objectives
4. Evaluation

#### Prevention, Intervention, Communications, and Outreach – (Countermeasure 5.2 Mass-media campaign)

With the utilization of local media and the various social media outlets, the Department's goal is to deter impaired driving. Throughout the year the Department's PAO will disseminate traffic safety education and enforcement information through press releases to all local media outlets (over 125 contacts), as well as, the Department's social media mediums that include, but are not limited to: Facebook, LinkedIn, Instagram, Twitter, and YouTube. The Department has almost 28,000 Facebook likers; almost 5,000 Instagram followers, and almost 11,000 Twitter followers. The Department will utilize electronic billboards to display traffic safety messages. Additionally, the City's Council Meetings are televised on a local channel. After the televised meetings, a traffic safety message will be broadcasted, on a quarterly basis. Upon completion of the high visibility operations, an after-action report will be completed and provided to the Department's Public Affairs Office (PAO) to publicize the results bringing additional awareness to not only the Department's efforts to deter impaired driving, but to also remind the community of what happens when you drive impaired.

#### Underage Drinking and Alcohol-Impaired Driving – (Countermeasure 6.5 Youth Programs)

Traffic Unit personnel will coordinate with the City's charter high school administration and school resource officer to engage students in a drinking and driving prevention presentation. The Department works closely with the local SADD chapters, and Lee County Coalition for a Drug Free Southwest Florida, to bring awareness to youth on the dangers and destructive behavior of drinking/drugging and driving.

The Department understands the need to conduct highly visible DUI checkpoints and saturation patrols, coupled with education through local media and social media site, to deter impaired driving which will have a direct affect on the number of alcohol related traffic crashes. The Department has a history of successfully obtaining and managing FDOT funding for high visibility traffic enforcement activities.

#### PROJECT OBJECTIVES

1. Strive to decrease impaired driving crashes and fatalities citywide, by 3% when compared to the previous three year average.
2. Conduct nine high visibility overtime enforcement operations during the project period.
3. Participate in the state Drive Sober campaign through impaired driving overtime enforcement operations and educational/community activities.
4. Conduct or participate in two educational/community outreach events to increase impaired driving awareness during the project period.
5. Provide impaired driving information and education to the public through the use of social media, press releases and local media outlets at least one time a month during the project period.

#### EVALUATION MEASURES

1. Impaired driving crashes and fatalities are reduced by 3% citywide, compared to the previous three year average.
2. The number of impaired driving high visibility overtime enforcement operations conducted during the project period.
3. The number of impaired driving overtime enforcement operations conducted and education/community activities conducted/participated in during the Drive Sober campaign dates of 10/1/18 - 9/30/18.
4. The number of educational/community outreach events conducted or participated in to increase impaired driving awareness during the project period.
5. The number of instances that impaired driving information and education is provided to the public through the use of social media, press releases and local media outlets monthly.

Amendment Number: \_\_\_\_\_ (FDOT Only)  
Effective Date: \_\_\_\_\_ (FDOT Only)

### Part III: PROJECT DETAIL BUDGET

Project Title: <u>Cape Coral Impaired Driving Enforcement and Education</u>				
Project Number: _____				
FDOT Contract Number: _____				
Each budget category subtotal and individual line item costs listed below cannot be exceeded. The FDOT State Safety Office may approve shifts between budget categories and line items via an amendment.				
BUDGET CATEGORY	NARRATIVE	TOTAL COST	FEDERAL FUNDS	MATCH
A. Personnel Services				
Overtime Salary and Benefits	Overtime salary and benefits include: FICA, Worker's Compensation, and pension	\$38,000	\$38,000	0
		\$ 0	\$0	\$0
		\$ 0	\$0	\$0
		\$ 0	\$0	\$0
		\$ 0	\$0	\$0
		\$ 0	\$0	\$0
		\$ 0	\$0	\$0
		\$ 0	\$0	\$0
		\$ 0	\$0	\$0
		\$ 0	\$0	\$0
		\$ 0	\$0	\$0
Subtotal		<b>\$38,000</b>	<b>\$38,000</b>	<b>\$ 0</b>
B. Contractual Services				
		\$ 0	\$0	\$0
		\$ 0	\$0	\$0
		\$ 0	\$0	\$0
		\$ 0	\$0	\$0
		\$ 0	\$0	\$0
Subtotal		<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 0</b>
C. Expenses				
		\$ 0	\$0	\$0
		\$ 0	\$0	\$0
		\$ 0	\$0	\$0
		\$ 0	\$0	\$0
		\$ 0	\$0	\$0
		\$ 0	\$0	\$0
		\$ 0	\$0	\$0
		\$ 0	\$0	\$0
		\$ 0	\$0	\$0
		\$ 0	\$0	\$0
		\$ 0	\$0	\$0
		\$ 0	\$0	\$0
		\$ 0	\$0	\$0
		\$ 0	\$0	\$0
		\$ 0	\$0	\$0
		\$ 0	\$0	\$0
		\$ 0	\$0	\$0
		\$ 0	\$0	\$0
Subtotal		<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 0</b>

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Amendment Number: \_\_\_\_\_ (FDOT Only)  
Effective Date: \_\_\_\_\_ (FDOT Only)

### Part III: PROJECT DETAIL BUDGET

Project Title: <u>Cape Coral Impaired Driving Enforcement and Education</u>				
Project Number: _____				
FDOT Contract Number: _____				
Each budget category subtotal and individual line item costs listed below cannot be exceeded. The FDOT State Safety Office may approve shifts between budget categories and line items via an amendment.				
BUDGET CATEGORY	NARRATIVE	TOTAL COST	FEDERAL FUNDS	MATCH
D. Equipment Costing over \$5,000		\$ 0	\$0	\$0
		\$ 0	\$0	\$0
		\$ 0	\$0	\$0
		\$ 0	\$0	\$0
		\$ 0	\$0	\$0
		\$ 0	\$0	\$0
		\$ 0	\$0	\$0
		\$ 0	\$0	\$0
		\$ 0	\$0	\$0
		\$ 0	\$0	\$0
		\$ 0	\$0	\$0
		\$ 0	\$0	\$0
		\$ 0	\$0	\$0
		\$ 0	\$0	\$0
		\$ 0	\$0	\$0
Subtotal		<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 0</b>
E. Indirect Cost		\$ 0	\$0	\$0
Subtotal		<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 0</b>
<b>Total Cost of Project</b>		<b>\$38,000</b>	<b>\$38,000</b>	<b>\$ 0</b>

Amendment Number: \_\_\_\_\_ (FDOT Only)  
Effective Date: \_\_\_\_\_ (FDOT Only)

## PART IV: PERFORMANCE REPORT

Project Title: <u>Cape Coral Impaired Driving Enforcement and Education</u>
Project Number: _____
FDOT Contract Number: _____
<b>Minimum Performance Standards</b>
The following are the minimum performance standards required in this subgrant agreement. The status of these standards will be reported using FDOT form number 500-065-19 Performance Report and shall be included with each request for reimbursement.
1. Collect and analyze crash data to determine focus areas for targeted impaired driving enforcement.
2. Conduct impaired driving high visibility enforcement operations.
3. Conduct outreach/education activities for impaired driving.
4. Provide performance reports.
5. Submit request for financial reimbursement.
6.
7.
8.
9.
<b>National Highway Traffic Safety Administration (NHTSA) Required Activity Reporting</b>
The following statistics are required reporting for any traffic safety enforcement grant. (enforcement grants only)
1. Number of seat belt citations issued during subgrant-funded enforcement activities.
2. Number of impaired driving arrests made during subgrant-funded enforcement activities.
3. Number of speeding citations issued during subgrant-funded enforcement activities.

Amendment Number: \_\_\_\_\_ (FDOT Only)  
Effective Date: \_\_\_\_\_ (FDOT Only)

## **Part V: Acceptance and Agreement**

**Conditions of Subgrant Agreement.** Upon approval of this subgrant agreement for highway safety funds, the following terms and conditions shall become binding. The term "Subrecipient" referred to herein, will reference both the Subrecipient and its Implementing Agency.

### **FEDERAL REGULATIONS**

**1. Access to Public Records and Monitoring.** The Department, National Highway Traffic Safety Administration (NHTSA), Federal Highway Administration (FHWA), Chief Financial Officer (CFO), and Auditor General (AG) of the State of Florida, or any of their duly authorized representatives, shall have access for the purpose of audit and examination of books, documents, papers, and records of the Subrecipient and to relevant books and records of the Subrecipient which are not protected from disclosure by State or Federal law, and its consultants and contractors under this subgrant agreement, as provided under applicable State or Federal law.

In addition to review of audits conducted in accordance with 2 CFR Part 200, herein incorporated by reference, monitoring procedures will include on-site visits by Department staff, limited scope audits as defined by 2 CFR Part 200, and status checks of subgrant activity via telephone calls from FDOT State Safety Office staff to Subrecipients. By entering into this subgrant agreement, Subrecipients agree to comply and cooperate with monitoring procedures. In the event that a limited scope audit of the Subrecipient is performed, the Subrecipient agrees to bring the project into compliance with this subgrant agreement. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the CFO or AG to the extent allowed by State or Federal law.

**2. Audit.** The administration of resources awarded through the Department to the Subrecipient by this subgrant agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or limit the authority of any State agency inspector general, the State of Florida Auditor General or any other State official. With the exception of documents protected by State law, the Subrecipient shall comply with all audit and audit reporting requirements as specified below.

- (a) In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this subgrant agreement. By entering into this subgrant agreement, the Subrecipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO) or State of Florida Auditor General.
- (b) The Subrecipient, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this subgrant agreement is subject to the following requirements:
  - i. In the event the Subrecipient expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Subrecipient must have a Federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. Part VI to this subgrant agreement provides the required Federal award identification information needed by the Subrecipient to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Subrecipient must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this subgrant agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
  - ii. In connection with the audit requirements, the Subrecipient shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

- iii. In the event the Subrecipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Subrecipient is exempt from Federal audit requirements for that fiscal year. However, the Subrecipient must provide a single audit exemption statement to the Department at [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) no later than nine months after the end of the Subrecipient's audit period for each applicable audit year. In the event the Subrecipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Subrecipient's resources obtained from other than Federal entities).
- iv. The Subrecipient must electronically submit to the Federal Audit Clearinghouse (FAC) at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, and this subgrant agreement. However, the Department requires a copy of the audit reporting package also be submitted to [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.
- v. Within six months of acceptance of the audit report by the FAC, the Department will review the Subrecipient's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this subgrant agreement. If the Subrecipient fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:
  - 1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
  - 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
  - 3. Wholly or partly suspend or terminate the Federal award;
  - 4. Initiate suspension or debarment proceedings as authorized under 2 CFR Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
  - 5. Withhold further Federal awards for the Project or program;
  - 6. Take other remedies that may be legally available.
- vi. As a condition of receiving this Federal award, the Subrecipient shall permit the Department, or its designee, the CFO or State of Florida Auditor General access to the Subrecipient's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.
- vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24  
605 Suwannee Street  
Tallahassee, Florida 32399-0450

[FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us)

- (c) The Subrecipient shall retain sufficient records demonstrating its compliance with the terms of this subgrant agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, the CFO or State of Florida Auditor General access to such records upon request. The Subrecipient shall ensure that the audit working papers are made available to the Department, or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

**3. Buy America Act.** The Subrecipient agrees to comply and require consultants and contractors to comply with all applicable standards, orders, and regulations issued pursuant to the Buy America Act, Buy America Act Waiver (Docket No. NHTSA-2015-0065) and NHTSA Guidance Buy American Act Procedure for Highway Safety Grant Programs (revised 11-20-2015) herein incorporated by reference. The Subrecipient shall include the following Buy America provisions in all subcontract awards:

The Buy America Act prohibits the use of Federal highway safety grant funds to purchase any manufactured product or software/information technology systems whose unit purchase price is \$5,000 or more, including motor vehicles, that is not produced in the United States. NHTSA may waive those requirements if (1) their application would be inconsistent with the public interest; (2) such materials and products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or (3) the inclusion of domestic material will increase the cost of the overall project contract by more than 25 percent.

Each manufactured end product must comply with the provisions of the Buy America Act. Additionally, any manufactured add-on to an end product is, itself, an end product that must comply with the Act.

To be reimbursed with Federal highway safety grant funds for a purchase, a State must comply with the requirements of the Buy America Act. Non-compliance will result in denial of reimbursement.

**4. Clean Air Act and Federal Water Pollution Control Act.** Subgrant agreements for amounts in excess of \$150,000 must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). The Subrecipient shall include this provision in all subcontract awards in excess of \$150,000.

**5. Conferences and Inspection of Work.** Conferences may be held at the request of any party to this subgrant agreement. Representatives of the Department or the U.S. Department of Transportation (USDOT), or both, shall be privileged to visit the site for the purpose of inspection and assessment of work being performed at any time.

**6. Contract Work Hours and Safety Standards Act.** Where applicable, all subcontracts under this subgrant agreement in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**7. Debarment and Suspension.** No subcontract issued under this subgrant agreement, will be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

**8. Disadvantaged Business Enterprises (DBE).**

- (a) The Subrecipient agrees to the following assurance:

The Subrecipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program required by 49 CFR, Part 26, herein incorporated by reference. The Subrecipient shall take all necessary and reasonable steps under 49 CFR, Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this subgrant agreement. Upon notification to the Subrecipient of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.), herein incorporated by reference.

- (b) The Subrecipient agrees to include the following assurance in each contract with a consultant or contractor and to require the consultant or contractor to include this assurance in all subcontract agreements:

The consultant or contractor and subconsultant or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The consultant or contractor shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of USDOT-assisted contracts. Failure by the consultant or contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Subrecipient or the Department deems appropriate.

**9. Equal Employment Opportunity.** No person shall, on the grounds of race, color, religion, sex, handicap, or national origin, be excluded from participation in, be refused the benefits of, or be otherwise subjected to discrimination under this subgrant agreement, or any project, program, or activity that receives or benefits from this subgrant award. The Subrecipient agrees to comply with Executive Order (E.O.) 11246, as amended by E.O. 11375, and as supplemented by 41 CFR, Part 60, herein incorporated by reference.

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

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

- (i) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087–74100)
- (j) Nondiscrimination Clause.

During the performance of this subgrant, the Subrecipient agrees:

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

**11. Ownership of Data and Creative Material.** The ownership of material, discoveries, inventions and results developed, produced, or discovered by this subgrant agreement are governed by the terms of 2 CFR, Section 200.315, Intangible Property, herein incorporated by reference.

**12. Political Activity.** The Subrecipient will comply with provisions of the Hatch Act (5 U.S.C. 1501–1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

**13. Property Accountability.** The Subrecipient shall establish and administer a system to control, protect, preserve, use, and maintain and dispose of any property furnished by the Department, or purchased pursuant to this subgrant agreement in accordance with Federal Property Management Standards as set forth in 49 CFR, Section 18.32, 49 CFR 19, Section 19.34, or 2 CFR, 200.33, herein incorporated by reference. This obligation continues as long as the property is retained by the Subrecipient notwithstanding the ending of this subgrant agreement.

**14. Restrictions on Lobbying.** The Subrecipient agrees to comply and require consultants and contractors to comply with 49 CFR, Part 20, New Restrictions on Lobbying, herein incorporated by reference, for filing of certification and disclosure forms.

- (a) **Certification Regarding Federal Lobbying.** The Subrecipient certifies, to the best of his or her knowledge and belief, that:
  - i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  - ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this

Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- iii. The Subrecipient shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly.
  - iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- (b) **Restriction on State Lobbying.** None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

## STATE REGULATIONS

**15. Compliance with State Procurement of Personal Property and Services Laws.** The Subrecipient agrees to comply with all applicable provisions of Chapter 287, Florida Statutes (F.S.). The following provisions are stated in this subgrant agreement pursuant to sections 287.133(2)(a) and 287.134(2)(a), F.S.

- (a) **Section 287.133 (2)(a), F.S.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
- (b) **Section 287.134 (2)(a), F.S.** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

**16. Compliance with State Public Records Laws.** The Subrecipient agrees to comply with all provisions provided in Chapter 119 F.S. If the Subrecipient receives a public records request concerning its work undertaken pursuant to this Department subgrant agreement, the Subrecipient must take appropriate action as required by Chapter 119, F.S. If the Subrecipient is unable to ascertain how best to comply with its obligations, it should seek the advice of counsel and/or FDOT State Safety Office.

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

**17. Cooperation with Inspector General.** It is the duty of every Subrecipient to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this subgrant agreement. Chapter 20.055(5), F.S. The Subrecipient agrees to comply with Section 20.055(5), F.S., and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), F.S.

**18. E-Verify.** Subrecipients:

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

**19. Reimbursement Obligation.** The State of Florida's performance and obligation to reimburse the Subrecipient shall be subject to the availability of Federal highway safety funds and an annual appropriation by the Legislature.

**20. Responsibility for Claims and Liability.** Subject to the limitations of Section 768.28, F.S., the Subrecipient shall be required to defend, hold harmless and indemnify the Department, NHTSA, FHWA, and USDOT, from all claims and liability, or both, due to negligence, recklessness, or intentional wrongful misconduct of Subrecipient, and its contractor, consultant, agents and employees. The Subrecipient shall be liable for any loss of, or damage to, any material purchased or developed under this subgrant agreement which is caused by the Subrecipient's failure to exercise such care in regard to said material as a reasonable careful owner of similar materials would exercise.

The parties executing this subgrant agreement specifically agree that no provision in this subgrant agreement is intended to create in the public or any member thereof, a third-party beneficiary, or to authorize anyone not a party to this subgrant agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this subgrant agreement.

**21. Restrictions on Lobbying.** No funds subgranted hereunder shall be used for the purpose of lobbying the legislature, judicial branch, or state agencies, per Section 216.347, F.S.

**22. Retention of Records.** The Subrecipient shall retain sufficient records demonstrating its compliance with the terms of this subgrant agreement for a period of five years from the date the audit report is issued, and shall allow the Department, or its designee, the state CFO, or AG access to such records, which are not protected by State law, upon request. The Subrecipient shall ensure that the independent audit working papers are made available to the Department, or its designee, the state CFO, or AG upon request for a period of at least five years from the date the audit report is issued, unless extended in writing by the Department.

**23. Tangible Property.** Property purchased under this subcontract does not qualify as Tangible Personal Property as defined by Chapter 273, F.S.

## **GRANT MANAGEMENT**

**24. Amendments.** The Subrecipient shall obtain prior written approval from the FDOT State Safety Office for changes to this subgrant agreement. Amendments to this subgrant agreement will be approved if the modification(s) to be made will achieve or improve upon the outcome of this subgrant agreement's scope of work, or where factors beyond the control of the Subrecipient require the change. Requested amendments to this subgrant agreement shall be in the form of a written request signed by the one of the original signatory of this subgrant agreement. Specific delegation(s) for amendments must be provided in writing from the original signatory of the Subrecipient.

**25. Disputes and Appeals.** Any dispute, disagreement, or question of fact arising under this subgrant agreement may be addressed to the Traffic Safety Administrator of the FDOT State Safety Office in writing. The Traffic Safety Administrator's decision may be appealed in writing within 30 calendar days from the notification to the Governor's Highway Safety Representative, whose decision is final. Addresses are:

Florida Department of Transportation  
Attn: Traffic Safety Administrator  
State Safety Office, MS 53  
605 Suwannee Street  
Tallahassee, Florida 32399-0450

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

The Subrecipient shall proceed diligently with the performance of this subgrant agreement and in accordance with Department's decision(s).

**26. Equipment.** Any equipment purchased under this subgrant agreement with highway safety funds shall not replace previously purchased equipment that is damaged, stolen, lost, or that wears out as a result of misuse, whether the equipment was purchased with federal, state, or local funds.

- (a) **Use of Equipment.** All equipment shall be used for the originally authorized subgrant agreement purpose(s) for as long as needed for those purposes. In the event the equipment is no longer needed for the originally authorized subgrant agreement purpose(s) or has reached the end of its useful life, Subrecipients should notify the FDOT State Safety Office so that the equipment can be transferred to another agency for use or disposed of.
- (b) **Major Purchases and Dispositions.** Equipment with a useful life of more than one year and an acquisition cost of \$5,000 or more per unit shall be subject to the following requirements:
  - i. Purchases shall receive prior written approval from the FDOT Safety Office.
  - ii. Dispositions shall receive prior written approval from the FDOT Safety Office.
- (c) **Disposition of Equipment Costing Less than \$5,000.** Equipment that does not meet the unit purchase price threshold of \$5,000 should be disposed of in accordance with the agencies own procurement and disposition policies. Documentation of this disposition should be noted in the Subrecipient files.
- (d) **Equipment Replacement or Repair.** The Subrecipient is responsible, at their own cost, for replacing or repairing any equipment purchased with Federal highway safety funds that is damaged, stolen, or lost, or that wears out as a result of misuse. The FDOT State Safety Office retains the right to replace or repair any equipment for statewide programs based on exceptional individual circumstances.
- (e) **Equipment Repossession.** Ownership of all equipment purchased with Federal highway safety funds rests with the Subrecipient; however, the USDOT maintains an interest in the equipment and title vests in the Subrecipient subject to several conditions and obligations under 2 CFR Section 200.313. The Subrecipient must use the equipment for the authorized purposes of the project, whether or not the project continues to be supported by the Federal award, unless the FDOT State Safety Office, on behalf of USDOT, provides written authorization for another use of the equipment that is permissible under 2 CFR Section 200.313. Any equipment purchased with Federal highway safety funds that is not being used by the Subrecipient for the purposes described in the project or in accordance with other authorized uses under 2 CFR Section 200.313, is subject to repossession by the FDOT State Safety Office, on behalf of the USDOT. Items that are repossessed shall be disbursed to agencies that agree to use the equipment for the activity described in this project or for other uses authorized by USDOT.

**27. Excusable Delays.** Except with respect to the defaults of Subrecipient's consultants and contractors which shall be attributed to the Subrecipient, the Subrecipient shall not be in default by reason of any failure in performance of this subgrant agreement in accordance with its terms if such failure arises out of causes beyond the control and without the fault or negligence of the Subrecipient. Such causes are acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the Subrecipient. If the failure to perform is caused by the failure of the Subrecipient's consultant or contractor to perform or make progress, and if such failure arises out of causes beyond the control of the Subrecipient and its consultant or contractor, and without the fault or negligence of any of them, the Subrecipient shall not be deemed to be in default, unless (1) the supplies or services to be furnished by the consultant or contractor were obtainable from other sources, (2) the FDOT State Safety Office shall have ordered the Subrecipient in writing to procure such supplies or services from other sources, and (3) the Subrecipient shall have failed to comply reasonably with such order.

Upon request of the Subrecipient, the FDOT State Safety Office shall ascertain the facts and extent of such failure and, if it shall be determined that any failure to perform was occasioned by any one or more of the said causes, the delivery schedule shall be revised accordingly.

**28. How this Subgrant Agreement is Affected by Provisions Being Held Invalid.** If any provision of this subgrant agreement is held invalid, the remainder of this subgrant agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

**29. Ineligibility for Future Funding.** The Subrecipient agrees that the Department shall find the Subrecipient ineligible for future funding for any of the following reasons:

- (a) Failure to provide the required audits,
- (b) Failure to continue funding positions created with highway safety funds after the Federal funding cycle ends,
- (c) Failure to provide required performance and final narrative reports in the required time frame,
- (d) Failure to perform work described in Part II of this subgrant agreement,
- (e) Failure to provide reimbursement requests and performance reports in a timely manner,
- (f) Providing fraudulent performance reports or reimbursement requests,
- (g) Misuse of equipment purchased with Federal highway safety funds.

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

**31. Personnel Hired or Paid Under this Subgrant Agreement.**

- (a) **Project Director.** Persons holding the position of Project Director for this subgrant agreement shall not receive reimbursement for personnel hours nor receive any other benefit under this subgrant agreement.
- (b) **Subgrant Funded Positions.** Any agency receiving subgrant funds for the reimbursement of positions (excluding law enforcement agency positions), in whole or in part through this subgrant agreement, shall report and get approval in writing of any staffing using the Safety Grant Personnel Form (FDOT Form No. 500-065-24).
- (c) **Employer Responsibility.** Any and all employees of the Subrecipient whose positions are funded, in whole or in part through this subgrant agreement, shall be the employee of the Subrecipient only, and any and all claims that may arise from said employment relationship shall be the sole obligation and responsibility of the Subrecipient. Personnel hours will only be reimbursed based on actual hours worked on this subgrant agreement. No other allocation method is allowable for reimbursement.
- (d) **Overtime.**
  - i. **Overtime Hours.** Subgrant funds cannot be used to supplant standard activity hours; therefore, only hours qualifying as "overtime", per the Subrecipient policies will be eligible for reimbursement by this subgrant agreement. In the event a Subrecipient is awarded more than one subgrant agreement within a federal fiscal year, overtime hours for each traffic safety effort must be tracked, reported and billed based on hours worked for each subgrant agreement type.
  - ii. **Overtime Rate.** Overtime hours are intended for enhanced/increased traffic safety activities. The overtime pay rate for personnel is based on actual cost per employee in accordance with the Subrecipient's payroll policy. Each Subrecipient shall comply with Fair Labor Standards Act (FLSA) requirements and thresholds for overtime accrual and payment and its own policies and procedures, insofar as those policies apply uniformly to both federally-financed and other activities of the Subrecipient, as required by 2 CFR 200.403(c). Additional hours may be called overtime, off duty, extra, additional, etc., as long as it enhances/increases traffic safety activities. A copy of the policy shall be maintained by the Subrecipient and made available for review if requested.
- (e) **Additional Requirements for Law Enforcement Agencies.**
  - i. **Created Position(s) Reporting and Maintenance Requirement.** Subrecipients receiving first year funding for a newly created full-time position(s) through a subgrant agreement shall provide written notification to the FDOT State Safety Office within 30 days of this subgrant agreement being awarded that a new position(s) has been created in the agency as a result of this subgrant agreement being awarded. Positions created with subgrant funding shall continue to be funded by the Subrecipient after federal funding ends to be eligible for future subgrant funding.

**32. Reports.** The following reports are required for reimbursement of subgrant funding:

- (a) **Performance Reports.** (FDOT Form No. 500-065-19). A performance report shall be provided with each request for financial reimbursement, providing the status of the subgrant minimum performance standards, as described Part IV of this subgrant agreement.
- (b) **Final Narrative Report.** (FDOT Form No. 500-065-20). A Final Narrative Report giving a chronological history of the subgrant activities, problems encountered, major accomplishments, and NHTSA Required Activity Reporting shall be submitted by October 31. Requests for reimbursement will not be processed and will be returned to the Subrecipient as unpaid if the required reports are not provided, following notification.
- (c) **Enforcement Activity Reports.** Enforcement Activity Report(s) for each type of enforcement shall be provided with each request for financial reimbursement for overtime worked. Agency specific activity reports may be used, if those reports include all information detailed in each FDOT Activity Form.
- (d) **Other Reports.** The FDOT State Safety Office reserves the right to require other reports not specified above, as necessary, for subgrant agreement monitoring.

**33. Term of this Subgrant Agreement.** Each subgrant agreement shall begin on the date the last party signs this subgrant agreement and shall end on September 30, unless otherwise stipulated by the FDOT State Safety Office on the first page of this respective subgrant agreement. In the event this subgrant agreement is for services in excess of \$25,000.00 and a term for a period of more than 1 year, the provisions of Section 339.135(6)(a), F.S., are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that such funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000.00 and which have a term for a period of more than 1 year."

**34. Travel.**

- (a) **Required Forms.** Travel costs for approved travel shall be submitted on the FDOT Contractor Travel Form (FDOT Form No. 300-000-06) or other approved Florida Department of Financial Services form and will be reimbursed in accordance with Section 112.061, F.S. and the most current version of the *Disbursement Handbook for Employees and Managers*.
- (b) **Prerequisite Approvals.** Travel meeting any of the following criteria shall require a written request for approval from the FDOT State Safety Office prior to the incurring of actual travel costs. Request should include sufficient justification to prove that the travel will have significant benefits to the outcome of the subgrant activities and is within the travel budget of the project and relevant to the project:
  - i. Purchase of Airfare
  - ii. Travel to conference
  - iii. Travel which includes a registration fee
  - iv. Out-of-subgrant-specified work area travel
  - v. Out-of-state travel

Failure to receive prior written approval will deem the entire travel cost ineligible for payment, regardless of available funding in travel budget.

- (c) **Lodging Reimbursement Limit.** The FDOT State Safety Office shall not pay for overnight lodging/hotel room rates that exceed \$150.00 per night (before taxes and fees). A Subrecipient and/or traveler will be required to expend his or her own funds for paying the overnight lodging/hotel room rate in excess of \$150.00 plus the

applicable percentage of fees (other than flat fees). If multiple travelers share a room and the individual cost of the lodging/hotel exceeds the \$150 per night limit, the Subrecipient and/or travelers will be required to expend his or her own funds for paying the excess amount. If another entity is covering the cost of the overnight lodging/hotel then this paragraph does not apply.

**35. Vehicles.** Any Subrecipient receiving subgrant funds to purchase a vehicle (excluding law enforcement vehicles) shall maintain a travel log that contains the beginning and ending mileage, location, and purpose of travel. All agencies must report any vehicle use (excluding law enforcement vehicles) and maintenance with each request for reimbursement using the Safety Grant Vehicle Use Form (FDOT Form No. 500-065-21) and the Safety Grant Equipment Maintenance Form (FDOT Form No. 500-065-22).

Vehicles purchased with federal highway safety funds shall be used for program use only and in accordance with Chapter 60B-1.004 F.S. Subrecipients who are responsible for the operation and use vehicles for official state business are allowed to permit persons other than state officials or employees to travel in the vehicle provided these persons are conducting official state business or only on special occasions if the purpose of the travel can be more usefully served by including such persons and no additional expense is involved.

It is permissible to transport persons other than state officials and employees during disasters and emergency situations where the state must protect life and property. Providing assistance to motorists whose vehicles are disabled may be considered as an emergency when there is a need to protect life and property.

Any vehicles used for personal reasons or not being used by the Subrecipient for the purposes described in this subgrant agreement shall be subject to repossession by the FDOT State Safety Office.

## FINANCIAL/FISCAL

**36. Allowable Costs.** The allowability of costs incurred under this subgrant agreement shall be determined in accordance with the general principles of allowability and standards for selected cost items set forth in the Applicable Federal Law, state law, and the FDOT Disbursement Handbook for Employees and Managers, to be eligible for reimbursement. All funds not spent in accordance with the Applicable Federal Law will be subject to repayment by the Subrecipient. Only costs directly related to this subgrant agreement shall be allowable.

## 37. Subcontract Agreements.

- (a) **Requirement for Pre- Approval.** All subcontract agreements must be submitted to the FDOT Safety Office in draft form for review and approval. Approval of this subgrant agreement does not constitute approval of subcontract agreements.
- (b) **Minimum Mandatory Subcontract Language.** All subcontract agreements shall include as a minimum the following information:
  - i. Beginning and end dates of the subcontract agreement (not to exceed this subgrant agreement period);
  - ii. Total contract amount;
  - iii. Scope of work/Services to be provided;
  - iv. Quantifiable, measurable, and verifiable units of deliverables;
  - v. Minimum level of service to be performed and criteria for evaluating successful completion;
  - vi. Budget/Cost Analysis; and
  - vii. Method of compensation/Payment Schedule.
- (c) **Additional Required Clauses.**
  - i. **All subcontract agreements shall contain the following statement:**

“The parties to this contract shall be bound by all applicable sections of Part V: Acceptance and Agreement of Project # (insert project number), FDOT Contract # (insert contract number). A final invoice must be received by (insert date) or payment will be forfeited.”
  - ii. **Buy American Act clause** (see Section 3 of Part V)
  - iii. **Certification Regarding Federal Lobbying** (see Section 14 of Part V)
  - iv. **Cooperation with Inspector General** (see Section 17 of Part V)
  - v. **DBE Clause** (see Section 8(b) of Part V)

- vi. **E-Verify clause** (see Section 18 of Part V)
- vii. **Nondiscrimination clause** (see Section 10 of Part V)
- viii. **Clean Air Act and Federal Water Pollution Control Act clause** (subcontracts in excess of \$150,000)  
(see Section 4 of Part V)

**38. Indirect Costs.** Indirect costs included in this subgrant agreement in Part III, under the indirect line item are based on the amount applied for during the concept paper application process, and awards are based on cost benefit, available funding, and if the indirect cost rate requested significantly affects the proposed project's ability to adequately address the traffic safety need.

**39. Obligation of Subgrant Funds.** Subgrant funds shall not be obligated prior to the effective date or subsequent to the end date of this subgrant agreement period. Only project costs incurred on or after the effective date and on or prior to the end date of this subgrant agreement are eligible for reimbursement. A cost is incurred when the Subrecipient's employee or approved contractor or consultant performs the service required or when goods are received by the Subrecipient, notwithstanding the date of order.

#### **40. Procedures for Reimbursement.**

- (a) **Required Forms.** All requests for reimbursement of subgrant costs must be submitted on forms provided by the Department (FDOT Form Numbers 500-065-04 through 09 and 19) unless otherwise approved. Forms must be completed in detail sufficient for a proper pre-audit and post audit based on the quantifiable, measurable, and verifiable units of deliverables and costs, including supportive documentation. **ALL requests for reimbursement shall include FDOT Form 500-065-019 Performance Report for the period of reimbursement.**
- (b) **Supporting Documentation.** Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in this approved subgrant agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation:

##### **i. Personnel Services.**

- i. **Salaries:** A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.
- ii. **Fringe Benefits:** Should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.
- ii. **Contractual Services.** Should be supported by a copy of the approved subcontract agreement, invoice showing payment request from the vendor, and proof of payment by the Subrecipient.
- iii. **Expenses.** Should be supported by a copy of any required pre-approvals, invoice showing payment request from the vendor, and proof of payment by the Subrecipient.
- iv. **Travel.** Should be supported by a consultant travel form or other approved DFS travel form, copies of receipts for all miscellaneous costs applicable to the travel, in accordance with the most current version of the FDOT Disbursements Handbook, and proof of payment of travel costs by the Subrecipient.
- v. **Equipment Costing Over \$5,000.** Should be supported by a copy of any required pre-approvals, invoice showing payment request from the vendor, and proof of payment by the Subrecipient.
- vi. **Indirect Cost.** If the subgrant agreement specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

All documentation should be readable and include the necessary calculations to support the amounts being requested. Illegible documents or documents for the wrong time-period or calculation amounts will require resubmittal by the Subrecipient. If documents provided do not equal totals requested, additional documentation may be requested, or amounts reimbursed will be reduced to totals supported by documentation.

Subgrant agreements between state agencies, and/or subgrant agreements between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports and do not have to include check numbers.

**(c) Frequency and Deadlines for Submission.**

- i. **Partial Claims.** Subrecipients should submit all costs for reimbursement monthly, unless no costs were incurred within a month. Reimbursement for personnel costs may be submitted after each pay period, if desired. Failure to submit reimbursement requests in a timely manner may result in this subgrant agreement being terminated.
- ii. **Final Claim.** A final financial request for reimbursement shall be submitted and/or postmarked no later than October 31 following the end of this subgrant agreement period. Such request should be distinctly identified as **Final**.

**The Subrecipient agrees to forfeit reimbursement of any amount incurred or expended if the final request is not submitted and/or postmarked by October 31 following the end of this subgrant agreement period.**

- (d) **Travel Reimbursement.** Bills for travel expenses specifically authorized in this subgrant agreement shall be submitted on the FDOT Contractor Travel Form (300-000-06) and will be paid in accordance with Section 112.061, F.S. and the most current version of the FDOT Disbursement Handbook for Employees and Managers.
- (e) **Equipment Reimbursement.** All requests for reimbursement of equipment having a unit cost of \$5,000 or more and a useful life of one year or more shall be accompanied by a Non-Expendable Property Accountability Record (FDOT Form No. 500-065-09). Reimbursement of these equipment costs shall not be made before receipt of this form.
- (f) **Media Purchase Reimbursement.** Proof of performance (e.g., copies and/or images of posters, air schedules, etc.) of all paid media purchased with subgrant funds shall be attached to reimbursement requests.
- (g) **Signature Requirements.** All requests for reimbursement shall be signed by an Authorized Representative of the Subrecipient, or their delegate. Delegation letters must be provided for each subgrant agreement.
- (h) **Reimbursement Timeline.** Subrecipients providing goods and services to the Department should be aware of the following time frames. The FDOT State Safety Office has a 30-day review process to approve goods and services that starts on the date of receipt of financial reimbursement request. After that review and approval, the Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved. Financial reimbursement requests may be returned if not completed properly. If a payment is not available within 40 days from the FDOT State Safety Office approval, a separate interest penalty at a rate as established pursuant to Section 55.03(1), F.S., will be due and payable, in addition to the financial reimbursement request amount, to the Subrecipient. Interest penalties of less than one (1) dollar will not be enforced unless the Subrecipient requests payment. Financial reimbursement requests that have to be returned to a Subrecipient because of Subrecipient preparation errors will result in a delay in the payment. The financial reimbursement request payment requirements do not start until a properly completed financial reimbursement request is provided to the Department.
- (i) **Financial Consequences.** Payment shall be made only after receipt and approval of deliverables and costs incurred. If the Department determines that the performance of the Subrecipient is unsatisfactory, the Department shall notify the Subrecipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Subrecipient shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Subrecipient will address all issues of

subgrant agreement non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or subgrant agreement noncompliance. If the corrective action plan is unacceptable to the Department, the Subrecipient will not be reimbursed to the extent of the non-performance. The Subrecipient will not be reimbursed until the Subrecipient resolves the deficiency. If the deficiency is subsequently resolved, the Subrecipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Subrecipient is unable to resolve the deficiency, the funds shall be forfeited at the end of this subgrant agreement term.

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

**41. Tracking and Retention of Financial Records.** The Subrecipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this subgrant agreement shall be maintained and made available upon request to the Department at all times during the period of this subgrant agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Subrecipients general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work.

**42. Program Income.** Program income means gross income earned by Subrecipient that is directly generated by a supported activity or earned as a result of the subgrant award during the subgrant period of performance. Program income must be deducted from total allowable costs to determine the net allowable costs. Program income must be used for current costs and any remaining program income must be offset against the final request for reimbursement. Program income that the Subrecipient did not anticipate at the time of the subgrant award must be used to reduce the Federal award and Subrecipient contributions rather than to increase the funds committed to the project.

**43. Registration for Attendance.** No activities funded under this subgrant agreement shall charge a registration fee for attendance.

**44. Responsibility of Subrecipient.** The Subrecipient shall establish fiscal control and fund accounting procedures that assure proper disbursement and accounting of subgrant funds and required non-federal expenditures. All monies spent on this project shall be disbursed in accordance with provisions of the Project Detail Budget as approved by the FDOT State Safety Office. All expenditures and cost accounting of funds shall conform to 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements For Federal Awards, herein incorporated by reference, (hereinafter referred to as Applicable Federal Law).

## REQUIREMENTS

**45. Child Safety Seats.** Any agency that receives child safety seats must have at least one staff member who is a current Certified Child Passenger Safety Technician.

**46. Enforcement.** In accordance with 23 U.S.C. Chapter 4, the State encourages law enforcement agencies to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police that are currently in effect. (23. U.S.C. 402(j)).

- (a) **Automated Traffic Enforcement.** No subgrant funds will be awarded or expended to carry out a program to purchase, operate, or maintain an automated traffic enforcement system. (23 U.S.C. 402(c)(4)). The term "automated traffic enforcement system" includes any camera that captures an image of a vehicle for the purposes only of red light and speed enforcement, and does not include hand held radar and other devices operated by law enforcement officers to make an on-the-scene traffic stop, issue a citation, or other enforcement action at the time of violation. Subgrant funding will not be utilized or reimbursed for continuing priorly initiated investigations, court or Administrative Hearings, and enforcement from aircraft.
- (b) **Data Driven.** Selection of enforcement activity locations should be based on current data that identifies high-risk areas with the greatest number of crashes, serious injuries, fatalities, and/or traffic violations (citations). Data should be reviewed periodically to ensure that the most current high-risk areas are continually addressed throughout this subgrant agreement period.

- (c) **High Visibility Enforcement.** All law enforcement agencies shall conduct High Visibility Enforcement while conducting enforcement under this subgrant agreement.

High Visibility Enforcement is defined as:

- Intense: Enforcement activities are over and above what normally takes place.  
Frequent: Enforcement occurs often enough to create general deterrence.  
Visible: A majority of the public sees or hears about the enforcement.  
Strategic: Enforcement targets high-risk locations during high-risk times.

- (d) **Impaired Driving Enforcement.**

- i. **Hours of Emphasis.** A strong emphasis of enforcement operations should be during the hours of 6:00 pm to 6:00 am. Agencies should ensure that enforcement saturation/wolfpack/roving patrols are conducted in periods of no fewer than 3 consecutive hours. The FDOT State Safety Office reserves the right to request a copy of any subgrant funded checkpoint After Action Report.
- ii. **Mobilization Participation.** All law enforcement agencies that receive impaired driving subgrant funding should participate in all NHTSA impaired driving mobilizations for the following holidays and events: New Year's Day, NFL Super Bowl, St. Patrick's Day, Cinco de Mayo, Independence Day, Labor Day, Halloween, and the end of year holiday season.
- iii. **Required Credentials for Impaired Driving Enforcement.** Any law enforcement officer who takes enforcement action and receives compensation under an impaired driving subgrant must have successfully completed at least one of the following within the last five years:
- a. NHTSA/IACP 24 hour DWI Detection and Standardized Field Sobriety Testing (SFST) course
  - b. NHTSA/IACP 4 hour DWI Detection and Standardized Field Sobriety Testing (SFST) refresher course
  - c. NHTSA/IACP DWI Detection and Standardized Field Sobriety Testing (SFST) Instructor Development course
  - d. NHTSA/IACP 8-hour DWI Detection and Standardized Field Sobriety Testing (SFST) Instructor Update course
  - e. NHTSA/IACP Advanced Roadside Impaired Driving Enforcement (ARIDE) course
  - f. Be an active certified Drug Recognition Expert (DRE)

- (e) **Motorcycle Enforcement.** No subgrant funds will be used for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.
- (f) **Occupant Protection Enforcement.** All law enforcement agencies that receive occupant protection subgrant funding should participate in all NHTSA occupant protection mobilizations for Click It or Ticket and are encouraged to participate in Child Passenger Safety Week and National Seat Check Saturday.
- (g) **Speed and Aggressive Driving Enforcement.** All law enforcement agencies that receive speed and aggressive driving subgrant funding should participate in the NHTSA Regional speed and aggressive driving mobilization for Operation Southern Shield.
- i. **Required Credentials for Speed Enforcement.** Any law enforcement officer who is using a radar or laser speed detection system, must be certified in the use of that piece of equipment.

#### 47. Public Service Announcements, Marketing, and Advertisements.

- (a) **Closed Caption Requirement.** All public service announcements produced with Federal highway safety funds shall be closed captioned for the hearing impaired.
- (b) **Media Plan.** All paid media reimbursed with subgrant funds shall contain a traffic safety message. In order to maximize the effectiveness of the paid media, when marketing or advertising is included in subgrant activities, it

shall be done only in conjunction with proven, effective countermeasures, and when the message of the media is designed to call attention to those countermeasures. Before incurring costs related to the paid media, a final draft of the media and media plan shall be submitted to the FDOT State Safety Office for review.

Media plans should include the following:

- i. What program/policy the paid media is supporting
- ii. How the paid media will be implemented to support an operational enforcement program whether it be a periodic crackdown/mobilization or an on-going saturation or roving patrol
- iii. The amount allocated for paid media
- iv. Anticipated creative costs associated with the paid media
- v. The measures that will be used to assess message recognition and penetration of the target audience.

(c) **Tagging.** All subgrant funded public service announcements, marketing, and advertisements shall be tagged "Funding provided by the Florida Department of Transportation, or Funded by FDOT". "Brought to you by" or "Provided by" may also be used for this requirement. The name of the Subrecipient and its logo can appear on the paid media but the names of individuals connected with the Subrecipient shall not appear when paid for with Federal highway safety funds, unless otherwise approved by the FDOT State Safety Office.

(d) **Prohibition of Gifts.** Contractual agreements for marketing and advertising which include communications, public information, and paid media expenditures shall not include gifts as defined by Section 112.312, F.S., which includes items such as tickets, seats, food, travel, apparel, memorabilia, etc., to any representative of this subgrant agreement or any of their traffic safety partners unless the item or service is regularly made available to the general public at no cost.

**48. Public Information and Education Items.** Public Information and Education Items are defined as materials whose purpose is to convey substantive information about highway safety. Paper, pamphlets, flash drives, CD-ROMs, and similar media that contain educational materials are all allowable because their purpose is to contain and convey educational information. In order to be considered educational, distributed material must provide substantial informational and educational content to the public (not merely a slogan) and have the sole purpose of conveying that information. If a Subrecipient chooses to provide educational content on a flash drive, CD-ROM, or similar device, that device must be an economical method of conveying the information.

Before printing or ordering any public information and education items, a final draft or drawing of the items shall be submitted to the FDOT State Safety Office for review and approval.

Requests should include the following:

- (a) What public information or educational item is being requested
- (b) What program/policy is the item supporting
- (c) Who the target audience is
- (d) How the item will be distributed
- (e) Estimated unit cost(s) for the item

The FDOT State Safety Office shall provide written approval for reimbursement if the items are appropriate for purchase under this subgrant agreement. Copies and/or images of all public information and education items purchased with highway safety funds shall be attached to the forms requesting reimbursement for the items.

Printed materials (tip cards, brochures, safety pledges, surveys, activity books, booklets, guides, etc.) can be freely distributed, however tangible items (helmets, DVDs, CD-ROMs, flash or thumb drives, reflective tape, etc.) require the person receiving the item to interact with the Subrecipient in some manner related to the goal of the project in order to receive the item. Interaction includes attending a presentation, signing a pledge sheet, filling out a survey form, answering a traffic safety question, etc. The results of this interaction must be reported in the performance report.

Where feasible, either the Florida Department of Transportation logo or the words "Funding provided by the Florida Department of Transportation, or Funded by FDOT." Shall appear on or in all items. "Brought to you by" or "Provided by" may also be used for this requirement. The name of the Subrecipient and its logo can appear on any of the public

information and education items. The names of individuals connected with the Subrecipient shall not appear on any printed materials, and advertisements paid for with highway safety funds.

Per 2 CFR 200 and NHTSA Memo "Use of NHTSA Highway Safety Grant Funds for Certain Purchases" (dated May 18, 2016), Use of NHTSA grant funds to purchase promotional items or memorabilia is prohibited and therefore unallowable under this subgrant agreement.

#### **49. Publication and Printing of Observational Surveys and Other Reports.**

- (a) **Review and Publication.** During this subgrant agreement period, but before publication or printing, the final draft of any report or reports required under this subgrant agreement or pertaining to this subgrant agreement shall be submitted to the FDOT State Safety Office for review and concurrence. After this subgrant agreement period has concluded, Subrecipients may publish after providing the FDOT State Safety Office with at least a 15-day prior written notice.
- (b) **Discussion.** Both written and oral releases are considered to be within the context of publication. However, there is no intention to limit discussion of the study with small technical groups or lectures to employees or students. Lectures that describe plans but discuss neither data nor results may be given to other groups without advance approval.
- (c) **Required Language.** Each publication or other printed report covered by Paragraph 50(a) above shall include the following statement on the cover page:
  - i. This report was prepared for the FDOT State Safety Office, Department of Transportation, State of Florida, in cooperation with the National Highway Traffic Safety Administration, U.S. Department of Transportation and/or Federal Highway Administration, U.S. Department of Transportation.
  - ii. The conclusions and opinions expressed in these reports are those of the Subrecipient and do not necessarily represent those of the FDOT State Safety Office, Department of Transportation, State of Florida, and/or the National Highway Traffic Safety Administration, U.S. Department of Transportation and/or Federal Highway Administration, U.S. Department of Transportation, or any other agency of the State or Federal Government.

**50. Safety Belt Policy.** Each Subrecipient shall have a written safety belt policy, which is enforced for all employees. A copy of the policy shall be maintained by the Subrecipient and made available for review if requested.

#### **51. Special Conditions.**

## Part VI: Federal Financial Assistance (Single Audit Act)

### Federal resources awarded pursuant to this subgrant are as follows:

#### CFDA Number and Title:

- ☐ 20.600 – State and Community Highway Traffic Safety Program (NHTSA 402 Funds)
- ☐ 20.611 – Incentive Grant Program to Prohibit Racial Profiling (NHTSA 1906 Funds)
- ☐ 20.614 – National Highway Traffic Safety Administration Discretionary Safety Grants (NHTSA 403 funds)
- ☐ 20.616 – National Priority Safety Program (NHTSA 405 Funds)

#### \*Federal Funds Awarded:

Awarding Agency: Florida Department of Transportation

Indirect Cost Rate: \_\_\_\_\_%

\*\*Award is for R&D: No

\*The federal award amount may change with supplemental agreements

\*\*Research and Development as defined at §200.87, 2 CFR Part 200

### Federal resources awarded pursuant to this subgrant are subject to the following audit requirements:

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

### Federal resources awarded pursuant to this subgrant may also be subject to the following:

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

<u>Federal Award Identification Number (FAIN):</u>	<u>FAIN Award Date:</u>
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Project Title: Cape Coral Impaired Driving Enforcement and Education

Project Number: \_\_\_\_\_

FDOT Contract Number: \_\_\_\_\_

IN WITNESS WHEREOF, the parties affirm that they have each read and agree to the conditions set forth in Part V of this Agreement that each have read and understand the Agreement in its entirety. Now, therefore, in consideration of the mutual covenants, promises and representations herein have executed this Agreement by their undersigned officials on the day, month, and year set out below.

*(For FDOT Use Only)*

**STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_  
*Authorized FDOT State Safety Office Representative*

Date: \_\_\_\_\_  
*Date Signed*

Reviewed for the Florida Department of Transportation:

By: \_\_\_\_\_  
*Authorized FDOT Attorney*

Date: \_\_\_\_\_  
*Date Signed*

**SUBRECIPIENT**

By: \_\_\_\_\_  
*Signature of Authorized Representative*

Name: John Szerlag  
*Authorized Representative's Name Printed*

Title: City Manager  
*Authorized Representative's Title Printed*

Date: \_\_\_\_\_  
*Date Signed*

**IMPLEMENTING AGENCY**

By: \_\_\_\_\_  
*Signature of Authorized Representative*

Name: David Newlan  
*Authorized Representative's Name Printed*

Title: Chief of Police  
*Authorized Representative's Title Printed*

Date: \_\_\_\_\_  
*Date Signed*

**NOTE: These signatures are the only recognized authorized representatives for this agreement, unless delegation is granted in writing.**

**Item Number: B.(5)**  
**Meeting Date: 10/1/2018**  
**Item Type: CONSENT AGENDA**

**AGENDA REQUEST FORM**  
CITY OF CAPE CORAL



**TITLE:**

Resolution 219-18 Federal Fiscal Year (FFY) 2017 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - JAG Countywide-State Solicitation; Department: Police

**REQUESTED ACTION:**

Approve or Deny

**STRATEGIC PLAN INFO:**

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

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

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

**SUMMARY EXPLANATION AND BACKGROUND:**

1. The Edward Byrne JAG program is an annual state solicitation passed through the U.S. Department of Justice for state and local law enforcement initiatives.
2. The Police Department on behalf of the City, will apply for funding in the amount of \$42,300, for Fiscal Year 2019.
3. There are no matching funds required.
4. Funds will be used to purchase crime analyst software.
5. The Police Department is requesting approval for the Mayor to execute the letter of support.
6. The Police Department is requesting approval for the Chief of Police and Mayor to sign the grant application upon completion, for submission.
7. Upon being awarded, documents will be presented to Council for approval at a later date.

**LEGAL REVIEW:**

**EXHIBITS:**

Resolution 219-18  
Grant Synopsis

**PREPARED BY:**

Shannon  
Northorp

Division- Administration

Department- Police

**SOURCE OF ADDITIONAL INFORMATION:****ATTACHMENTS:**

<b>Description</b>	<b>Type</b>
▣ Resolution 219-18	Resolution
▣ Grant Synopsis	Backup Material

RESOLUTION 219 - 18

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CAPE CORAL APPROVING THE PROPOSED DISTRIBUTION OF FUNDS FROM THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM; AUTHORIZING THE MAYOR TO EXECUTE A LETTER OF APPROVAL OF THE GRANT FUNDED PROJECTS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Edward Byrne Memorial Justice Assistance Grant program is a federal program that provides grant funds to counties in Florida and all eligible agencies within the county; and

WHEREAS, the City of Cape Coral is seeking \$42,300 for the purpose of purchasing crime analyst software for agency operations; and

WHEREAS, a condition of participation in the grant program is that local units of government reach a consensus on the expenditure of the funds; and

WHEREAS, the Police Chief recommends that the Mayor approve the proposed distribution of grant funds within Lee County.

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 proposed distribution of grant funds from the Edward Byrne Memorial Justice Assistance Grant program and authorizes the Mayor to sign a letter of approval. The City of Cape Coral is requesting \$42,300 for the purchase of crime analyst software for agency operations. A copy of the letter of approval is attached hereto as Exhibit A.

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

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

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

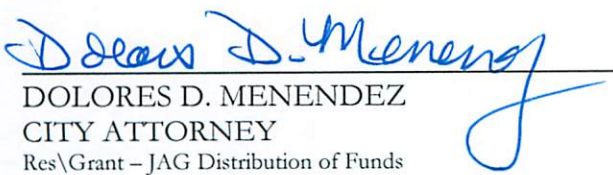
VOTE OF MAYOR AND COUNCILMEMBERS:

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

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

\_\_\_\_\_  
REBECCA VAN DEUTEKOM  
CITY CLERK

APPROVED AS TO FORM:

  
DOLORES D. MENENDEZ  
CITY ATTORNEY  
Res\Grant - JAG Distribution of Funds

October 1, 2018

Ms. Petrina T. Herring  
Bureau Chief  
Office of Criminal Justice Grants  
Florida Department of Law Enforcement  
P.O Box 1489  
Tallahassee, Florida 32302-1489

Dear Ms. Herring:

In compliance with State of Florida *Rule 11D-9*, F.A.C., the City of Cape Coral approves the distribution of \$185,292 (total allocation available) of the Federal Fiscal Year 2017 Edward Byrne Memorial Justice Assistance Grant (JAG) Program funds for the following projects within Lee County:

<u>SUBGRANT</u> <u>(City or County)</u>	<u>Title of Project</u>	<u>Federal funds</u>
Lee County (Law Enforcement)	Enhancement of Lee County Sheriff's Office Pharmaceutical Diversion Unit	\$67,475
City of Cape Coral (Law Enforcement)	Purchase of crime analyst software and related training	\$42,300
City of Fort Myers (Law Enforcement)	Purchase of two license plate readers	\$14,000
Lee County (Courts)	Purchase of seventeen digital radios	\$50,730
Lee County Port Authority (Law Enforcement)	Purchase of evidence storage locker and two radar units for vehicles	\$10,787
	Total:	\$185,292

Sincerely,

Joe Coviello  
Mayor, City of Cape Coral

The Florida Department of Law Enforcement has allocated Lee County \$185,292 in FY 17 Edward Byrne Memorial Justice Assistance Grant Program funding. Eligible applicants met Sept. 13, 2018, to reach consensus on the allocation of those funds. Below are the recommended proposals and allocation amounts:

**Lee County Sheriff's Office**

Amount: \$67,475

Funding will be used to maintain a full-time, grant-funded LCSO detective position in the Pharmaceutical Diversion Unit. This will allow investigators to combat overdose deaths and fight unscrupulous licensed physicians, registered nurses, nursing staff and health care service employees who steal pharmaceuticals and divert them to street level dealers and the public for illegal use.

**Lee County 20<sup>th</sup> Judicial Circuit**

Amount: \$50,730

Funding will be used to purchase 17 digital radios for agency operations.

**Cape Coral Police Department**

Amount: \$42,300

Funding will be used to purchase crime analyst software for agency operations.

**Fort Myers Police Department**

Amount: \$14,000

Funding will be used to purchase two license plate readers for agency operations.

**Lee County Port Authority Police**

Amount: \$10,787

Funding will be used to purchase an evidence storage locker and two radar units for agency operations.

**Item Number: B.(6)**  
**Meeting Date: 10/1/2018**  
**Item Type: CONSENT AGENDA**

**AGENDA REQUEST FORM**  
CITY OF CAPE CORAL



**TITLE:**

Resolution 220-18 Approve Amendment No. 1 to SFWMD Cooperative Funding Program Grant No. 600003494 for North 2 UEP installation of 50,000 LF of 10-inch to 36-inch (non-assessable) irrigation water main. The Amendment extends the term of the Agreement from October 31, 2018 to February 28, 2019 to provide adequate time for invoicing and documentation required by the Agreement. In addition to extending the period of performance, the Amendment updates the Statement of Work, Payment and Deliverable Schedule, Quarterly Status Report and Final Project Summary Report. The funding amount of \$200,000.00 is not affected; Department: Public Works; Dollar Value: \$0; (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? 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:**

The Utilities Extension Program (UEP) respectfully requests you review and sign the attached agreement granting a time extension for the following project:

- South Florida Water Management District (SFWMD) Cooperative Funding Program (Agreement #4600003494) NOGAF 2016-50 North 2 Utility Extension Program (UEP) Irrigation Transmission
- The City of Cape Coral received a SFWMD Cooperative Funding Grant (#4600003494) for the installation of 50,000 Linear Feet (LF) of Irrigation Transmission Main in the North 2 UEP.
- This contract expires October 31, 2018. The City has already installed approximately 50,000 LF, however billing of the installed materials has a time lag of two months. In order to complete the billing and paperwork for the project to be reimbursed by the SFWMD

Grant, the City is requesting a project grant time extension of one hundred twenty (120) days.

- By approving this time extension, the City will preserve the \$200,000 grant funding previously awarded for installing 50,000 linear feet of 10-inch to 36-inch reclaimed water mains associated with the North 2 UEP Project.

## **LEGAL REVIEW:**

## **EXHIBITS:**

Memorandum - North 2 SFWMD Grant Irrigation Time Extension

Exhibit 1 - SFWMD Amend #1 - Agreement 4600003494

Resolution 220-18

## **PREPARED BY:**

Amy Burdier, Sr Administrative  
Specialist

Division- Administration

Department- Utilities

## **SOURCE OF ADDITIONAL INFORMATION:**

Kevin Higginson, UEP Manager

## **ATTACHMENTS:**

<b>Description</b>	<b>Type</b>
▣ Memorandum - North 2 SFWMD Grant Irrigation Time Extension	Backup Material
▣ Exhibit 1 - SFWMD Amend #1 - Agreement 4600003494	Backup Material
▣ Resolution 220-18	Backup Material

**MEMORANDUM**

CITY OF CAPE CORAL  
UTILITIES EXTENSION OFFICE

TO: John Szerlag, City Manager

FROM: Jeff Pearson, Utilities Director   
Kevin Higginson, Utilities Extension Manager   
Audrie Goodwin, Senior Engineer 

DATE: September 17, 2018

SUBJECT: North 2 UEP – SFWMD Grant – Irrigation Transmission – Time Extension

---

Staff respectfully requests that you review and execute the attached agreement granting a time extension for the following project:

South Florida Water Management District (SFWMD) Cooperative Funding  
Program (Agreement #4600003494) NOGAF 2016-50 North 2 Utility  
Extension Program (UEP) Irrigation Transmission

On February 20, 2018, the City of Cape Coral received a SFWMD Cooperative Funding Grant (#4600003494) for the installation of 50,000 Linear Feet (LF) of Irrigation Transmission Main in the North 2 UEP (effective 11/1/16). This contract expires October 31, 2018. Although the City has installed the 50,000 LF of pipe required by the agreement, billing of the installed materials lags by two months and may not be completed before the expiration date. Accordingly, the City has requested a no-cost one hundred twenty (120) day time extension to provide adequate time for invoicing and documentation required under the terms of the Agreement.

If you have any questions concerning this request please contact Audrie Goodwin, Senior Engineer, Public Works, UEP at 239-242-3656 or [agoodwin@capecoral.net](mailto:agoodwin@capecoral.net).

AG:se (North 2 UEP – SFWMD Grant – Irrigation Transmission – Time Extension)  
Attachment



**SOUTH FLORIDA WATER MANAGEMENT DISTRICT  
AMENDMENT**

**4600003494-A1**

**AMENDMENT NO. 1**

**TO AGREEMENT NO. 4600003494**

**BETWEEN THE**

**SOUTH FLORIDA WATER MANAGEMENT DISTRICT**

**AND**

**CITY OF CAPE CORAL**

This **AMENDMENT NO. 1**, is entered into on \_\_\_\_\_ to that Agreement dated October 1, 2016, between "the Parties," the South Florida Water Management District (DISTRICT), and City of Cape Coral (Recipient).

**Background**

1. The Governing Board of the District, at its September 8, 2016 meeting, approved entering into this Agreement with the Parties.
2. The term of the Agreement is twenty-five (25) months.
4. The Parties wish to amend the Agreement to extend the period of performance, revise the Statement of Work, Payment and Deliverable Schedule, Quarterly Status Report, and Final Project Summary Report of the Agreement.

**Terms and Conditions**

5. The term of the Agreement is hereby extended by four (4) months and the expiration date, as amended, is February 28, 2019. This **AMENDMENT NO. 1** shall be effective upon the date of execution by the Parties.
6. This **AMENDMENT NO. 1** shall be at no additional cost to the **DISTRICT**.
7. The Statement of Work, attached as Exhibit "A" to the Agreement, is hereby amended by revising the Scope of Work and Work Breakdown Structure as set forth in Exhibit "A1", attached hereto and made a part of this **AMENDMENT NO. 1**.



## SOUTH FLORIDA WATER MANAGEMENT DISTRICT AMENDMENT

9. The Payment and Deliverable Schedule is also hereby revised in accordance with Exhibit "B1", attached hereto and made a part of this **AMENDMENT NO. 1**.
10. Exhibit "C" (Quarterly Status Report) is also hereby revised in accordance with Exhibit "C1", attached hereto and made a part of this **AMENDMENT NO. 1**.
11. Exhibit "D" (Final Project Summary Report) is also hereby revised in accordance with Exhibit "D1", attached hereto and made a part of this **AMENDMENT NO. 1**.
12. All other terms and conditions of the Agreement remain unchanged.

IN WITNESS WHEREOF, the Parties or their duly authorized representatives hereby execute this **AMENDMENT NO. 1** on the date first written above.

### SOUTH FLORIDA WATER MANAGEMENT DISTRICT

By:

\_\_\_\_\_  
**Dorothy A. Bradshaw, Director**  
Administrative Services Division

SFWMD PROCUREMENT APPROVED

BY: *[Signature]*

DATE: 9/10/18

### CITY OF CAPE CORAL

By: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT "A1"**  
**STATEMENT OF WORK**

North 2 Utility Extension Program – Irrigation Transmission  
City of Cape Coral

**A. INTRODUCTION/BACKGROUND**

The City of Cape Coral (City or Recipient) owns and operates an irrigation water supply and distribution system that supplies non-potable water to properties within City properties. There are two Water Reclamation Facilities (WRFs) that supply reclaimed water for the irrigation system. Additionally, there are five freshwater canal pump stations and five ground water storage tanks that provide a primary source of water for the irrigation system.

There are 43,521 current equivalent residential units (ERUs) as of May 2014, with an annual average day demand (ADD) of 28.6 million gallons per day (mgd) and a maximum day demand (MDD) of 42.8 mgd. The North 2 Utilities Extension Project (UEP) is planned to serve 9,055 ERUs at build-out, or an additional ADD of 5.7 mgd and 9.0 mgd MDD. The North 2 UEP calls for the installation of approximately 500,000 linear feet of 4-inch to 36-inch reclaimed water pipeline.

**B. OBJECTIVES**

The objective of the North 2 Project is to install reclaimed water pipeline to provide irrigation service to an area of the City that is growing. Current irrigation is from shallow freshwater aquifers, which is straining the existing supply, with the potential of increasing the salt water intrusion. Potable water for irrigation is not possible due to conditions in the City's water use permit.

**C. SCOPE OF WORK**

The scope of work is for the installation of approximately 50,000 linear feet of 10-inch to 36-inch diameter reclaimed water transmission pipeline, including corresponding valves.

**D. WORK BREAKDOWN STRUCTURE**

The work breakdown structure associated with this project is described below.

**Task 1: Recipient** shall submit to the project manager an electronic submittal of final project bid amount and/or vendor estimates for tasks to be completed by January 31, 2019.

**Due Date:** Upon Contract Execution

**Task 2: Exhibit "C" – Quarterly Status Report: Recipient** shall submit to the project manager a status report summarizing progress made to date, issues of concern potentially affecting project performance, and any other information pertinent to the project.

**Due Date:** December 31, 2016

Task 3: Exhibit "C" – Quarterly Status Report: **Recipient** shall submit to the project manager a status report summarizing progress made to date, issues of concern potentially affecting project performance, and any other information pertinent to the project.

**Due Date:** March 31, 2017

Task 4: Exhibit "C" – Quarterly Status Report: **Recipient** shall submit to the project manager a status report summarizing progress made to date, issues of concern potentially affecting project performance, and any other information pertinent to the project.

**Due Date:** June 30, 2017

Task 5: Exhibit "C" – Quarterly Status Report: **Recipient** shall submit to the project manager a status report summarizing progress made to date, issues of concern potentially affecting project performance, and any other information pertinent to the project.

**Due Date:** September 30, 2017

Task 6: Exhibit "C" – Quarterly Status Report: **Recipient** shall submit to the project manager a status report summarizing progress made to date, issues of concern potentially affecting project performance, and any other information pertinent to the project.

**Due Date:** December 31, 2017

Task 7: Exhibit "C" – Quarterly Status Report: **Recipient** shall submit to the project manager a status report summarizing progress made to date, issues of concern potentially affecting project performance, and any other information pertinent to the project.

**Due Date:** March 31, 2018

Task 8: Exhibit "C" – Quarterly Status Report: **Recipient** shall submit to the project manager a status report summarizing progress made to date, issues of concern potentially affecting project performance, and any other information pertinent to the project.

**Due Date:** June 30, 2018

Task 9: Exhibit "C1" – Monthly Status Report: **Recipient** shall submit to the project manager a status report summarizing progress made to date, issues of concern potentially affecting project performance, and any other information pertinent to the project.

**Due Date:** September 30, 2018

Task 10: Exhibit "C1" – Monthly Status Report: **Recipient** shall submit to the project manager a status report summarizing progress made to date, issues of concern potentially affecting project performance, and any other information pertinent to the project.

**Due Date:** October 31, 2018

Task 11: Exhibit "C1" – Monthly Status Report: **Recipient** shall submit to the project manager a status report summarizing progress made to date, issues of concern potentially affecting project performance, and any other information pertinent to the project.

**Due Date:** November 30, 2018

Task 12: Exhibit "C1" – Monthly Status Report: **Recipient** shall submit to the project manager a status report summarizing progress made to date, issues of concern potentially affecting project performance, and any other information pertinent to the project.

**Due Date:** December 31, 2018

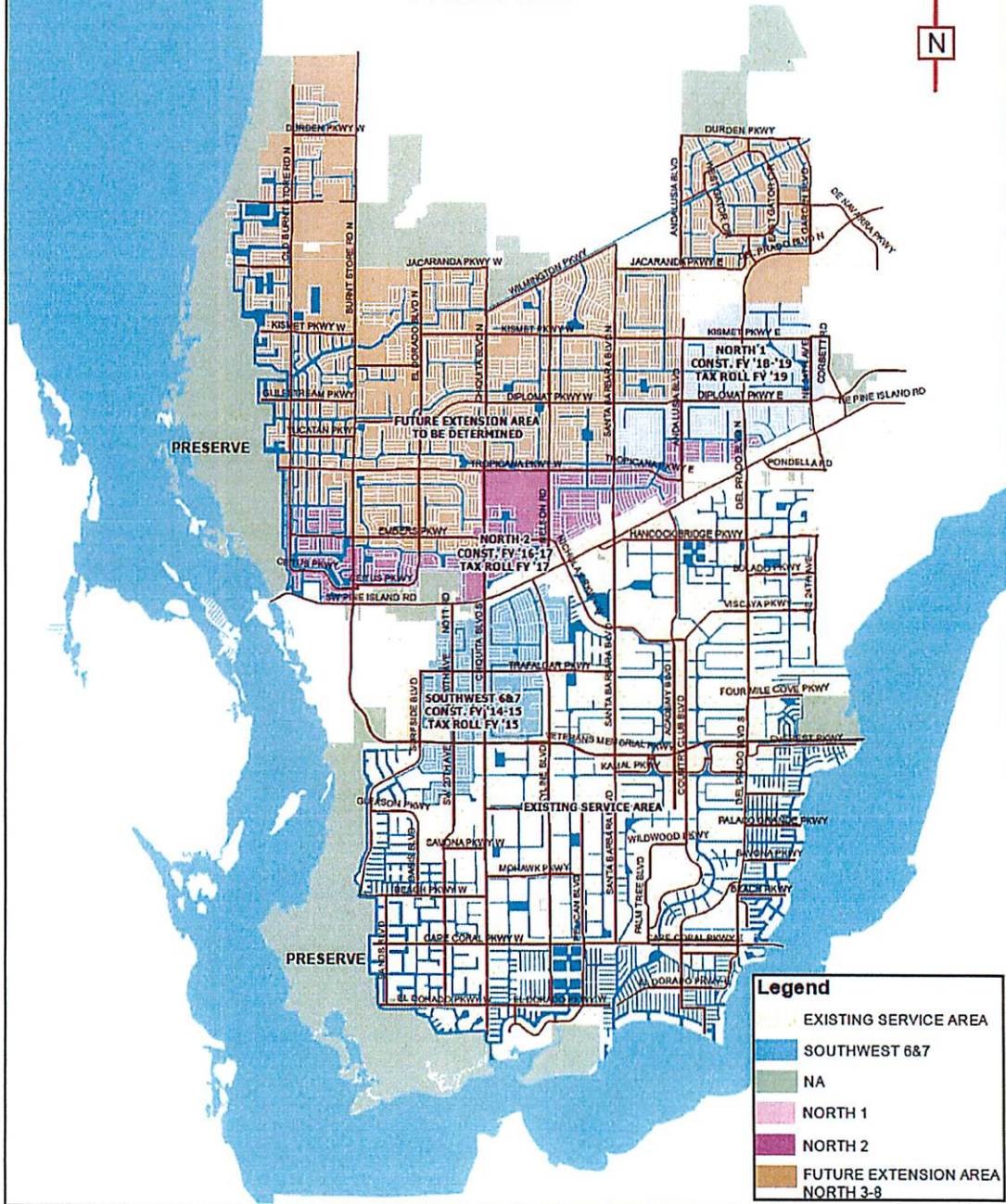
**Task 13:** **Recipient** shall install approximately 50,000 linear feet of 10-inch to 36-inch diameter reclaimed water transmission pipeline, including corresponding valves / Reimbursement Request Package

**Due Date:** Upon Task Completion

**Task 14: Final Reimbursement Request and Project Summary Report (Exhibit "D1"):** **Recipient** shall submit to the project manager the final reimbursement request package and Project Summary Report (Exhibit "D1").

**Due Date:** January 31, 2019

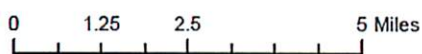
# **CITY OF CAPE CORAL** **PROPOSED UTILITIES EXTENSION- REVISED** **FY 2015-2019**



**Legend**

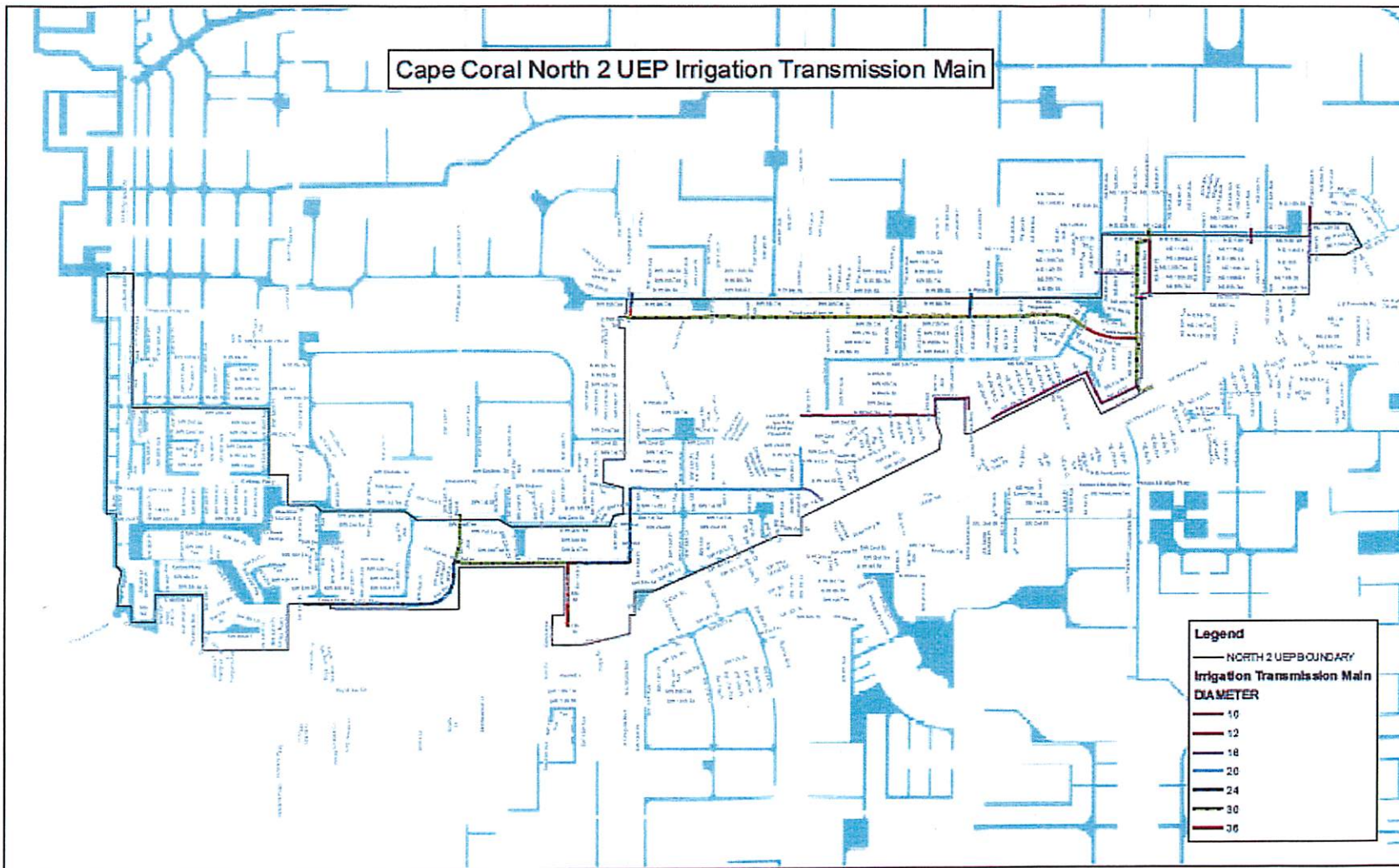
- EXISTING SERVICE AREA
- SOUTHWEST 6&7
- NA
- NORTH 1
- NORTH 2
- FUTURE EXTENSION AREA NORTH 3-8

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



Created 06/18/15 hg

# Cape Coral North 2 UEP Irrigation Transmission Main



**EXHIBIT "B1"**  
**SUMMARY SCHEDULE OF TASKS AND DELIVERABLES**

North 2 Utility Extension Program – Irrigation Transmission  
City of Cape Coral

- The schedule set forth below is October 1, 2016 to January 31, 2019.
- All deliverables submitted hereunder are subject to review and acceptance by the **District** Project Manager. Acceptability of all work will be based on the judgment of the **District** that the work is technically complete and accurate.
- Payment shall be made following receipt and acceptance by the **District** of the Reimbursement Request Package(s) in accordance with the schedule set forth below. The **Recipient** shall submit a reimbursement request upon completion of each Task noted below. If applicable, the **Recipient** shall submit a final reimbursement request for payment and Exhibit "D1" on or before January 31, 2019 for reimbursement. All reimbursement requests shall be accompanied by adequate documentation to demonstrate completion of each Task in accordance with Exhibit "A1" the Statement of Work (SOW).
- Reimbursement Request Packages shall include, but not be limited to, a copy of the **Recipient's** invoice, signed certification letter for partial payment that the Task(s) is (are) complete per the SOW or that the project is complete per the SOW, copies of vendor invoices, and any other documentation supporting payment. Reimbursement Request Packages shall adequately demonstrate completion of each Task in accordance with Exhibit "A1" the SOW.
- The **District** shall only be obligated to pay for documented actual construction<sup>4</sup> costs within the not-to-exceed amounts specified below. In the event actual construction costs by the **Recipient** are less than the not-to-exceed amount for a particular Task, the **Recipient** shall have the right to apply the unexpended balance toward another Task, unless the total current fiscal year construction cost has decreased. The **Recipient** shall provide prior written notice of its decision to exercise this right to the **District** Project Manager. If the **Recipient** does not exercise this right, the **Recipient** agrees to amend the contract to revise the approved funding consistent with the original percentage to the lower construction cost. In *no event* shall the **District's** total obligation exceed the amount specified below for the total **Agreement**; however, an actual construction cost less than the estimated construction cost *may* result in a reduced final payment. The **Recipient** is responsible for any additional funds either through local revenues, grants, other appropriations, and/or other funding sources.
- Total payment by the **District** for all work completed herein *shall not exceed* the amount of \$200,000.00. If the total consideration for this **Agreement** is subject to multi-year funding allocations, funding for each applicable fiscal year will be subject to Governing Board budgetary appropriation. In the event the **District** does not approve funding for any subsequent fiscal year, this **Agreement** shall terminate upon expenditure of the current funding, notwithstanding other provisions in this **Agreement** to the contrary.

Task No.	Deliverable(s)	Invoice Date <sup>1</sup>	Report Due Date	District Not-To-Exceed Payment
1	Electronic submittal of final project bid amount and/or vendor estimates for tasks to be completed by January 31, 2019	N/A	Upon Contract Execution <sup>2</sup>	N/A
2	Exhibit "C" – Quarterly Status Report <sup>3</sup>	N/A	December 31, 2016	N/A
3	Exhibit "C" – Quarterly Status Report <sup>3</sup>	N/A	March 31, 2017	N/A
4	Exhibit "C" – Quarterly Status Report <sup>3</sup>	N/A	June 30, 2017	N/A
5	Exhibit "C" – Quarterly Status Report <sup>3</sup>	N/A	September 30, 2017	N/A
6	Exhibit "C" – Quarterly Status Report <sup>3</sup>	N/A	December 31, 2017	N/A
7	Exhibit "C" – Quarterly Status Report <sup>3</sup>	N/A	March 31, 2018	N/A
8	Exhibit "C" – Quarterly Status Report <sup>3</sup>	N/A	June 30, 2018	N/A
9	Exhibit "C1" – Monthly Status Report <sup>3</sup>	N/A	September 30, 2018	N/A
10	Exhibit "C1" – Monthly Status Report <sup>3</sup>	N/A	October 31, 2018	N/A
11	Exhibit "C1" – Monthly Status Report <sup>3</sup>	N/A	November 30, 2018	N/A
12	Exhibit "C1" – Monthly Status Report <sup>3</sup>	N/A	December 31, 2018	N/A
13	Install approximately 50,000 linear feet of 10-inch to 36-inch diameter reclaimed water transmission pipeline, including corresponding valves / Reimbursement Request Package	Upon Task Completion	N/A	\$200,000
14	a) Final Reimbursement Request Package (if applicable) b) Project Summary Report (Exhibit "D1")	January 31, 2019	January 31, 2019	N/A
<b>Total District Funding</b>				<b>\$200,000</b>
Current Fiscal Year Construction Cost				\$9,850,294
Total Project Construction Cost				\$17,150,000

<sup>1</sup> If applicable, interim Reimbursement Request Packages shall be submitted upon completion of the task(s) noted above. Reimbursement Request Packages must be submitted on or before January 31, 2019 for reimbursement.

<sup>2</sup> If construction bids and vendor estimates have not been completed upon execution of the **Agreement**, the **Recipient** shall submit this information as soon as it is available to the **District** Project Manager.

<sup>3</sup> Exhibit "C1" Monthly Status Reports are due within ten (10) days of the due date.

<sup>4</sup> Ineligible costs include, but not limited to, permits, as-builts, videos, early completion bonus, bonds and insurance, etc.

Note: If the project includes well drilling and testing, deliverables must include copies of all hydrogeologic data collected in the course of drilling and testing, in the **District** specified format. An electronic copy of the **District** specified format is available via email. Contact the appropriate **District** Project Manager to request one.

**Exhibit "C1"**  
**Cooperative Funding Program**  
**Alternative Water Supply**  
**Monthly Status Report**

To comply with the AWS Status Report requirements specified in your contract, this form shall be completed and submitted via e-mail to your South Florida Water Management District project manager. Please attach backup documentation (e.g., pictures, drawings, etc.) that will provide an understanding of project construction to date.

Status Report - Monthly      ☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☐ 7 ☐ 8 ☐ 9 ☐ 10 ☐ 11 ☐ 12

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

Name of Person Completing  
Form \_\_\_\_\_

Contract Number:    4600003494

PO Number:            9500007137

CFP Number:          AWS-2018

Proposal Number:    LWC-2007

Entity Name:           City of Cape Coral

Project Title:           Water North 2 Utility Extension Program – Irrigation Transmission

1. Provide a brief description of project status.

2. What is the overall status of your project (check one)?

☐ On Schedule

☐ Behind Schedule? Explain why. Do you expect the project to be completed on time?

3. Actual Project Construction Cost Information

	Date	Amount
<b>Bid Document</b>		
<b>Final Contract (with Vendor)</b>		
<b>Total Expended to Date</b>		
<b>Change Order(s)</b>		

**Exhibit "C1"**  
**Cooperative Funding Program**  
**Alternative Water Supply**  
**Quarterly Status Report**

4. Construction Deliverables Status – provide the following information for each deliverable listed in Exhibit "B1" of the contract:

Task No.	Exhibit "B1" Deliverables	Is the Task Complete? Y/N	Estimated Finish Date*	Task Status and Comments
1	Electronic submittal of final project bid amount and/or vendor estimates for tasks to be completed by 1/31/19		Upon contract execution	
2	Exhibit "C" – Quarterly Status Report		12/31/16	
3	Exhibit "C" – Quarterly Status Report		3/31/17	
4	Exhibit "C" – Quarterly Status Report		6/30/17	
5	Exhibit "C" – Quarterly Status Report		9/30/17	
6	Exhibit "C" – Quarterly Status Report		12/31/17	
7	Exhibit "C" – Quarterly Status Report		3/31/18	
8	Exhibit "C" – Quarterly Status Report		6/30/18	
9	Exhibit "C1" – Monthly Status Report		9/30/18	
10	Exhibit "C1" – Monthly Status Report		10/31/18	
11	Exhibit "C1" – Monthly Status Report		11/30/18	
12	Exhibit "C1" – Monthly Status Report		12/31/18	
13	Install approximately 50,000 linear feet of 10-inch to 36-inch diameter reclaimed water transmission pipeline, including corresponding valves. / Reimbursement Request Package		Upon Task Completion	
14	a) Final Reimbursement Request Package (if applicable) b) Project Summary Report (Exhibit "D1")		1/31/19	

\* Note that all tasks have to be completed and invoiced by January 31, 2019



**Exhibit "D1"**  
**Cooperative Funding Program**  
**Alternative Water Supply**  
**Final Project Summary Report**

Water North 2 Utility Extension Program –  
Irrigation Transmission  
**Project Title**

Audrie Goodwin  
**Entity Project Manager**

4600003494 / 9500007137  
**SFWMD Contract/Purchase Order Number**

City of Cape Coral  
**Entity Project Owner**

**Describe Project constructed:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Type of Alternative Water Supply	Quantity of Water Made Available (MGD) Upon Completion of This Phase		Construction Duration	
	Proposed	Actual	Start	Finish

Cost for this Phase (Phase refers to the current work)		
	Proposed	Actual
Total Construction Cost – this phase	\$9,850,294.00	\$
Funding Breakdown for this Phase		
District funding this phase	\$200,000.00	\$
Local funds	\$9,650,294.00	\$
Other funding source		
From:	\$	\$
<b>TOTAL</b>	<b>\$9,850,294.00</b>	

Attach map(s) and photo(s) of project. The District will make payments only to reimburse for work completed between October 1, 2016 and January 31, 2019.

**To the best of my knowledge, the above information is correct.**

\_\_\_\_\_  
**Chief Financial Officer**

\_\_\_\_\_  
**Project Manager**

RESOLUTION 220 - 18

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CAPE CORAL APPROVING AMENDMENT NO. 1 TO AGREEMENT NO. 4600003494 BETWEEN THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT AND CITY OF CAPE CORAL IN ORDER TO EXTEND THE TERM OF THE AGREEMENT AND AMEND THE EXPIRATION DATE; AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT AMENDMENT; PROVIDING AN EFFECTIVE DATE.

WHEREAS, on January 9, 2017, the City Council adopted Resolution 8-17, approving South Florida Water Management District Cooperative Funding Program Agreement #4600003494 between the City of Cape Coral and the South Florida Water Management District (SFWMD) for funds for the "Water North 2 Utility Extension Program Irrigation Transmission Mains"; and

WHEREAS, the Agreement expires October 31, 2018; and

WHEREAS, the City has installed the 50,000 linear feet of pipe required by the Agreement; and

WHEREAS, because the billing of the installed materials lags by two months and may not be completed before the Agreement expiration, the City has requested a no-cost 120-day time extension to provide adequate time to complete the invoicing and documentation required under the terms of the Agreement; and

WHEREAS, Amendment No. 1 to Agreement No. 4600003494 extends the term of the Agreement by four (4) months and extends the expiration date to February 28, 2019; and

WHEREAS, the City Council desires to approve Amendment No. 1 to Agreement No. 4600003494 between the South Florida Water Management District and the City of Cape Coral, attached hereto as Exhibit 1.

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

Section 1. The City Council hereby approves Amendment No. 1 to Agreement No. 4600003494 between the South Florida Water Management District and the City of Cape Coral, and authorizes the Mayor to execute the Amendment, attached hereto as Exhibit 1.

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

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

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

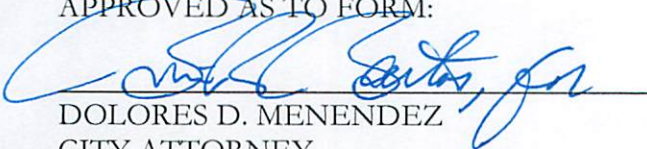
VOTE OF MAYOR AND COUNCILMEMBERS:

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:

  
DOLORES D. MENENDEZ  
CITY ATTORNEY

res\Amendment to SFWMD Cooperative Funding Program Agreement-  
Irrigation Transmission



**SOUTH FLORIDA WATER MANAGEMENT DISTRICT  
AMENDMENT**

**4600003494-A1**

**AMENDMENT NO. 1**

**TO AGREEMENT NO. 4600003494**

**BETWEEN THE**

**SOUTH FLORIDA WATER MANAGEMENT DISTRICT**

**AND**

**CITY OF CAPE CORAL**

This **AMENDMENT NO. 1**, is entered into on \_\_\_\_\_ to that Agreement dated October 1, 2016, between "the Parties," the South Florida Water Management District (DISTRICT), and City of Cape Coral (Recipient).

**Background**

1. The Governing Board of the District, at its September 8, 2016 meeting, approved entering into this Agreement with the Parties.
2. The term of the Agreement is twenty-five (25) months.
4. The Parties wish to amend the Agreement to extend the period of performance, revise the Statement of Work, Payment and Deliverable Schedule, Quarterly Status Report, and Final Project Summary Report of the Agreement.

**Terms and Conditions**

5. The term of the Agreement is hereby extended by four (4) months and the expiration date, as amended, is February 28, 2019. This **AMENDMENT NO. 1** shall be effective upon the date of execution by the Parties.
6. This **AMENDMENT NO. 1** shall be at no additional cost to the **DISTRICT**.
7. The Statement of Work, attached as Exhibit "A" to the Agreement, is hereby amended by revising the Scope of Work and Work Breakdown Structure as set forth in Exhibit "A1", attached hereto and made a part of this **AMENDMENT NO. 1**.



## SOUTH FLORIDA WATER MANAGEMENT DISTRICT AMENDMENT

9. The Payment and Deliverable Schedule is also hereby revised in accordance with Exhibit "B1", attached hereto and made a part of this **AMENDMENT NO. 1**.
10. Exhibit "C" (Quarterly Status Report) is also hereby revised in accordance with Exhibit "C1", attached hereto and made a part of this **AMENDMENT NO. 1**.
11. Exhibit "D" (Final Project Summary Report) is also hereby revised in accordance with Exhibit "D1", attached hereto and made a part of this **AMENDMENT NO. 1**.
12. All other terms and conditions of the Agreement remain unchanged.

IN WITNESS WHEREOF, the Parties or their duly authorized representatives hereby execute this **AMENDMENT NO. 1** on the date first written above.

### SOUTH FLORIDA WATER MANAGEMENT DISTRICT

By:

\_\_\_\_\_  
**Dorothy A. Bradshaw, Director**  
Administrative Services Division

#### SFWMD PROCUREMENT APPROVED

BY: *[Signature]*

DATE: 9/10/18

### CITY OF CAPE CORAL

By: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT "A1"**  
**STATEMENT OF WORK**

North 2 Utility Extension Program – Irrigation Transmission  
City of Cape Coral

**A. INTRODUCTION/BACKGROUND**

The City of Cape Coral (City or Recipient) owns and operates an irrigation water supply and distribution system that supplies non-potable water to properties within City properties. There are two Water Reclamation Facilities (WRFs) that supply reclaimed water for the irrigation system. Additionally, there are five freshwater canal pump stations and five ground water storage tanks that provide a primary source of water for the irrigation system.

There are 43,521 current equivalent residential units (ERUs) as of May 2014, with an annual average day demand (ADD) of 28.6 million gallons per day (mgd) and a maximum day demand (MDD) of 42.8 mgd. The North 2 Utilities Extension Project (UEP) is planned to serve 9,055 ERUs at build-out, or an additional ADD of 5.7 mgd and 9.0 mgd MDD. The North 2 UEP calls for the installation of approximately 500,000 linear feet of 4-inch to 36-inch reclaimed water pipeline.

**B. OBJECTIVES**

The objective of the North 2 Project is to install reclaimed water pipeline to provide irrigation service to an area of the City that is growing. Current irrigation is from shallow freshwater aquifers, which is straining the existing supply, with the potential of increasing the salt water intrusion. Potable water for irrigation is not possible due to conditions in the City's water use permit.

**C. SCOPE OF WORK**

The scope of work is for the installation of approximately 50,000 linear feet of 10-inch to 36-inch diameter reclaimed water transmission pipeline, including corresponding valves.

**D. WORK BREAKDOWN STRUCTURE**

The work breakdown structure associated with this project is described below.

**Task 1: Recipient** shall submit to the project manager an electronic submittal of final project bid amount and/or vendor estimates for tasks to be completed by January 31, 2019.

**Due Date:** Upon Contract Execution

**Task 2: Exhibit "C" – Quarterly Status Report:** **Recipient** shall submit to the project manager a status report summarizing progress made to date, issues of concern potentially affecting project performance, and any other information pertinent to the project.

**Due Date:** December 31, 2016

Task 3: Exhibit "C" – Quarterly Status Report: **Recipient** shall submit to the project manager a status report summarizing progress made to date, issues of concern potentially affecting project performance, and any other information pertinent to the project.

**Due Date:** March 31, 2017

Task 4: Exhibit "C" – Quarterly Status Report: **Recipient** shall submit to the project manager a status report summarizing progress made to date, issues of concern potentially affecting project performance, and any other information pertinent to the project.

**Due Date:** June 30, 2017

Task 5: Exhibit "C" – Quarterly Status Report: **Recipient** shall submit to the project manager a status report summarizing progress made to date, issues of concern potentially affecting project performance, and any other information pertinent to the project.

**Due Date:** September 30, 2017

Task 6: Exhibit "C" – Quarterly Status Report: **Recipient** shall submit to the project manager a status report summarizing progress made to date, issues of concern potentially affecting project performance, and any other information pertinent to the project.

**Due Date:** December 31, 2017

Task 7: Exhibit "C" – Quarterly Status Report: **Recipient** shall submit to the project manager a status report summarizing progress made to date, issues of concern potentially affecting project performance, and any other information pertinent to the project.

**Due Date:** March 31, 2018

Task 8: Exhibit "C" – Quarterly Status Report: **Recipient** shall submit to the project manager a status report summarizing progress made to date, issues of concern potentially affecting project performance, and any other information pertinent to the project.

**Due Date:** June 30, 2018

Task 9: Exhibit "C1" – Monthly Status Report: **Recipient** shall submit to the project manager a status report summarizing progress made to date, issues of concern potentially affecting project performance, and any other information pertinent to the project.

**Due Date:** September 30, 2018

Task 10: Exhibit "C1" – Monthly Status Report: **Recipient** shall submit to the project manager a status report summarizing progress made to date, issues of concern potentially affecting project performance, and any other information pertinent to the project.

**Due Date:** October 31, 2018

Task 11: Exhibit "C1" – Monthly Status Report: **Recipient** shall submit to the project manager a status report summarizing progress made to date, issues of concern potentially affecting project performance, and any other information pertinent to the project.

**Due Date:** November 30, 2018

Task 12: Exhibit "C1" – Monthly Status Report: **Recipient** shall submit to the project manager a status report summarizing progress made to date, issues of concern potentially affecting project performance, and any other information pertinent to the project.

**Due Date:** December 31, 2018

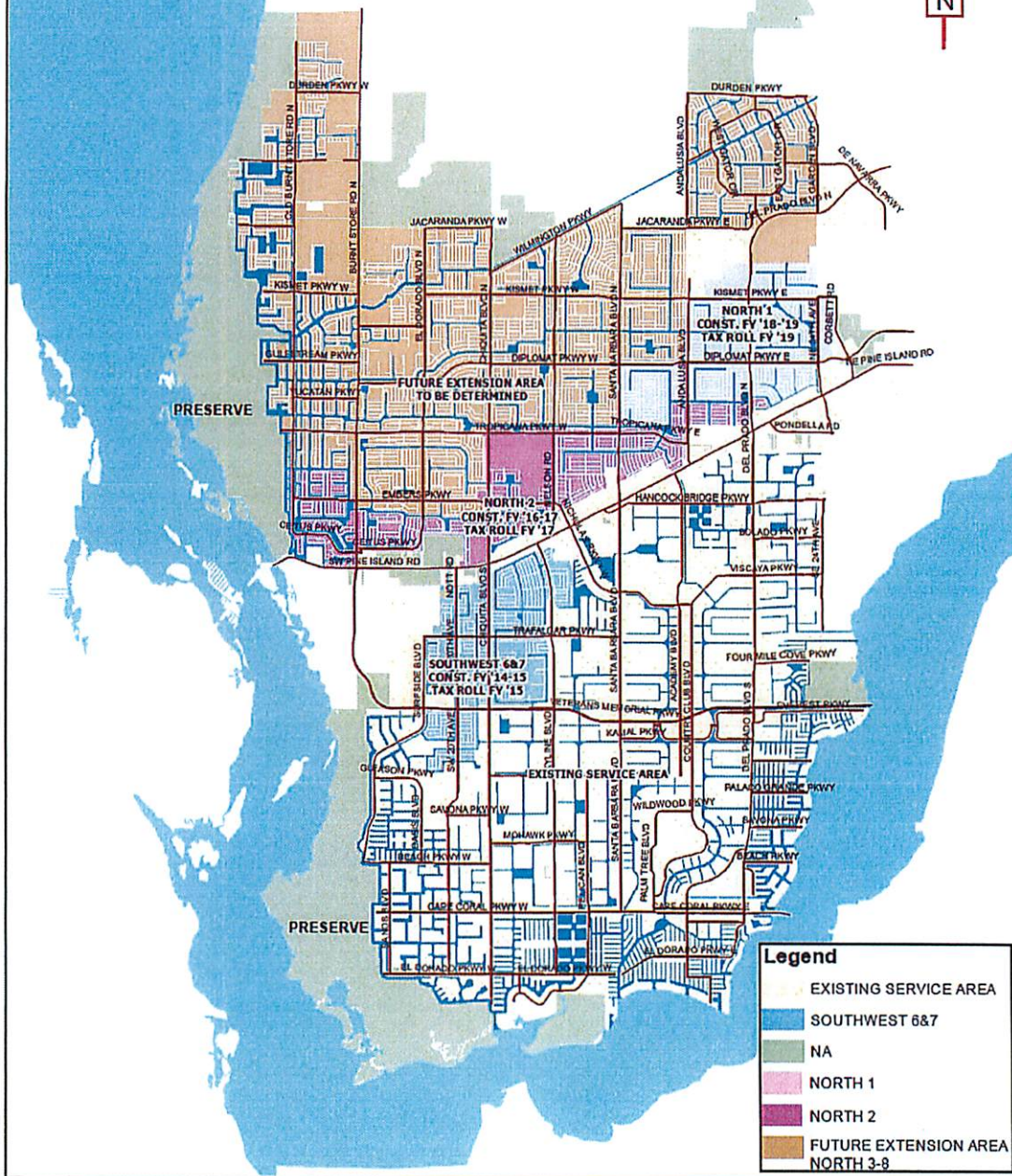
**Task 13:** **Recipient** shall install approximately 50,000 linear feet of 10-inch to 36-inch diameter reclaimed water transmission pipeline, including corresponding valves / Reimbursement Request Package

**Due Date:** Upon Task Completion

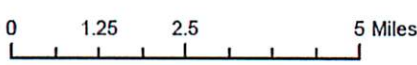
**Task 14: Final Reimbursement Request and Project Summary Report (Exhibit "D1"):** **Recipient** shall submit to the project manager the final reimbursement request package and Project Summary Report (Exhibit "D1").

**Due Date:** January 31, 2019

# **CITY OF CAPE CORAL** **PROPOSED UTILITIES EXTENSION- REVISED** **FY 2015-2019**



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



Created 06/18/15 hg

**Cape Coral North 2 UEP Irrigation Transmission Main**

**Legend**

— NORTH 2 UEP BOUNDARY

**Irrigation Transmission Main DIAMETER**

- 10
- 12
- 18
- 20
- 24
- 30
- 36

**Cape Coral North 2 UEP Irrigation Transmission Main**

**Legend**

— NORTH 2 UEP BOUNDARY

**Irrigation Transmission Main DIAMETER**

- 10
- 12
- 18
- 20
- 24
- 30
- 36

**EXHIBIT "B1"**  
**SUMMARY SCHEDULE OF TASKS AND DELIVERABLES**

North 2 Utility Extension Program – Irrigation Transmission  
City of Cape Coral

- The schedule set forth below is October 1, 2016 to January 31, 2019.
- All deliverables submitted hereunder are subject to review and acceptance by the **District** Project Manager. Acceptability of all work will be based on the judgment of the **District** that the work is technically complete and accurate.
- Payment shall be made following receipt and acceptance by the **District** of the Reimbursement Request Package(s) in accordance with the schedule set forth below. The **Recipient** shall submit a reimbursement request upon completion of each Task noted below. If applicable, the **Recipient** shall submit a final reimbursement request for payment and Exhibit "D1" on or before January 31, 2019 for reimbursement. All reimbursement requests shall be accompanied by adequate documentation to demonstrate completion of each Task in accordance with Exhibit "A1" the Statement of Work (SOW).
- Reimbursement Request Packages shall include, but not be limited to, a copy of the **Recipient's** invoice, signed certification letter for partial payment that the Task(s) is (are) complete per the SOW or that the project is complete per the SOW, copies of vendor invoices, and any other documentation supporting payment. Reimbursement Request Packages shall adequately demonstrate completion of each Task in accordance with Exhibit "A1" the SOW.
- The **District** shall only be obligated to pay for documented actual construction<sup>4</sup> costs within the not-to-exceed amounts specified below. In the event actual construction costs by the **Recipient** are less than the not-to-exceed amount for a particular Task, the **Recipient** shall have the right to apply the unexpended balance toward another Task, unless the total current fiscal year construction cost has decreased. The **Recipient** shall provide prior written notice of its decision to exercise this right to the **District** Project Manager. If the **Recipient** does not exercise this right, the **Recipient** agrees to amend the contract to revise the approved funding consistent with the original percentage to the lower construction cost. In **no event** shall the **District's** total obligation exceed the amount specified below for the total **Agreement**; however, an actual construction cost less than the estimated construction cost *may* result in a reduced final payment. The **Recipient** is responsible for any additional funds either through local revenues, grants, other appropriations, and/or other funding sources.
- Total payment by the **District** for all work completed herein *shall not exceed* the amount of **\$200,000.00**. If the total consideration for this **Agreement** is subject to multi-year funding allocations, funding for each applicable fiscal year will be subject to Governing Board budgetary appropriation. In the event the **District** does not approve funding for any subsequent fiscal year, this **Agreement** shall terminate upon expenditure of the current funding, notwithstanding other provisions in this **Agreement** to the contrary.

Task No.	Deliverable(s)	Invoice Date <sup>1</sup>	Report Due Date	District Not-To-Exceed Payment
1	Electronic submittal of final project bid amount and/or vendor estimates for tasks to be completed by January 31, 2019	N/A	Upon Contract Execution <sup>2</sup>	N/A
2	Exhibit "C" – Quarterly Status Report <sup>3</sup>	N/A	December 31, 2016	N/A
3	Exhibit "C" – Quarterly Status Report <sup>3</sup>	N/A	March 31, 2017	N/A
4	Exhibit "C" – Quarterly Status Report <sup>3</sup>	N/A	June 30, 2017	N/A
5	Exhibit "C" – Quarterly Status Report <sup>3</sup>	N/A	September 30, 2017	N/A
6	Exhibit "C" – Quarterly Status Report <sup>3</sup>	N/A	December 31, 2017	N/A
7	Exhibit "C" – Quarterly Status Report <sup>3</sup>	N/A	March 31, 2018	N/A
8	Exhibit "C" – Quarterly Status Report <sup>3</sup>	N/A	June 30, 2018	N/A
9	Exhibit "C1" – Monthly Status Report <sup>3</sup>	N/A	September 30, 2018	N/A
10	Exhibit "C1" – Monthly Status Report <sup>3</sup>	N/A	October 31, 2018	N/A
11	Exhibit "C1" – Monthly Status Report <sup>3</sup>	N/A	November 30, 2018	N/A
12	Exhibit "C1" – Monthly Status Report <sup>3</sup>	N/A	December 31, 2018	N/A
13	Install approximately 50,000 linear feet of 10-inch to 36-inch diameter reclaimed water transmission pipeline, including corresponding valves / Reimbursement Request Package	Upon Task Completion	N/A	\$200,000
14	a) Final Reimbursement Request Package (if applicable) b) Project Summary Report (Exhibit "D1")	January 31, 2019	January 31, 2019	N/A
<b>Total District Funding</b>				<b>\$200,000</b>
Current Fiscal Year Construction Cost				\$9,850,294
Total Project Construction Cost				\$17,150,000

<sup>1</sup> If applicable, interim Reimbursement Request Packages shall be submitted upon completion of the task(s) noted above. Reimbursement Request Packages must be submitted on or before January 31, 2019 for reimbursement.

<sup>2</sup> If construction bids and vendor estimates have not been completed upon execution of the **Agreement**, the **Recipient** shall submit this information as soon as it is available to the **District Project Manager**.

<sup>3</sup> Exhibit "C1" Monthly Status Reports are due within ten (10) days of the due date.

<sup>4</sup> Ineligible costs include, but not limited to, permits, as-builts, videos, early completion bonus, bonds and insurance, etc.

Note: If the project includes well drilling and testing, deliverables must include copies of all hydrogeologic data collected in the course of drilling and testing, in the **District** specified format. An electronic copy of the **District** specified format is available via email. Contact the appropriate **District** Project Manager to request one.

# Exhibit "C1"

## Cooperative Funding Program

### Alternative Water Supply

### Monthly Status Report

To comply with the AWS Status Report requirements specified in your contract, this form shall be completed and submitted via e-mail to your South Florida Water Management District project manager. Please attach backup documentation (e.g., pictures, drawings, etc.) that will provide an understanding of project construction to date.

Status Report - Monthly      ☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☐ 7 ☐ 8 ☐ 9 ☐ 10 ☐ 11 ☐ 12

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

Name of Person Completing  
Form \_\_\_\_\_

Contract Number:      4600003494

PO Number:      9500007137

CFP Number:      AWS-2018

Proposal Number:      LWC-2007

Entity Name:      City of Cape Coral

Project Title:      Water North 2 Utility Extension Program – Irrigation Transmission

1. Provide a brief description of project status.

2. What is the overall status of your project (check one)?

☐ On Schedule

☐ Behind Schedule? Explain why. Do you expect the project to be completed on time?

3. Actual Project Construction Cost Information

	Date	Amount
<b>Bid Document</b>		
<b>Final Contract</b> (with Vendor)		
<b>Total Expended to Date</b>		
<b>Change Order(s)</b>		

**Exhibit "C1"**  
**Cooperative Funding Program**  
**Alternative Water Supply**  
**Quarterly Status Report**

4. Construction Deliverables Status – provide the following information for each deliverable listed in Exhibit "B1" of the contract:

Task No.	Exhibit "B1" Deliverables	Is the Task Complete? Y/N	Estimated Finish Date*	Task Status and Comments
1	Electronic submittal of final project bid amount and/or vendor estimates for tasks to be completed by 1/31/19		Upon contract execution	
2	Exhibit "C" – Quarterly Status Report		12/31/16	
3	Exhibit "C" – Quarterly Status Report		3/31/17	
4	Exhibit "C" – Quarterly Status Report		6/30/17	
5	Exhibit "C" – Quarterly Status Report		9/30/17	
6	Exhibit "C" – Quarterly Status Report		12/31/17	
7	Exhibit "C" – Quarterly Status Report		3/31/18	
8	Exhibit "C" – Quarterly Status Report		6/30/18	
9	Exhibit "C1" – Monthly Status Report		9/30/18	
10	Exhibit "C1" – Monthly Status Report		10/31/18	
11	Exhibit "C1" – Monthly Status Report		11/30/18	
12	Exhibit "C1" – Monthly Status Report		12/31/18	
13	Install approximately 50,000 linear feet of 10-inch to 36-inch diameter reclaimed water transmission pipeline, including corresponding valves. / Reimbursement Request Package		Upon Task Completion	
14	a) Final Reimbursement Request Package (if applicable) b) Project Summary Report (Exhibit "D1")		1/31/19	

\* Note that all tasks have to be completed and invoiced by January 31, 2019



**Exhibit "D1"**  
**Cooperative Funding Program**  
**Alternative Water Supply**  
**Final Project Summary Report**

Water North 2 Utility Extension Program –  
Irrigation Transmission  
**Project Title**

Audrie Goodwin  
**Entity Project Manager**

4600003494 / 9500007137  
**SFWMDC Contract/Purchase Order Number**

City of Cape Coral  
**Entity Project Owner**

**Describe Project constructed:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Type of Alternative Water Supply	Quantity of Water Made Available (MGD) Upon Completion of This Phase		Construction Duration	
	Proposed	Actual	Start	Finish

Cost for this Phase (Phase refers to the current work)		
	Proposed	Actual
Total Construction Cost – this phase	\$9,850,294.00	\$
Funding Breakdown for this Phase		
District funding this phase	\$200,000.00	\$
Local funds	\$9,650,294.00	\$
Other funding source		
From:	\$	\$
<b>TOTAL</b>	<b>\$9,850,294.00</b>	

Attach map(s) and photo(s) of project. The District will make payments only to reimburse for work completed between October 1, 2016 and January 31, 2019.

**To the best of my knowledge, the above information is correct.**

\_\_\_\_\_  
**Chief Financial Officer**

\_\_\_\_\_  
**Project Manager**

**Item Number: B.(7)**  
**Meeting Date: 10/1/2018**  
**Item Type: CONSENT AGENDA**

**AGENDA REQUEST FORM**  
CITY OF CAPE CORAL



**TITLE:**

Resolution 224-18 Award a 60 month lease to EZ-GO, a Division of Textron, Inc. via a piggyback of the National Intergovernmental Purchasing Alliance (National IPA - formerly TCPN) Contract #R161101 for the lease of 80 golf carts, one (1) beverage unit and one (1) range picker and Rescind the award, due to non-performance, to Yamaha Golf-Car Company awarded on July 31, 2017 via Resolution 110-17. EZ-GO annual amount is \$117,283 for a five-year total of \$586,415 and authorize the City Manager or Designee to execute the cancellation of Yamaha Golf Car Company lease and execute the lease agreement, contract and renewals with EZ-GO; Department: Parks and Recreation; Annual Dollar Value: \$117,283 (Five-year total \$586,415 - Golf Course Enterprise Fund)

**REQUESTED ACTION:**

Approve or Deny

**STRATEGIC PLAN INFO:**

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

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

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

**SUMMARY EXPLANATION AND BACKGROUND:**

1. On July 31, 2017, Yamaha Golf Cart Company, via a competitive solicitation, was awarded a lease agreement for 80 golf carts, one (1) beverage unit and one (1) range picker. The agreement delivery date of October 1, 2017 was met and the carts have been in place for the year.
2. In early April of 2018 the GPS tablets began to fail their touchscreen capability. Yamaha - Yamatrac replaced 35 of those units in early May due to the failure. Since that time numerous units failed and now only 27 GPS tablets work. Contact with the Yamaha and Yamatrac sales reps and support teams have not provided a resolution or a timeline for replacement.
3. Staff have attempted to negotiate reimbursement and no charge product to no avail. Yamaha - Yamatrac last correspondence offered to remove the units and replace when they get new ones possibly in January 2019; although they cannot guarantee a date. There was an offer from Yamaha for a six months reimbursement; however, it does not factor in a minimum 8 months without product, customer inconvenience and revenue loss.

4. Staff is requesting to immediately terminate the contract due to their inadequacy of service, failure to provide a timeline for replacement and adequate compensation.
5. In the meantime, Staff had been researching solutions and has determined that EZ-GO offer a Golf cart that would meet the City's needs. The Golf Carts have a lithium battery that will save the City in electricity (energy savings); less wear and tear on the golf course due to lighter carts and eliminate labor for battery watering.
6. The contract awarded to EZ-GO Division of Textron was issued as a competitive bid for Golf, Utility and Hospitality Carts, Parts, Accessories, Supplies and Related Services by the formerly known The Cooperative Purchasing Network "TCPN" which is now known as the National Intergovernmental Purchasing alliance (National IPA) Contract # R161101.
7. This procurement is in accordance with City of Cape Coral Code of Ordinances Chapter 2, Article VII, Division 1, Section 2-144(f) of the Procurement Ordinance *"Purchases of Goods or Services from Contracts Awarded by other Governmental Entities or Not by Profit Entities by Competitive Bid."*
8. If approved, the term of the proposed lease contract is for 3 years with an option to renew annually for an additional two (2) years.
9. This is a budgeted item.
10. Funding information: Business unit 460011-644102 (Golf Course Clubhouse/Equipment Rentals/Lease)

**LEGAL REVIEW:**

Agreement approved by Legal

**EXHIBITS:**

Memo - Golf Cart Memo

Resolution 224-18

Additional back up received at meeting

**PREPARED BY:**

Wanda  
Roop

Division- Procurement

Department- Finance

**SOURCE OF ADDITIONAL INFORMATION:**

**ATTACHMENTS:**

Description	Type
□ Memo - Golf Cart Lease	Backup Material
□ Resolution 224-18	Resolution
□ Additional Backup received at meeting	Backup Material

CITY OF CAPE CORAL  
PARKS AND RECREATION DEPARTMENT

TO: Wanda Roop, Procurement Manager

FROM: Kerry Runyon, Parks and Recreation Director   
Allen Manguson, Golf Professional/Manager, Coral Oaks Golf Course

DATE: September 20, 2018

SUBJECT: Rescind Current Golf Cart Lease RFP-PR17-55GM with Recommendation  
to Piggy Back NIPA Contract with Jacksonville Beach -EZ GO

---

**BACKGROUND:** The City entered into a three - year agreement with Yamaha for 80 fleet golf carts with Global Positioning System (GPS) and GEO Fencing capability (Document attached). The agreement delivery date of October 1, 2017 was met and the carts have been in place for less than one year.

In early April of 2018 the GPS tablets began to fail their touchscreen capability. Yamaha - Yamatrac replaced 35 of those units in early May due to the failure. Since that time numerous units failed and now only 27 GPS tablets work. Contact with the Yamaha and Yamatrac sales reps and support teams have not provided a resolution or a timeline for replacement.

Coral Oaks Manager has been patient and attempted to negotiate reimbursement and no charge product to no avail. Yamaha - Yamatrac last correspondence offered to remove the units and replace when they get new ones possibly in January although they cannot guarantee a date and their offer for six months reimbursement does not factor in a minimum 8 months without product or customer inconvenience and revenue loss. Their inadequacy of service and failure to provide a timeline for replacement and adequate compensation warrants the contract to be terminated immediately and move to the EZ GO product.

**RECOMMENDATION**

To utilize the piggy back option for the Jacksonville Beach EZ GO contract through NIPA. The new lease with the enhancements will increase the annual lease cost to \$117,254 which is offset by the energy savings created by the lithium battery guarantee and less man hours for required battery maintenance. A five dollar per round fee increase was added for the FY 18 peak season months and created an added \$55,242 in golf and cart revenue which offsets the lease cost for the GPS and Geo fencing systems. The annual cart revenue for FY 18 YTD of \$531,255 shows a significant ROI on the annual golf cart lease.

**FUND AVAILABILITY:** Business unit 460011-644102 (Golf Course Rentals)  
cc: Evaluation Committee

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CAPE CORAL, FLORIDA, APPROVING PIGGYBACK CONTRACT PB-PR19-4/CV VIA THE REGION 4 EDUCATION SERVICE CENTER RFP #16-11 AVAILABLE THROUGH THE NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE CONTRACT #R161101 BETWEEN THE CITY OF CAPE CORAL AND E-Z-GO, A DIVISION OF TEXTRON, INC., FOR THE LEASE OF EIGHTY GOLF CARTS AND GLOBAL POSITIONING SYSTEMS, ONE BEVERAGE UNIT AND ONE RANGE PICKER; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE THE CONTRACT, LEASE AGREEMENT, PURCHASE ORDER, SUBSEQUENT RENEWALS, AND ANY RELATED DOCUMENTS; RESCINDING THE AWARD OF RFP #PR17-55/GM FOR GOLF CART LEASE SERVICES FOR CORAL OAKS GOLF COURSE TO YAMAHA MOTOR FINANCE CORPORATION, U.S.A. AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE TERMINATION LETTER; PROVIDING AN EFFECTIVE DATE.

WHEREAS, on July 31, 2017, City Council adopted Resolution 110-17, awarding the Request for Proposal for Golf Cart Lease Services to Yamaha Motor Finance Corporation and approving the Master Lease Agreement; and

WHEREAS, the carts were delivered on October 1, 2017, pursuant to the agreement delivery date; and

WHEREAS, in early April of 2018, the golf cart GPS tablets provided by Yamaha began to fail and have continued to fail, leaving only 27 in working order; and

WHEREAS, despite continued attempts to negotiate reimbursement or replacement, Yamaha has failed to offer an adequate solution, and the City Manager recommends rescission of the award of RFP and termination of the Master Lease Agreement with Yamaha Motor Finance Corporation due to non-performance of the terms of the Agreement; and

WHEREAS, in partnership with the National Intergovernmental Purchasing Alliance Company ("National IPA"), lead public agency Region 4 Education Service Center issued competitive solicitation Request for Proposal #16-11 to select a company for Golf, Utility and Hospitality Carts, Parts, Accessories, Supplies and Related Services; and

WHEREAS, Contract #R161101 was awarded to EZGO Division of Textron, Inc., as the most responsive and responsible proposer; and

WHEREAS, Section 2-144(f) of the City of Cape Coral Code of Ordinances authorizes the City to purchase goods or services under a contract awarded by another governmental entity by competitive bid; and

WHEREAS, the Procurement Manager has made the determination required by Section 2-144(f) of the City of Cape Coral Code of Ordinances that time and expense factors make it financially advantageous for the City to purchase from a contract awarded by another governmental entity; and

WHEREAS, the Procurement Manager has considered the requirements stated in Section 2-144(f) of the Code of Ordinances in making her determination to use the National IPA contract; and

WHEREAS, the City Council desires to rescind the award of RFP and terminate the Master Lease Agreement with Yamaha Motor Finance Corporation due to non-performance of the terms of the Agreement; and

WHEREAS, the City Council desires to approve City of Cape Coral Piggyback Contract PB-PR19-4/CV via the Region 4 Education Service Center RFP#16-11 Available Through the National Intergovernmental Purchasing Alliance Contract #R161101, attached hereto as Exhibit 1, for the lease of eighty (80) golf carts and global positioning systems, one (1) beverage unit and one (1) range picker, in the annual amount of \$117,283, for a term of three years, with the option to renew annually for an additional two years.

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

Section 1. The City Council hereby approves the rescission of the award of RFP and termination of the Master Lease Agreement with Yamaha Motor Finance Corporation due to non-performance of the terms of the Agreement and authorizes the City Manager or his designee to execute the termination letter.

Section 2. The City Council hereby approves City of Cape Coral Piggyback Contract PB-PR19-4/CV via the Region 4 Education Service Center RFP#16-11 Available Through the National Intergovernmental Purchasing Alliance Contract #R161101 for the lease of eighty (80) golf carts and global positioning systems, one (1) beverage unit and one (1) range picker, in the annual amount of \$117,283, for a term of three years, and authorizes the City Manager to renew the contract for up to two additional one-year periods, if the City Manager deems the renewals to be in the best interest of the City. The Contract is attached hereto as Exhibit 1.

Section 3. The City Council hereby authorizes the City Manager or the City Manager's designee to execute the contract, lease agreement, purchase orders, subsequent renewals and related documents between the City of Cape Coral and the vendor.

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

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

\_\_\_\_\_  
REBECCA VAN DEUTEKOM  
CITY CLERK

APPROVED AS TO FORM:

  
\_\_\_\_\_  
DOLORES D. MENENDEZ  
CITY ATTORNEY  
res/Piggyback & Cancel Contract-Coral Oaks Golf Carts

**CITY OF CAPE CORAL  
PIGGYBACK CONTRACT PB-PR19-4/CV  
VIA THE REGION 4 EDUCATION SERVICE CENTER RFP #16-11  
AVAILABLE THROUGH THE NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE  
CONTRACT #R161101**

This Agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018 by and between the **CITY OF CAPE CORAL, FLORIDA**, hereinafter called "**CITY**", and **E-Z-GO, A DIVISION OF TEXTRON, INC.**, located at **1451 Marvin Griffin Road, Augusta, GA 30906**, hereinafter called "**CONTRACTOR**".

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

1. The CONTRACTOR will supply a **lease agreement for eighty (80) Golf Carts and eighty (80) Global Positioning Systems** in accordance with the National Intergovernmental Purchasing Alliance (NIPA) Contract #R161101, at the unit prices outlined in **Exhibit B**, attached hereto and made a part thereof.
2. The City will provide the CONTRACTOR with a Purchase Order for the purchase of all products, on an as needed basis. The estimated annual amount under this contract is **\$117,283.20**.
3. **Contract Term**: The term of this Contract shall follow the term of the NIPA agreement. Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew annually for an additional two (2) years if agreed to by contracting parties. CONTRACTOR shall honor all administrative fees for any sales made based on a contract whether renewed or not.
4. **Invoices**: Contractor is to indicate on all invoices: purchase order number, location of delivery and terms of payment. Any portion of this order, which cannot be filled as specified, will not be substituted until the City has been notified, and approval in writing has been initiated.
5. **Termination**: The termination of this contract is subject to **Exhibit A** of the Contract Documents, **Region 4 ESC Contract R161101, Article 5 – Termination of Contract, Sections 5.1 through 5.5**, referenced herein, incorporated hereto, and made a part hereof, by virtue of this piggyback Contract by and between the CITY and CONTRACTOR.
6. The Term "**Contract Documents**" means and includes the following:
  - A. Region 4 ESC Contract R161101 (Exhibit A);
  - B. Region 4/TCPN RFP #16-11;
  - C. Exhibit B – CONTRACTOR price proposal
  - D. This Contract as well as all other documents attached hereto and/or referenced herein.

In the event of conflict between any provision of any other document referenced herein as part of the contract and this agreement, the terms of this agreement shall control.

**CITY OF CAPE CORAL  
PIGGYBACK CONTRACT PB-PR19-4/CV  
VIA THE REGION 4 EDUCATION SERVICE CENTER RFP #16-11  
AVAILABLE THROUGH THE NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE  
CONTRACT #R161101**

7. **Annual Appropriation Contingency:** Pursuant to FL Statute §166.241, the City's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the City Council. This Contract is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of the City if the City Council reduces or eliminates appropriations.
8. **Record Keeping:** The awarded bidder shall maintain auditable records concerning the procurement adequate to account for all receipts and expenditures, and to document compliance with the specifications. These records shall be kept in accordance with generally accepted accounting principles, and the City of Cape Coral reserves the right to determine the record-keeping method in the event of non-conformity. These records shall be maintained for five (5) years, and ten (10) years on capital projects, 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.
9. **Public Records:** Pursuant to Florida Statute §287.058 (1) (c), this contract may be unilaterally cancelled by the CITY if the CONTRACTOR, refuses to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with this contract, unless the records are exempt from disclosure.
10. **Assignment:** This Contract may not be assigned except at the written consent of the CITY, and if so assigned, shall extend and be binding upon the successors and assigns of the CONTRACTOR.
11. **Disclosure:** The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or other compensation contingent upon or resulting from the award or making of the agreement.

**CITY OF CAPE CORAL  
PIGGYBACK CONTRACT PB-PR19-4/CV  
VIA THE REGION 4 EDUCATION SERVICE CENTER RFP #16-11  
AVAILABLE THROUGH THE NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE  
CONTRACT #R161101**

12. **Unauthorized Aliens:** The employment of unauthorized aliens by any CONTRACTOR is considered a violation of Section 274A (e) of the Immigration and Nationality Act. If the CONTRACTOR knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of any contract resulting from this solicitation. This applies to any sub-Contractors used by the CONTRACTOR as well.
13. **Administration of Contract:** The Public Works and Utilities Directors, or their representative, shall administer this Contract for the CITY.
14. **Governing Law:** The validity, construction and effect of this Contract shall be governed by the laws of the State of Florida. All claim and/or dispute resolution under this Agreement, whether by mediation, arbitration, litigation, or other method of dispute resolution, shall take place in Lee County, Florida. More specifically, any litigation between the parties to this Agreement shall be conducted in the Twentieth Judicial Circuit, in and for Lee County, Florida. In the event of any litigation arising out of this Contract, each party shall be responsible to pay for its own reasonable costs and attorney fees.
15. **Amendments:** No Amendments or variation of the terms or conditions of this agreement shall be valid unless in writing and signed by the parties.
16. **Payments:** CITY shall make payment and CONTRACTOR shall be in receipt of all sums properly invoiced within thirty (30) days of the City's receipt of such invoice unless, within a fifteen (15) day period, CITY notifies CONTRACTOR in writing of its objection to the amount of such invoice, together with CITY'S determination of the proper amount of such invoice. CITY shall pay any undisputed portion of such invoice within such thirty (30) day period. If CITY shall give such notice to the CONTRACTOR within such fifteen (15) day period, such dispute over the proper amount of such invoice shall be resolved, and after final resolution of such dispute, CITY shall promptly pay the CONTRACTOR the amount so determined, less any amounts previously paid by CITY with respect to such invoice. In the event it is determined that CITY has overpaid such invoice, the CONTRACTOR shall promptly refund to the CITY the amount of such overpayment.
17. **Indemnity:** To the extent permitted by law (F.S. 768.28), the CONTRACTOR shall indemnify and hold harmless the CITY, its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or Intentional wrongful misconduct of the CONTRACTOR and any persons employed or utilized by CONTRACTOR in the performance of this Contract.

**CITY OF CAPE CORAL  
PIGGYBACK CONTRACT PB-PR19-4/CV  
VIA THE REGION 4 EDUCATION SERVICE CENTER RFP #16-11  
AVAILABLE THROUGH THE NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE  
CONTRACT #R161101**

18. **Invalid Provision:** The invalidity or unenforceability of any particular provision of this Contract shall not affect the other provisions hereof, and the Contract shall be construed in all respects as if such invalid or unenforceable provisions were omitted.
19. **Insurance:** Unless otherwise specified, CONTRACTOR shall, at its own expense, carry and maintain the following minimum insurance coverage, as well as any insurance coverage required by law:
- a. Workers' Compensation Insurance with limits that comply with statutory requirements and Employer's Liability Insurance with a lower limit of \$1,000,000 per occurrence, including, without limitation, coverage for Occupational Diseases, to provide for the payment of benefits to its employees employed on or in connection with the Work covered by this Agreement and/or to their dependents.
  - b. Broad Form Commercial General Liability Insurance (on an occurrence basis), with a minimum combined single limit for Bodily Injury, including Death of \$1,000,000 per occurrence and for Property Damage of at least \$1,000,000 per occurrence.
  - c. Business Auto Liability Insurance with minimum Bodily Injury and Death Limit per accident of \$1,000,000 and a minimum Property Damage Limit per accident of \$1,000,000.
  - d. CONTRACTOR shall require its subcontractors to provide for such benefits and carry and maintain the foregoing types of insurance at no expense to CITY.
  - e. CITY shall be named as an "Additional Insured" under the CONTRACTOR'S General Liability Insurance Policy with respect to the services performed by the CONTRACTOR or by the OWNER.
  - f. Prior to commencing any Work under this Agreement, CONTRACTOR shall submit to CITY a certificate or certificates of insurance evidencing that such benefits have been provided, and that such insurance is being carried and maintained. Such certificates shall stipulate that the insurance will not be cancelled or materially changed without thirty (30) days prior written notice by certified mail to CITY and shall also specify the date such benefits and insurance expire. CONTRACTOR agrees that such benefits shall be provided, and such insurance carried and maintained until the Work has been completed and accepted by CITY.
  - g. Such benefits and such coverage as are required herein, or in any other document to be considered a part hereof, shall not be deemed to limit CONTRACTOR's liability under the Agreement.

CITY OF CAPE CORAL  
PIGGYBACK CONTRACT PB-PR19-4/CV  
VIA THE REGION 4 EDUCATION SERVICE CENTER RFP #16-11  
AVAILABLE THROUGH THE NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE  
CONTRACT #R161101

20. **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 Agreement on the date last signed as below written.

(SEAL)

ATTEST:

CITY:

City of Cape Coral, Florida

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

Rebecca van Deutekom, MMC



Typed Name: A. John Szerlag

City Clerk

Title: City Manager

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

LEGAL REVIEW FOR CITY

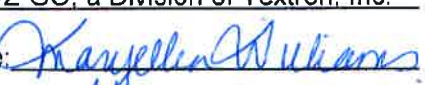
 9/24/18  
 Dolores Menendez Date  
City Attorney

WITNESS FOR CONTRACTOR:

CONTRACTOR:

E-Z-GO, a Division of Textron, Inc.

Signature: 

Signature: 

Typed Name: Cara Longo

Typed Name: Maryellen Williams

Title: Contracts Administrator



**PREPARED FOR:**

**CITY OF CAPE CORAL**



A Textron Company



**CUSHMAN®**  
LET'S WORK.™



9/21/18

CITY OF CAPE CORAL  
PO BOX 150027  
CAPE CORAL, FLORIDA 33915

Dear ,

E-Z-GO® is honored to prepare this exclusive proposal for CITY OF CAPE CORAL and its members. Since 1954, E-Z-GO has pioneered the golf car industry with its innovative, reliable and durable vehicles. E-Z-GO is committed to providing its customers with vehicle solutions that exceed expectations and perform to the demands of their facilities.

E-Z-GO and Cushman® vehicles are manufactured in our globally recognized, award-winning facility in Augusta, GA. Whether you choose the TXT® or RXV® golf car, you can expect proven reliability and the industry's latest innovations. Cushman utility and hospitality vehicles are available in electric, gas and diesel models, and are purpose-built to tackle all of your operation's maintenance and hospitality needs.

But the E-Z-GO advantage goes beyond our products. When you choose E-Z-GO, you gain access to a level of service and support unsurpassed in the industry, through the largest fleet of factory direct service technicians, our strong network of factory-owned branch locations and authorized distributors.

E-Z-GO is dedicated to advancing the game of golf and the industry that is the engine behind it. We are a Platinum Corporate Advantage partner of the Club Managers Association of America, a silver partner with the Golf Course Superintendent Association of America, and provide support to numerous regional and local association chapters and events throughout the world of golf.

Our reputation for quality, performance and customer service has made us fortunate to enjoy the company of some of the most famous facilities in golf, from Pebble Beach Resorts, Bandon Dunes Golf Resort, and Pinehurst Resort.

As you review the enclosed materials, please do not hesitate to contact me with additional questions. I look forward to hearing from you soon, and to serving you at CITY OF CAPE CORAL.

With sincere appreciation,

Nick Forest  
Sales Rep  
(239) 218-3855  
NFOREST@TEXTRON.COM



# Pricing

9/21/18

## CITY OF CAPE CORAL

QTY	MODEL	YEAR	TERMS	PRICE	EXTENDED PRICE
80	TXT ELITE	2019	60 FMV	\$92.22	\$7,377.60
80	7"	2019	60 FMV	\$29.95	\$2,396.00

INCLUDED ACCESSORIES			
Color: Standard	Single Point Watering	World Charger	Sand Buckets
Message Holder	Bag Cover	Sun Canopy Top	Windshield Fold-Down
Number Decals	5 Year Warranty		

### Other Vehicles

QTY	MODEL	YEAR	TERMS	PRICE
1	BEVERAGE CAR	-	60 MONTHS	\$0.00
1	RANGE PICKER	-	60 MONTHS	\$0.00

Any change to the accessory list must be obtained in writing at least 45 days prior to production date.

### LEASE PROGRAM DETAILS

Payment schedule: **STRAIGHT**

Payment months: **60**

Delivery: **October**

First pay: **First month after delivery**

### SPECIAL CONSIDERATIONS

E-Z-GO at its discretion reserves the right to offer an early fleet roll option. CITY OF CAPE CORAL must enter into a new lease or purchase agreement with E-Z-GO and the existing lease must be current and in good standing.

**NOTE:** Prices quoted above are those currently in effect and are guaranteed subject to acceptance within 45 days of the date of this proposal. Applicable state taxes, local taxes, and insurance are not included. Lease rates may change if alternate financing is required. Payment schedule(s) does not include any finance, documentation, or initiation fees that may be included with the first payment. All lease cars and trades must be in running condition and a fleet inspection will be performed prior to pick up. It is the club's responsibility to either repair damages noted or pay for the repairs to be completed. All electric cars must have a working charger. All pricing and trade values are contingent upon management approval.

### CITY OF CAPE CORAL

### E-Z-GO Division of Textron Inc.



**WARNING:** Operating, servicing, and maintaining a passenger vehicle or off-road vehicle can expose you to chemicals including engine exhaust, carbon monoxide, phthalates, and lead, which are known to the State of California to cause cancer and birth defects or other reproductive harm. To minimize exposure, avoid breathing exhaust, do not idle the engine except as necessary, service your vehicle in a well-ventilated area and wear gloves or wash your hands frequently when servicing your vehicle. For more information go to - [www.P65Warnings.ca.gov/passenger-vehicle](http://www.P65Warnings.ca.gov/passenger-vehicle).

Accepted by: \_\_\_\_\_

Accepted by: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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



A Textron Company



**CUSHMAN**  
LET'S WORK.

## **Limited Warranty Terms and Conditions-RXV and TXT Fleet Vehicles**

The Textron Specialized Vehicles (TSV) Division of Textron Inc. ("Company") provides that any new Model Year 2018 E-Z-GO RXV Fleet and TXT Fleet gasoline or electric vehicle (the "Vehicles") and/or battery charger purchased from the Company, a Company affiliate, or an authorized Company dealer or distributor, or leased from a leasing company approved by the Company, shall be free from defects in material or workmanship under normal use and service (the "Limited Warranty"). This Limited Warranty with respect only to parts and labor is extended to the Original Retail Purchaser or the Original Retail Lessee ("Purchaser") for defects reported to the Company no later than the following warranty periods for the Vehicle parts and components set forth below (the "Warranty Period"):

Part or Component	Warranty Period
FRAME - WORKMANSHIP	LIFETIME
MAJOR SUSPENSION COMPONENTS - Steering Gearbox, steering column, shocks, struts and leaf springs	4 years
MAJOR ELECTRONICS - Electric motor, solid state speed controller and battery charger	4 years
LEAD ACID DEEP CYCLE BATTERY - TXT ELECTRIC MODELS: • Standard Battery • Standard Battery with optional water fill system	Earlier of 4 years or 23,500 amp hours* Earlier of 4 years or 25,000 amp hours*
LEAD ACID DEEP CYCLE BATTERY - RXV ELECTRIC MODELS:	Earlier of 4 years or 25,000 amp hours*
GAS CAR BATTERY (Gas cars with added electrical loads must be equipped with heavy duty battery)	2 years
PEDAL GROUP - Pedal assemblies, brake assemblies, brake cables and motor brake	4 years
CANOPY SYSTEM - Canopy and canopy struts	4 years
SEATS - Seat bottom, seat back and hip restraints	3 years
POWERTRAIN - Gasoline engine, gasoline axle, engine air intake and exhaust system	3 years
POWERTRAIN - Electric axle	3 years
BODY GROUP - Front and rear cowl, side panels and instrument panel	3 years
OTHER ELECTRICAL COMPONENTS - Solenoid, limit switches, starter generator, voltage regulator, F&R switch, charger cord and charger receptacle	3 years
ALL OPTIONS AND ACCESSORIES - All options and accessories supplied by E-Z-GO at time of purchase	2 years
ALL OTHER COMPONENTS - All other components supplied by E-Z-GO at time of purchase	2 years
INITIAL ADJUSTMENTS - Initial alignment, adjustments, fastener retightening	90 Days
* Added electrical components not part of original Vehicle drive system equipment that consume equal to or more than .4 amps shall reduce the amp hour battery warranty by fifteen percent (15%). Added electrical components not part of original Vehicle drive system equipment that consume less than .4 amps shall reduce the amp hour battery warranty by ten percent (10%). See reverse for other battery warranty limitations, conditions and exceptions.	

The Warranty Period for all parts and components of the Vehicle other than Lead Acid Deep Cycle Batteries shall commence on the date of delivery to the Purchaser's location or the date on which the Vehicle is placed in Purchaser-requested storage.

The Warranty Period for Lead Acid Deep Cycle Batteries shall commence on the earliest of the date of:

- Vehicle delivery to the Purchaser's location,
- on which the Vehicle is placed in Purchaser-requested storage or
- that is one (1) year from the date of manufacture of the Vehicle.

Parts repaired or replaced under this Limited Warranty are warranted for the remainder of the length of the Warranty Period. This Limited Warranty applies only to the Purchaser and not to any subsequent purchaser or lessee without the prior written approval of the TSV Customer Care / Warranty Department.

**EXCLUSIONS:** Specifically **EXCLUDED** from this Limited Warranty are:

- routine maintenance items, normal wear and tear, cosmetic deterioration or electrical components damaged as a result of fluctuations in electric current;
- damage to or deterioration of a Vehicle, part or battery charger resulting from inadequate or improper maintenance, neglect, abuse, improper usage, accident or collision;
- damage resulting from installation or use of parts or accessories not approved by Company, including but not limited to subsequent failures of the Vehicle, other parts or the battery charger due to the installation and/or use of parts and accessories not approved by Company;
- warranty repairs made by other than a Company branch or an authorized and qualified Dealer designee. Warranty repairs by other than a Company branch or an authorized and qualified Dealer or designee shall void the Limited Warranty;
- damage or loss resulting from acts of nature, vandalism, theft, war or other events over which Company has no control;
- any and all expenses incurred in transporting the Vehicle to and from the Company or an authorized and qualified Dealer, distributor or designee for warranty service or in performing field warranty service; and
- any and all expenses, fees or duties incurred relative to inbound freight, importation, or customs.

**THIS LIMITED WARRANTY MAY BE VOIDED OR LIMITED AT THE SOLE DISCRETION OF COMPANY IF THE VEHICLE AND/OR BATTERY CHARGER:**

- shows indications that routine maintenance was not performed per the Owner's Manual, including but not limited to rotation of fleet, proper tire inflation, lack of charging, inadequate battery watering, use of contaminated water, loose battery hold downs, routine scheduled oil and filter changes, corroded battery cables and loose battery terminals;
- lacks an adequate number of operating battery chargers, uses unapproved battery chargers for the vehicle or uses extension cords with battery chargers;
- shows indications that the charger has been modified to charge vehicles not approved for the charger;
- gasoline vehicles fueled with unleaded gasoline containing more than 10% ethanol, E85 ethanol fuel or other non-recommended fuels, contaminated gasoline or other non-recommended lubricants;
- shows indications that the speed governor was adjusted or modified to permit the Vehicle to operate beyond Company specifications;
- shows indications it has been altered or modified in any way from Company specifications, including but not limited to alterations to the speed braking system, electrical system, passenger capacity or seating;
- has been altered to be used in an application other than a fleet golf vehicle such as a Personal Transportation Vehicle (PTV), utility vehicle, or other non-fleet golf vehicle
- has non-Company approved electrical accessories or electrical energy consuming devices installed on a gasoline powered Vehicle without installation of a heavy duty 12V battery; or
- is equipped with non-standard tires not approved by Company for the application.

**FOR FURTHER INFORMATION, CALL 1-800-774-3946, GO TO WWW.EZGO.COM, OR WRITE TO TSV DIVISION OF TEXTRON INC., ATTENTION:  
TSV CUSTOMER CARE / WARRANTY DEPARTMENT, 1451 MARVIN GRIFFIN ROAD, AUGUSTA, GEORGIA 30906 USA.**

**TSV P/N 646534G18**

**USE OF NON-APPROVED COMPANY PARTS AND ACCESSORIES:** THIS LIMITED WARRANTY IS VOID WITH RESPECT TO ANY PROPERTY DAMAGE OR ADDITIONAL ENERGY CONSUMPTION ARISING FROM OR RELATED TO PARTS OR ACCESSORIES NOT MANUFACTURED OR AUTHORIZED BY THE COMPANY, OR WHICH WERE NOT INSTALLED BY THE COMPANY, ITS DEALERS OR DISTRIBUTORS, INCLUDING BUT NOT LIMITED TO NON-APPROVED GPS SYSTEMS, COOLING AND HEATING SYSTEMS, COMMUNICATION SYSTEMS, INFORMATION SYSTEMS, OR OTHER FORMS OF ENERGY CONSUMING DEVICES WIRED DIRECTLY OR INDIRECTLY TO THE VEHICLE BATTERIES.

**REMEDY:** Purchaser's sole and exclusive remedy under this Limited Warranty in the event of a defect in material or workmanship in the Vehicle, any part or component, or battery charger during the applicable Warranty Period is that E-Z-GO will, at its sole option, repair or replace any defective parts. If the Company elects to repair or replace a defective part, the Company may at its discretion provide a factory reconditioned part or new component from an alternate supplier. All replaced parts become the sole property of the Company. This exclusive remedy will not be deemed to have failed of its essential purpose so long as the Company has made reasonable efforts to repair or replace the defective parts.

**DISCLAIMER:** *THIS LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY PROVIDED FOR THE VEHICLES AND BATTERY CHARGER AND IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL SUCH OTHER WARRANTIES BEING EXPLICITLY DISCLAIMED.*

**LIABILITY LIMITATIONS:** IN NO CASE SHALL THE COMPANY BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO DEATH, PERSONAL INJURY OR PROPERTY DAMAGE ARISING FROM OR RELATED TO ANY ALLEGED FAILURE IN A VEHICLE OR BATTERY CHARGER, OR ANY DAMAGE OR LOSS TO THE PURCHASER OR ANY THIRD PARTY FOR LOST TIME, INCONVENIENCE OR ANY ECONOMIC LOSS, WHETHER OR NOT THE COMPANY WAS APPRISED OF THE FORSEEABILITY OF SUCH DAMAGES OR LOSSES. THE RIGHT OF PURCHASER TO RECOVER DAMAGES WITHIN THE LIMITATIONS SET FORTH IN THIS SECTION IS PURCHASER'S EXCLUSIVE ALTERNATIVE REMEDY IF THE LIMITED REMEDY OF REPAIR OR REPLACEMENT OF THE VEHICLE FAILS OF ITS ESSENTIAL PURPOSE. THE PARTIES AGREE THAT THIS ALTERNATIVE REMEDY WILL BE ENFORCEABLE EVEN IF THE LIMITED REMEDY OF REPAIR OR REPLACEMENT FAILS OF ITS ESSENTIAL PURPOSE. ANY LEGAL CLAIM OR ACTION ARISING THAT ALLEGES BREACH OF WARRANTY MUST BE BROUGHT WITHIN THREE (3) MONTHS FROM THE DATE THE WARRANTY CLAIM ARISES. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. SOME STATES DO NOT ALLOW THE EXCLUSION OF INCIDENTAL DAMAGES OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY MAY LAST, SO THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU.

**WARNING:** ANY MODIFICATION OR CHANGE TO THE VEHICLE OR BATTERY CHARGER WHICH ALTERS THE WEIGHT DISTRIBUTION OR STABILITY OF THE VEHICLE, INCREASES THE VEHICLE'S SPEED, OR ALTERS THE OUTPUT OF THE BATTERY CHARGER BEYOND FACTORY SPECIFICATIONS, CAN RESULT IN PROPERTY DAMAGE, PERSONAL INJURY OR DEATH. **DO NOT MAKE ANY SUCH MODIFICATIONS OR CHANGES. SUCH MODIFICATIONS OR CHANGES WILL VOID THE LIMITED WARRANTY. THE COMPANY DISCLAIMS RESPONSIBILITY FOR ANY SUCH MODIFICATIONS, CHANGES OR ALTERATIONS WHICH WOULD ADVERSELY IMPACT THE SAFE OPERATION OF THE VEHICLE OR BATTERY CHARGER.**

#### **LEAD ACID DEEP CYCLE BATTERY WARRANTY LIMITATIONS, CONDITIONS AND EXCEPTIONS:**

- The amp hour Warranty Period for electric Vehicle batteries is as recorded by the Vehicle's controller.
- To be eligible for this limited battery warranty, the warranty must be activated within forty-five (45) days of delivery of the Vehicle at the following web site - <http://ezgo.smartmanual.biz>. **Failure to do so will void the battery warranty.** A Purchaser who is unable to log onto the web site should call or write the TSV Customer Care /Warranty Department using the contact information below or Purchaser's local dealer or distributor within forty-five (45) days of delivery of the Vehicle.
- Claims for battery warranty replacement require specific testing, as specified by the TSV Customer Care / Warranty Department. The Company, or an authorized Company dealer or distributor, should be contacted to obtain a copy of the required tests, which must be performed and corrected for temperature, based upon BCI (Battery Council International) recommendations.
- **NON-FACTORY INSTALLED PARTS OR ACCESSORIES INSTALLED DIRECTLY TO LESS THAN THE COMPLETE VEHICLE BATTERY PACK WILL VOID THE WARRANTY FOR THE ENTIRE BATTERY PACK.**
- **ALL NON-FACTORY INSTALLED ACCESSORIES REQUIRE THE INSTALLATION AND USE OF A COMPANY APPROVED DC TO DC CONVERTER THAT USES ENERGY FROM ALL BATTERIES.**
- **Electric Vehicle storage facilities must provide the following:**
  - ample electrical power to charge all Vehicles and allow the charger to shut off automatically;
  - battery chargers must each have an independent dedicated 15 amp circuit;
  - each battery charger must be connected to its circuit with at minimum a NEMA 15-5R three-pin receptacle;
  - five (5) air exchanges per hour in the charging facility;
  - if the facility utilizes an electrical energy management system, the timer must be set to have available fourteen (14) hours of electricity; and
  - one (1) functional charger for each Vehicle in the fleet with a proper electrical supply as specified above.

#### **OTHER COMPANY RIGHTS:**

- Company may perform vehicle inspections (directly or through assigned E-Z-GO representatives) through the term of the warranty period.
- Company may improve, modify or change the design of any Company vehicle, part or battery charger without being responsible to modify previously manufactured vehicles, parts or battery chargers.
- Company may audit and inspect the Purchaser's facility, maintenance records and its Vehicles by a Company representatives prior to approving a warranty claim and may contract with a third party to evaluate the Purchaser's storage facilities, fuel storage tanks and/or batteries.
- **THE WARRANTY FOR ALL VEHICLES IN A FLEET SHALL BE VOIDED IF DATA SUBMITTED FOR AN INDIVIDUAL VEHICLE WARRANTY CLAIM CONTAINS AUTHORITY:** No Company employee, dealer, distributor or representative, or any other person, has any authority to bind the Company beyond the terms of this Limited Warranty without the express written approval of the TSV Customer Care / Warranty Department.

**EMISSIONS CONTROL WARRANTY:** The Vehicle may also be subject to an emissions control warranty, as required by the U.S. Environmental Protection Agency and California Air Resources Board, which is provided separately with the Vehicle.



Last Revised: July 17, 2017  
 A Textron Company  
**2017 TXT Fleet Golf Car**  
**Electric and Gasoline**  
**Effective January 1, 2017**

### National IPA Quotation Form

**Date:** 9/21/2018  
**Agency Name:** City of Cape Coral  
**Address:** 1015 CULTURAL PARKWAY BOULEVARD  
**City, State, Zip:** CAPE CORAL, FL 33990  
**Contact:** Allen Manguson  
**Phone Number:** 239 573 3100  
**NIPA Member #** 1147963

E-Z-GO DIVISION OF TEXTRON INC  
 1451 Marvin Griffin Road  
 Augusta, GA 30906-3852  
 Duns #: 02-321-1535  
 FEIN #: 05-07-15468  
 Contract Dates: 1/1/17 – 12/31/19  
 National IPA Contract # R161101

#### TXT Fleet

	Model Number	Suggested Retail Price	NIPA Pricing	Quantity	Total NIPA Pricing
TXT Electric (With TruCourse Technology)	625110	\$10,256			\$0.00
TXT Gasoline	625111	\$10,745			\$0.00
TXT ELITE (Lithium)	654601	\$12,199	\$4,923.81	80	\$393,904.80

#### Factory Installed Optional Equipment:

##### TIRES & WHEELS

	TXT Electric	TXT Gas	TXT ELITE	Part Number	Suggested Retail Price	NIPA Pricing	
<b>Front Tires (Select One):</b>							
Hole-in-One 18 x 8.50 - 8 (4 Ply Rated) (Set of two)	x	x	x	612773	Standard	Standard	80
Links 18 x 8.50 - 8 (4 Ply Rated) (Set of two)	x	x	x	27770G01	\$18	\$18	\$0.00
USA Trail 18 x 8.50 - 8 (6 Ply Rated) (Set of two)	x	x	x	27773G01	\$66	\$ 46.20	\$0.00
<b>Rear Tires (Select one):</b>							
Hole-in-One 18 x 8.50 - 8 (4 Ply Rated) (Set of two)	x	x	x	612774	Standard	Standard	
Links 18 x 8.50 - 8 (4 Ply Rated) (Set of two)	x	x	x	27771G01	\$18	\$18	\$0.00
USA Trail 18 x 8.50 - 8 (6 Ply Rated) (Set of two)	x	x	x	27774G01	\$66	\$ 46.20	\$0.00
Turf Saver 18 x 8.50 - 8 (Load Range B) (Set of two)	x	x	x	27771G03	\$150	\$ 105.00	\$0.00
<b>Wheel Covers:</b>							
Spoke, Metallic Gold (Set of 4)	x	x	x	611322	\$47	\$ 32.90	80
Spoke, Silver (Set of 4)	x	x	x	607095	\$47	\$ 32.90	\$2,632.00

##### COLORS & PIN STRIPING:

###### Body Colors:

Standard (Forest Green, Ivory)	x	x	x		Standard	Standard	80
Premium I (Almond, Black, Burgundy, Electric Blue, Platinum, Flame Red)	x	x	x		\$319	\$ 223.30	\$0.00
Premium II (Inferno Red, Patriot Blue, Steel Blue)	x	x	x		\$404	\$ 282.80	\$0.00
Sunburst Orange, British Racing Green)	x	x	x				\$0.00

###### Pinstripes:

Pewter, White, Black, Gold	x	x	x		\$94	\$ 65.80	\$0.00
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###### Seat Colors (Select one)

Seat Color (Oyster)	x	x	x	625223G01	Standard	Standard	
Seat Color (Tan)	x	x	x	625223G03	Standard	Standard	
Seat Color (Gray)	x	x	x	625223G04	Standard	Standard	

###### Premium Seats

Seat with High Back	Lt Beige	x	x	x	654084G17	\$394	\$ 275.80	\$0.00
	Mushroom	x	x	x	654084G18	\$394	\$ 275.80	\$0.00

##### OTHER ENHANCEMENTS:

Ash Tray	x	x	x	75109G03	\$27	\$ 18.90		\$0.00
Differential Guard	x		x	72764G02	\$28	\$ 19.60		\$0.00
Fender Scuff Guard	x	x	x	634327	\$23	\$ 16.10		\$0.00
Sand Rake Holder (Rake Sold Separately)	x	x	x	75006G01	\$14	\$ 9.80		\$0.00
Side Basket (Single)	x	x	x	75007G01	\$33	\$ 23.10		\$0.00
Side Basket (Double)	x	x	x	75007G03	\$64	\$ 44.80		\$0.00
Tow Bar Permanent	x	x	x	636441	\$478	\$ 334.60		\$0.00
Premium Steering Wheel	x	x	x	617159	\$10	\$ 7.00	80	\$560.00
Front Bumper	x	x	x	625200	\$180	\$ 126.00		\$0.00
Heavy Duty Battery		x		607243	\$60	\$ 42.00		\$0.00

##### ELECTRICAL:

Standard 8V Batteries w/ Battery Watering System	x			613511	\$211.00	\$ 147.70		\$0.00
Golf Performance Mode - Coastal	x		x	613259	Standard	Standard	80	
Golf Performance Mode - Mild Hill	x		x	613260	Standard	Standard		
Golf Performance Mode - Steep Hill	x		x	613261	Standard	Standard		
Charger SC-48 Volt (10 ft Cord) UJCSA	x			623994	Standard	Standard	80	
Charger SC-48 Volt (18 ft Cord) UJCSA	x			624025	\$56	\$ 39.20		\$0.00
World Charger (3.3 m [11 ft] Cord)	x			624027	\$343	\$ 240.10		\$0.00
World Charger (5.5 m [18 ft] Cord)	x			624029	\$384	\$ 268.80		\$0.00
State of Charge Meter	x		x	632593G02	\$94.00	\$ 65.80		\$0.00

Hour Meter	x	x	x	75113G01	\$74.00	\$	51.80		\$0.00
Unique Key Switch - Individual	x	x	x	71120G03	\$47.00	\$	32.90		\$0.00
Unique Key Switch - Group	x	x	x	71120G02	\$55.00	\$	38.50		\$0.00
DC Converter (20 Amp)	x		x	605750	\$359.00	\$	251.30		\$0.00
Fuel / Oil Gauge		x		632593G06	\$98.00	\$	68.60		\$0.00
USB Port - Electric/Lithium	x		x	636034/656819	\$197.00	\$	137.90		\$0.00
USB Port - Gas		x		636033	\$197.00	\$	137.90		\$0.00

**Field Installed Accessories:** \*Prices do not include labor

<b>OTHER ENHANCEMENTS:</b>									
Regulated Supply Hose for Batt Watering System (20')	x			614521	\$196	\$	137.20		\$0.00
Cooler & Bracket	x	x	x	634319	\$93	\$	65.10		\$0.00
Sand Bottle (Single)	x	x	x	614179	\$34	\$	23.80		\$0.00
Sand Bucket	x	x	x	634314	\$95	\$	66.50	<b>160</b>	\$10,640.00
Message Holder - Single (Sun Canopy Required)	x	x	x	634338	\$41	\$	28.70	<b>80</b>	\$2,296.00
Message Holder - Double (Sun Canopy Required)	x	x	x	634347	\$47	\$	32.90		\$0.00
Sand Rake	x	x	x	14735G1	\$30	\$	21.00		\$0.00
Tow Bar Semi-Permanent	x	x	x	636058	\$283	\$	198.10		\$0.00
Semi-Perm Link	x	x	x	635736	\$77	\$	53.90		\$0.00
Handheld Diagnostic Unit	x		x	627350	\$950	\$	665.00		\$0.00
Club and Ball Washer	x	x	x	627900	\$95	\$	66.50		\$0.00
TXT Splashguard	x	x	x	656538	\$14	\$	9.80	<b>80</b>	\$784.00

**WEATHER PROTECTION:**

Bag Cover (Oyster)	x	x	x	625581	\$222	\$	155.40		\$0.00
Bag Cover (Tan)	x	x	x	625583	\$222	\$	155.40	<b>80</b>	\$12,432.00
Bag Cover (Forest Green)	x	x	x	625585	\$222	\$	155.40		\$0.00
Sun Canopy Top (Beige)	x	x	x	625299G02	\$248	\$	173.60		\$0.00
Sun Canopy Top (Tan)	x	x	x	625299G01	\$248	\$	173.60	<b>80</b>	\$13,888.00
Weather Enclosure (3 Sided) (Oyster)	x	x	x	634542	\$381	\$	266.70		\$0.00
Weather Enclosure (3 Sided) (Tan)	x	x	x	634541	\$381	\$	266.70		\$0.00
Weather Enclosure (3 Sided) (Hunter Green)	x	x	x	634543	\$381	\$	266.70		\$0.00
Windshield Fold-Down (Requires Sun Canopy)	x	x	x	625279G01	\$156	\$	109.20	<b>80</b>	\$8,736.00
Windshield Flat	x	x	x	625279G03	\$131	\$	91.70		\$0.00

**SHIPPING & TAXES:**

Shipping					\$388	\$291.00	<b>80</b>	\$23,280.00
Tax					\$	-		\$0.00

**TOTAL PRICING:**

Total Price Per Vehicle w/ Shipping and Accessories								<b>\$5,864.41</b>
Total Base Price of Vehicle - Electric						\$0.00		\$0.00
Total Base Price of Vehicle - Gas						\$0.00		\$0.00
Total Base Price of Vehicle - Lithium						\$4,923.81		\$4,923.81
Total Accessory price of Vehicles								\$51,968.00
Total Shipping Cost								\$23,280.00
<b>Total Fleet Pricing</b>								<b>\$469,152.80</b>

<b>TRADE INFORMATION:</b>	<b>Brand</b>	<b>Model</b>	<b>Elec/Gas</b>					
	E-Z-GO	TXT	Electric			\$1,900.00		<b>\$0.00</b>

<b>TOTAL NET PRICING</b>								<b>\$469,152.80</b>
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Customer Signature: \_\_\_\_\_

# TFM | TEXTRON FLEET MANAGEMENT



A Textron Company

Presented To:  
Coral Oaks Golf Course  
City of Cape Coral

Prepared By  
NICK FOREST  
TEXTRONGOLF-TSM  
239-218-3855

QTY	MODEL	Terms	UNIT PRICE	TOTAL MONTHLY PRICE
80	7"	60 Months Straight Pay	\$ 29.95	\$ 2,396.00
				\$ -

Wow Factor	Fleet Management	Car Management
High resolution, weatherproof, touch screen	Vehicle location	Vehicle travel history
Enhanced HD hole graphics	Pace monitoring	Automatically scheduled vehicle lockdown
UPDATES - Automatic software updates	Real two way communication	GeoFencing and warnings
Freight and set up	Easy to use advertising setup	BATTERY - Internal battery

Any change to the accessory list must be obtained in writing at least 45 days prior to production date.

## LEASE DETAILS

Payment Schedule: See Above  
Delivery: OCTOBER

Payment Months: See Above  
First Pay: MONTH AFTER DELIVERY

## SPECIAL CONSIDERATIONS:

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E-Z-GO at its discretion reserves the right to offer an early roll option. **Coral Oaks Golf Course** must enter into a new lease purchase agreement with E-Z-GO and the existing account must be current and credit approved. Prices quoted are those in effect at the time the quote is made and are guaranteed subject to acceptance within 45 days. All lease cars and trades must be in running condition and a fleet inspection will be done prior to pick up. All electric cars must have a working charger. All pricing and trade values are contingent upon management approval. Applicable state taxes, local taxes and insurance are not included. Payment Schedule(s) does not include any finance, documentation or initiation fees that may be required with payment.

Coral Oaks Golf Course

Accepted By: \_\_\_\_\_  
Title: \_\_\_\_\_

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

E-Z-GO, A Division of Textron, Inc.

Accepted By: NICK FOREST  
Title: TEXTRONGOLF-TSM

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

2018  
EZ GO Lease Cost

City of Cape Coral

		Oct 2017 - Sept 2020 - 36 months					
		EZ-GO		YAMAHA		VARIANCE	
	Carts	Cost					
Per Car	80	\$	92.22	\$	7,377.60		
Monthly	12	\$	7,377.60	\$	88,531.20	\$ 6,140.80	\$ 73,689.60
Annually	5	\$	88,531.20	\$	442,656.00	\$ 73,689.60	\$ 368,448.00
Cars	80	\$	29.95	\$	2,396.00		
Monthly	12	\$	2,396.00	\$	28,752.00	\$ 2,680.00	\$ 32,160.00
Annually	5	\$	28,752.00	\$	143,760.00	\$ 32,160.00	\$ 160,800.00
Carts 5 Year Lease Cost			\$ 442,656		\$ 368,448		
GPS 5 Year Lease cost			\$ 143,760		\$ 160,800		
Total 5 Year Lease cost			\$ 586,416		\$ 529,248		
Annual combined total			\$ 117,283.20		\$ 105,849.60	\$ 11,433.60	
5 YEAR COMBINED TOTAL			\$ 586,416.00		\$ 529,248.00	\$ 57,168.00	

YAMAHA		
Three Year lease	Paid	Remaining
\$ 317,548.80	\$79,387.20	\$ 238,161.60

**Note: Yamaha lease was for 36 months (3 yrs) starting October 2017 (Fiscal Year 2018) -**

**PAID TO YAMAHA**

From October 2017 - June 2018 \$79,387.20 Nine (9) months  
27 months remaining - \$238,161.80 (\$165,801.60 Carts/\$72,369 GPS)

**Item Number: B.(8)**  
**Meeting Date: 10/1/2018**  
**Item Type: CONSENT AGENDA**

**AGENDA REQUEST FORM**  
CITY OF CAPE CORAL



**TITLE:**

Resolution 225-18 Approve Amendment No. 1 to SFWMD Cooperative Funding Program Grant No. 4600003495 for North 2 UEP Canal Pump Station #10 (non-assessable). The Amendment extends the term of the Agreement from October 31, 2018 to February 28, 2019 to provide adequate time for invoicing and documentation required by the Agreement. In addition to extending the period of performance, the Amendment updates the Statement of Work, Payment and Deliverable Schedule, Quarterly Status Report and Final Project Summary Report. The Scope of Work for the Grant is modified to include only the intake structure components to accommodate the City's request. The funding amount of \$200,000.00 is not affected. Department: Public Works; Dollar Value: \$0; (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? 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:**

Staff respectfully requests that you review and execute the attached agreement granting a time extension for the following project:

South Florida Water Management District (SFWMD) Cooperative Funding Program  
(Agreement #4600003495) NOGOAF 2016-43 North 2 Utility Extension Program  
(UEP) Canal Pump Station East #10

On February 20, 2018, the City of Cape Coral received a SFWMD Cooperative Funding Grant (#4600003495) for the installation of Canal Pump Station (CPS) East #10 in the North 2 UEP (effective 11/1/16). This agreement expires October 31, 2018. The attached Amendment No. 1 revises the deliverables to include only the surface water intake structure components and extends the completion date by one hundred twenty (120) days to January 31, 2019.

**LEGAL REVIEW:****EXHIBITS:**

Memorandum - North 2 UEP SFWMD Grant Canal Pump Station 10 Time Extension  
Exhibit 1 - SFWMD Amendment No.1 Agreement 4600003495  
Resolution 225-18

**PREPARED BY:**

Stacy Ewing	Division-	Utilities Extension Project	Department-	Public Works
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**SOURCE OF ADDITIONAL INFORMATION:**


Kevin Higginson, UEP Manager




**ATTACHMENTS:**

	<b>Description</b>	<b>Type</b>
▣	Memorandum - North 2 UEP SFWMD Grant Canal Pump Station 10 Time Extension	Backup Material
▣	Exhibit 1 - SFWMD Amendment No.1 Agreement 4600003495	Backup Material
▣	Resolution 225-18	Resolution

**MEMORANDUM**

CITY OF CAPE CORAL  
UTILITIES EXTENSION OFFICE

TO: John Szerlag, City Manager 

FROM: Jeff Pearson, Utilities Director   
Kevin Higginson, Utilities Extension Manager   
Audrie Goodwin, Senior Engineer 

DATE: September 21, 2018

SUBJECT: North 2 UEP – SFWMD Grant – Canal Pump Station #10 – Time Extension

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Staff respectfully requests that you review and execute the attached agreement granting a time extension for the following project:

South Florida Water Management District (SFWMD) Cooperative Funding  
Program (Agreement #4600003495) NOGOAF 2016-43 North 2 Utility  
Extension Program (UEP) Canal Pump Station East #10

On February 20, 2018, the City of Cape Coral received a SFWMD Cooperative Funding Grant (#4600003495) for the installation of Canal Pump Station (CPS) East #10 in the North 2 UEP (effective 11/1/16). This agreement expires October 31, 2018. The attached Amendment No. 1 revises the deliverables to include only the surface water intake structure components and extends the completion date by one hundred twenty (120) days to January 31, 2019.

If you have any questions concerning this request please contact Audrie Goodwin, P.E., Senior Engineer, Public Works, UEP at 239-242-3656 or [agoodwin@capecoral.net](mailto:agoodwin@capecoral.net).

AG:se (North 2 UEP – SFWMD Grant – Canal Pump Station – Time Extension)  
Attachment



# **SOUTH FLORIDA WATER MANAGEMENT DISTRICT AMENDMENT**

**4600003495-A1**

## **AMENDMENT NO. 1**

**TO AGREEMENT NO. 4600003495**

**BETWEEN THE**

**SOUTH FLORIDA WATER MANAGEMENT DISTRICT**

**AND**

**CITY OF CAPE CORAL**

This **AMENDMENT NO. 1**, is entered into on \_\_\_\_\_ to that Agreement dated October 1, 2016, between "the Parties," the South Florida Water Management District (DISTRICT), and City of Cape Coral (Recipient).

### **Background**

1. The Governing Board of the District, at its September 8, 2016 meeting, approved entering into this Agreement with the Parties.

2. The term of the Agreement is twenty-five (25) months.

3. The Parties wish to amend the Agreement to extend the period of performance, revise the Statement of Work, Payment and Deliverable Schedule, Quarterly Status Report, and Final Project Summary Report of the Agreement.

### **Terms and Conditions**

4. The term of the Agreement is hereby extended by four (4) months and the expiration date, as amended, is February 28, 2019. This **AMENDMENT NO. 1** shall be effective upon the date of execution by the Parties.

5. This **AMENDMENT NO. 1** shall be at no additional cost to the **DISTRICT**.

6. The Statement of Work, attached as Exhibit "A" to the Agreement, is hereby amended by revising the Scope of Work and Work Breakdown Structure as set forth in Exhibit "A1", attached hereto and made a part of this **AMENDMENT NO. 1**.



## **SOUTH FLORIDA WATER MANAGEMENT DISTRICT AMENDMENT**

7. The Payment and Deliverable Schedule is also hereby revised in accordance with Exhibit "B1", attached hereto and made a part of this **AMENDMENT NO. 1**.
8. Exhibit "C" (Quarterly Status Report) is also hereby revised in accordance with Exhibit "C1" (Monthly Status Report) attached hereto and made a part of this **AMENDMENT NO. 1**.
9. Exhibit "D" (Final Project Summary Report) is also hereby revised in accordance with Exhibit "D1", attached hereto and made a part of this **AMENDMENT NO. 1**.
10. All other terms and conditions of the Agreement remain unchanged.

IN WITNESS WHEREOF, the Parties or their duly authorized representatives hereby execute this **AMENDMENT NO. 1** on the date first written above.

### **SOUTH FLORIDA WATER MANAGEMENT DISTRICT**

By:

\_\_\_\_\_  
**Dorothy A. Bradshaw, Director**  
Administrative Services Division

**SFWMD PROCUREMENT APPROVED**

BY:

DATE:

*Se [Signature]*  
*9/20/18*  
*[Signature]*

### **CITY OF CAPE CORAL**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT "A1"**  
**STATEMENT OF WORK**

Water North 2 Utility Extension Program – Irrigation Canal Pump Station East #10  
City of Cape Coral

**A. INTRODUCTION/BACKGROUND**

The City of Cape Coral (City or Recipient) owns and operates an irrigation water supply and distribution system that supplies non-potable water to properties within City properties. There are two Water Reclamation Facilities (WRFs) that supply reclaimed water for the irrigation system. Additionally, there are five freshwater canal pump stations and five ground water storage tanks that provide a primary source of water for the irrigation system.

This application is for the Irrigation Canal Pump Station East #10 in the North 2 Utilities Extension Project (UEP) irrigation system. This canal pump station has a capacity of 7 million gallons per day (mgd). As there is an insufficient supply of reclaimed water, the City has historically utilized surface water from the City's freshwater canals to augment the supply. Due to the expansion of the City's service to the Southwest 6&7 service area and the North 2 area, there is a need for an additional canal pump station to assist with the supplemental supply of canal water. This project consists of the construction of a canal pump station that will allow water to be withdrawn from the freshwater canal system and to be pumped into the irrigation transmission and distribution system. The City's permit only allows the City to pump the canals down to a pre-determined level and when this level is exceeded, the pump stations must be shut down due to lack of sufficient water levels and supply. This project will allow for a new canal pump station to be placed in an area that will allow for more water to be withdrawn without impacting the drawdown levels of the existing stations in other basins or canal systems.

**B. OBJECTIVES**

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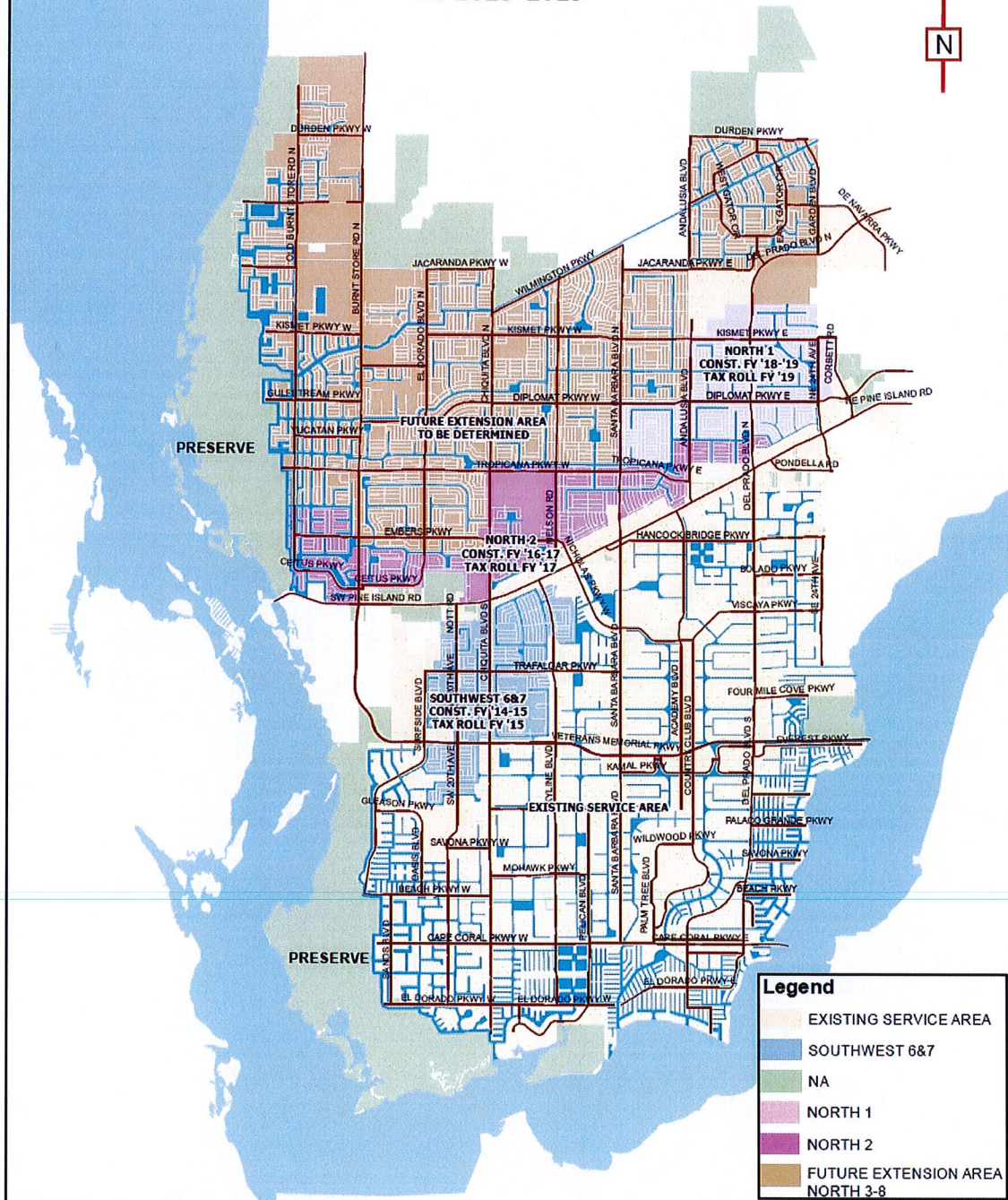
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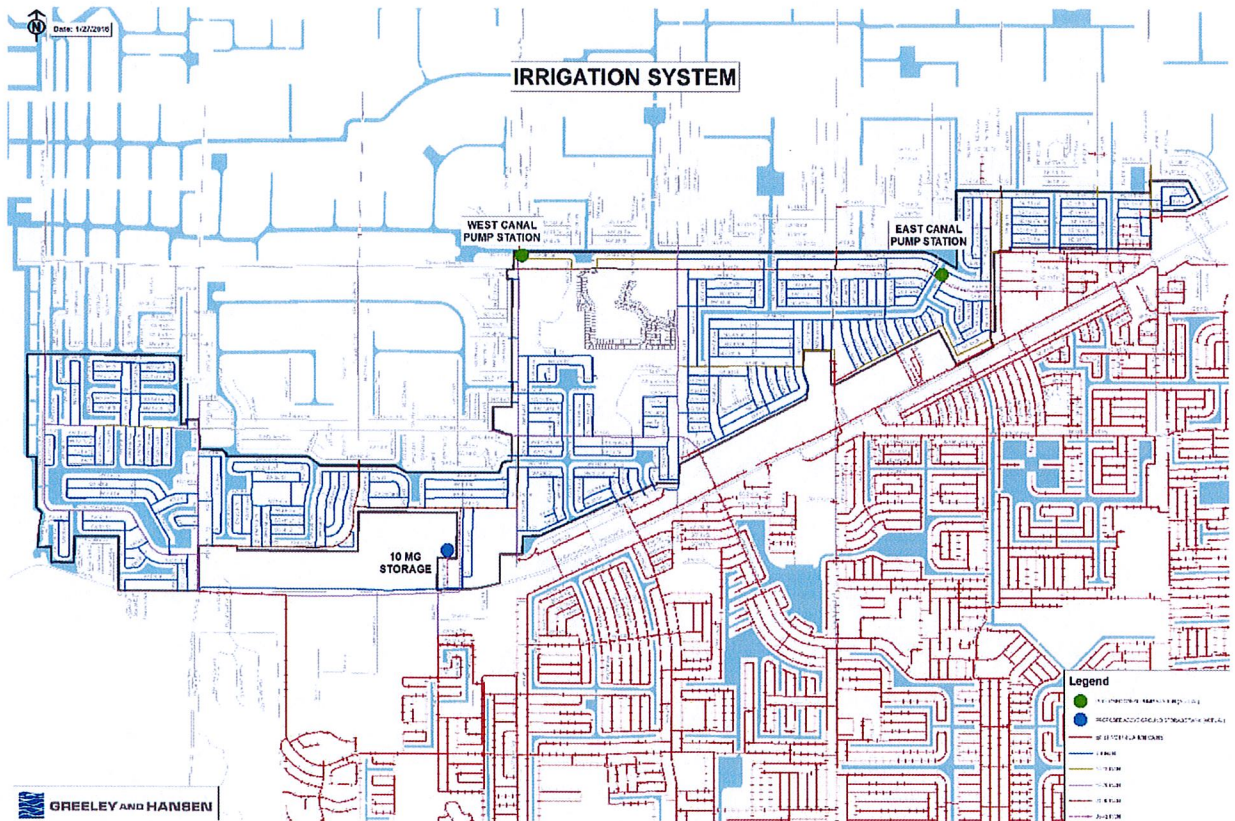
# CITY OF CAPE CORAL PROPOSED UTILITIES EXTENSION- REVISED FY 2015-2019



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0 1.25 2.5 5 Miles

Created 06/18/15 hg



**EXHIBIT “B1”**  
**SUMMARY SCHEDULE OF TASKS AND DELIVERABLES**

Water North 2 Utility Extension Program – Irrigation Canal Pump Station East #10  
City of Cape Coral

- The schedule set forth below is October 1, 2016 to January 31, 2019.
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- Reimbursement Request Packages shall include, but not be limited to, a copy of the **Recipient’s** invoice, signed certification letter for partial payment that the Task(s) is (are) complete per the SOW or that the project is complete per the SOW, copies of vendor invoices, and any other documentation supporting payment. Reimbursement Request Packages shall adequately demonstrate completion of each Task in accordance with Exhibit “A1” the SOW.
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- Total payment by the **District** for all work completed herein *shall not exceed* the amount of \$200,000.00. If the total consideration for this **Agreement** is subject to multi-year funding allocations, funding for each applicable fiscal year will be subject to Governing Board budgetary appropriation. In the event the **District** does not approve funding for any subsequent fiscal year, this **Agreement** shall terminate upon expenditure of the current funding, notwithstanding other provisions in this **Agreement** to the contrary.

<b>Task No.</b>	<b>Deliverable(s)</b>	<b>Invoice Date<sup>1</sup></b>	<b>Report Due Date</b>	<b>District Not-To-Exceed Payment</b>
1	Electronic submittal of final project bid amount and/or vendor estimates for tasks to be completed by January 31, 2019	N/A	Upon Contract Execution <sup>2</sup>	N/A
2	Exhibit "C" – Quarterly Status Report <sup>3</sup>	N/A	December 31, 2016	N/A
3	Exhibit "C" – Quarterly Status Report <sup>3</sup>	N/A	March 31, 2017	N/A
4	Exhibit "C" – Quarterly Status Report <sup>3</sup>	N/A	June 30, 2017	N/A
5	Exhibit "C" – Quarterly Status Report <sup>3</sup>	N/A	September 30, 2017	N/A
6	Exhibit "C" – Quarterly Status Report <sup>3</sup>	N/A	December 31, 2017	N/A
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9	Exhibit "C1" – Monthly Status Report <sup>3</sup>	N/A	September 30, 2018	N/A
10	Exhibit "C1" – Monthly Status Report <sup>3</sup>	N/A	October 31, 2018	N/A
11	Exhibit "C1" – Monthly Status Report <sup>3</sup>	N/A	November 30, 2018	N/A
12	Exhibit "C1" – Monthly Status Report <sup>3</sup>	N/A	December 31, 2018	N/A
13	Construct Canal Pump Station East #10, including excavation, foundation preparation, installation and backfilling of the surface water intake structure. / Reimbursement Request Package	Upon Task Completion	N/A	\$200,000
14	a) Final Reimbursement Request Package (if applicable) b) Project Summary Report (Exhibit "D1")	January 31, 2019	January 31, 2019	N/A
<b>Total District Funding</b>				<b>\$200,000</b>
Current Fiscal Year Construction Cost				\$1,111,000
Total Project Construction Cost				\$12,040,000

<sup>1</sup> If applicable, interim Reimbursement Request Packages shall be submitted upon completion of the task(s) noted above. Reimbursement Request Packages must be submitted on or before January 31, 2019 for reimbursement.

<sup>2</sup> If construction bids and vendor estimates have not been completed upon execution of the **Agreement**, the **Recipient** shall submit this information as soon as it is available to the **District** Project Manager.

<sup>3</sup> Exhibit "C1" (Monthly Status Report) is due within ten (10) days of the due date.

<sup>4</sup> Ineligible costs include, but not limited to, permits, as-builts, videos, early completion bonus, bonds and insurance, etc.

Note: If the project includes well drilling and testing, deliverables must include copies of all hydrogeologic data collected in the course of drilling and testing, in the **District** specified format. An electronic copy of the **District** specified format is available via email. Contact the appropriate **District** Project Manager to request one.

**Exhibit "C1"**  
**Cooperative Funding Program**  
**Alternative Water Supply**  
**Monthly Status Report**

To comply with the AWS Status Report requirements specified in your contract, this form shall be completed and submitted via e-mail to your South Florida Water Management District project manager. Please attach backup documentation (e.g., pictures, drawings, etc.) that will provide an understanding of project construction to date.

Status Report - Monthly ☐ 1 ☐ 2 ☐ 3 ☐ 4 \_\_\_\_\_

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

Name of Person Completing Form \_\_\_\_\_

Contract Number: 4600003495 PO Number: 9500007136

CFP Number: AWS-2016 Proposal Number: LWC-2005

Entity Name: City of Cape Coral

Project Title: Water North 2 Utility Extension Program – Irrigation Canal Pump Station East #10

1. Provide a brief description of project status.

2. What is the overall status of your project (check one)?

☐ On Schedule

☐ Behind Schedule? Explain why. Do you expect the project to be completed on time?

3. Actual Project Construction Cost Information

	Date	Amount
<b>Bid Document</b>		
<b>Final Contract</b> (with Vendor)		
<b>Total Expended to Date</b>		
<b>Change Order(s)</b>		

# Exhibit "C1"

## Cooperative Funding Program

### Alternative Water Supply

### Monthly Status Report

4. Construction Deliverables Status – provide the following information for each deliverable listed in Exhibit "B1" of the contract:

Task No.	Exhibit "B1" Deliverables	Is the Task Complete? Y/N	Estimated Finish Date*	Task Status and Comments
1	Electronic submittal of final project bid amount and/or vendor estimates for tasks to be completed by 1/31/19		Upon contract execution	
2	Exhibit "C" – Quarterly Status Report		12/31/16	
3	Exhibit "C" – Quarterly Status Report		3/31/17	
4	Exhibit "C" – Quarterly Status Report		6/30/17	
5	Exhibit "C" – Quarterly Status Report		9/30/17	
6	Exhibit "C" – Quarterly Status Report		12/31/17	
7	Exhibit "C" – Quarterly Status Report		3/31/18	
8	Exhibit "C" – Quarterly Status Report		6/30/18	
9	Exhibit "C1" – Monthly Status Report		9/30/18	
10	Exhibit "C1" – Monthly Status Report		10/31/18	
11	Exhibit "C1" – Monthly Status Report		11/30/18	
12	Exhibit "C1" – Monthly Status Report		12/31/18	
13	Construct Canal Pump Station East #10, including excavation, foundation preparation, installation and backfilling of the surface water intake structure. / Reimbursement Request Package		Upon Task Completion	
14	a) Final Reimbursement Request Package (if applicable) b) Project Summary Report (Exhibit "D1")		1/31/19	

\* Note that all tasks have to be completed and invoiced by January 31, 2019



**Exhibit "D1"**  
**Cooperative Funding Program**  
**Alternative Water Supply**  
**Final Project Summary Report**

Water North 2 Utility Extension Program –  
Irrigation Canal Pump Station East #10  
**Project Title**

Audrie Goodwin  
**Entity Project Manager**

4600003495 / 9500007136  
**SFWMD Contract/Purchase Order Number**

City of Cape Coral  
**Entity Project Owner**

**Describe Project constructed:** \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_

Type of Alternative Water Supply	Quantity of Water Made Available (MGD) Upon Completion of This Phase		Construction Duration	
	Proposed	Actual	Start	Finish

Cost for this Phase (Phase refers to the current work)		
	Proposed	Actual
Total Construction Cost – this phase	\$1,111,000.00	\$
Funding Breakdown for this Phase		
District funding this phase	\$200,000.00	\$
Local funds	\$911,000.00	\$
Other funding source		
From:	\$	\$
<b>TOTAL</b>	<b>\$1,111,000.00</b>	

**Attach map(s) and photo(s) of project. The District will make payments only to reimburse for work completed between October 1, 2016 and January 31, 2019.**

**To the best of my knowledge, the above information is correct.**

\_\_\_\_\_  
**Chief Financial Officer**

\_\_\_\_\_  
**Project Manager**

RESOLUTION 225 - 18

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CAPE CORAL APPROVING AMENDMENT #1 TO AGREEMENT NO. 4600003495 BETWEEN THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT AND CITY OF CAPE CORAL IN ORDER TO EXTEND THE TERM OF THE AGREEMENT, AMEND THE EXPIRATION DATE, AMEND THE SCOPE OF WORK; AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT AMENDMENT; PROVIDING AN EFFECTIVE DATE.

WHEREAS, on January 9, 2017, the City Council adopted Resolution 9-17, approving South Florida Water Management District Cooperative Funding Program Agreement #4600003495 between the City of Cape Coral and the South Florida Water Management District (SFWMD) for funds for the "Water North 2 Utility Extension Program - Irrigation Canal Pump Station East #10"; and

WHEREAS, the Agreement expires October 31, 2018; and

WHEREAS, City staff has requested a 120-day extension of the terms of the Agreement and an amendment to the scope of work to revise the deliverables to include only the surface water intake structure components; and

WHEREAS, Amendment No. 1 to Agreement No. 4600003495 extends the term of the Agreement by four (4) months, extends the expiration date to February 28, 2019, and amends the project scope of work to revise the deliverables to include only the surface water intake structure components; and

WHEREAS, the City Council desires to approve Amendment No. 1 to Agreement No. 4600003495 Between the South Florida Water Management District and the City of Cape Coral, attached hereto as Exhibit 1.

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

Section 1. The City Council hereby approves Amendment No. 1 to Agreement No. 4600003495 Between the South Florida Water Management District and the City of Cape Coral and authorizes the Mayor to execute the Amendment, attached hereto as Exhibit 1.

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

ADOPTED BY THE CITY COUNCIL OF THE CITY OF CAPE CORAL AT ITS SPECIAL 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:

  
\_\_\_\_\_  
DOLORES D. MENENDEZ  
CITY ATTORNEY

res\Amendment to SFWMD Cooperative Funding Program Agreement-  
Canal Pump Station



# **SOUTH FLORIDA WATER MANAGEMENT DISTRICT AMENDMENT**

**4600003495-A1**

## **AMENDMENT NO. 1**

**TO AGREEMENT NO. 4600003495**

**BETWEEN THE**

**SOUTH FLORIDA WATER MANAGEMENT DISTRICT**

**AND**

**CITY OF CAPE CORAL**

This **AMENDMENT NO. 1**, is entered into on \_\_\_\_\_ to that Agreement dated October 1, 2016, between "the Parties," the South Florida Water Management District (DISTRICT), and City of Cape Coral (Recipient).

### **Background**

1. The Governing Board of the District, at its September 8, 2016 meeting, approved entering into this Agreement with the Parties.

2. The term of the Agreement is twenty-five (25) months.

3. The Parties wish to amend the Agreement to extend the period of performance, revise the Statement of Work, Payment and Deliverable Schedule, Quarterly Status Report, and Final Project Summary Report of the Agreement.

### **Terms and Conditions**

4. The term of the Agreement is hereby extended by four (4) months and the expiration date, as amended, is February 28, 2019. This **AMENDMENT NO. 1** shall be effective upon the date of execution by the Parties.

5. This **AMENDMENT NO. 1** shall be at no additional cost to the **DISTRICT**.

6. The Statement of Work, attached as Exhibit "A" to the Agreement, is hereby amended by revising the Scope of Work and Work Breakdown Structure as set forth in Exhibit "A1", attached hereto and made a part of this **AMENDMENT NO. 1**.



## SOUTH FLORIDA WATER MANAGEMENT DISTRICT AMENDMENT

7. The Payment and Deliverable Schedule is also hereby revised in accordance with Exhibit "B1", attached hereto and made a part of this **AMENDMENT NO. 1**.
8. Exhibit "C" (Quarterly Status Report) is also hereby revised in accordance with Exhibit "C1" (Monthly Status Report) attached hereto and made a part of this **AMENDMENT NO. 1**.
9. Exhibit "D" (Final Project Summary Report) is also hereby revised in accordance with Exhibit "D1", attached hereto and made a part of this **AMENDMENT NO. 1**.
10. All other terms and conditions of the Agreement remain unchanged.

IN WITNESS WHEREOF, the Parties or their duly authorized representatives hereby execute this **AMENDMENT NO. 1** on the date first written above.

### SOUTH FLORIDA WATER MANAGEMENT DISTRICT

By:

\_\_\_\_\_  
**Dorothy A. Bradshaw, Director**  
Administrative Services Division

SFWMD PROCUREMENT APPROVED

BY:

DATE:

*Se [Signature]*  
*9/20/18*  
*[Signature]*

### CITY OF CAPE CORAL

By: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT “A1”  
STATEMENT OF WORK**

**Water North 2 Utility Extension Program – Irrigation Canal Pump Station East #10  
City of Cape Coral**

**A. INTRODUCTION/BACKGROUND**

The City of Cape Coral (City or Recipient) owns and operates an irrigation water supply and distribution system that supplies non-potable water to properties within City properties. There are two Water Reclamation Facilities (WRFs) that supply reclaimed water for the irrigation system. Additionally, there are five freshwater canal pump stations and five ground water storage tanks that provide a primary source of water for the irrigation system.

This application is for the Irrigation Canal Pump Station East #10 in the North 2 Utilities Extension Project (UEP) irrigation system. This canal pump station has a capacity of 7 million gallons per day (mgd). As there is an insufficient supply of reclaimed water, the City has historically utilized surface water from the City’s freshwater canals to augment the supply. Due to the expansion of the City’s service to the Southwest 6&7 service area and the North 2 area, there is a need for an additional canal pump station to assist with the supplemental supply of canal water. This project consists of the construction of a canal pump station that will allow water to be withdrawn from the freshwater canal system and to be pumped into the irrigation transmission and distribution system. The City’s permit only allows the City to pump the canals down to a pre-determined level and when this level is exceeded, the pump stations must be shut down due to lack of sufficient water levels and supply. This project will allow for a new canal pump station to be placed in an area that will allow for more water to be withdrawn without impacting the drawdown levels of the existing stations in other basins or canal systems.

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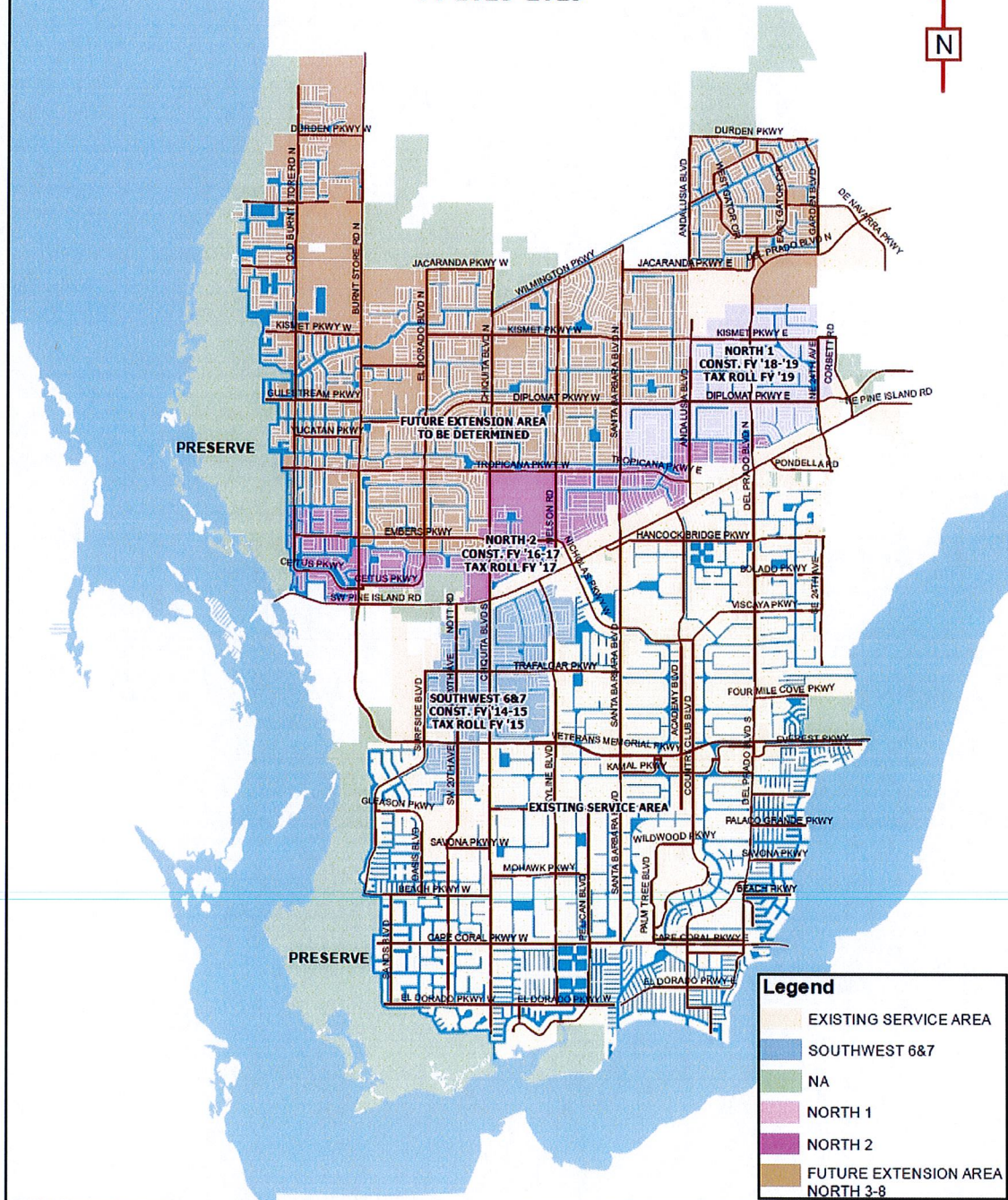
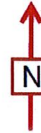
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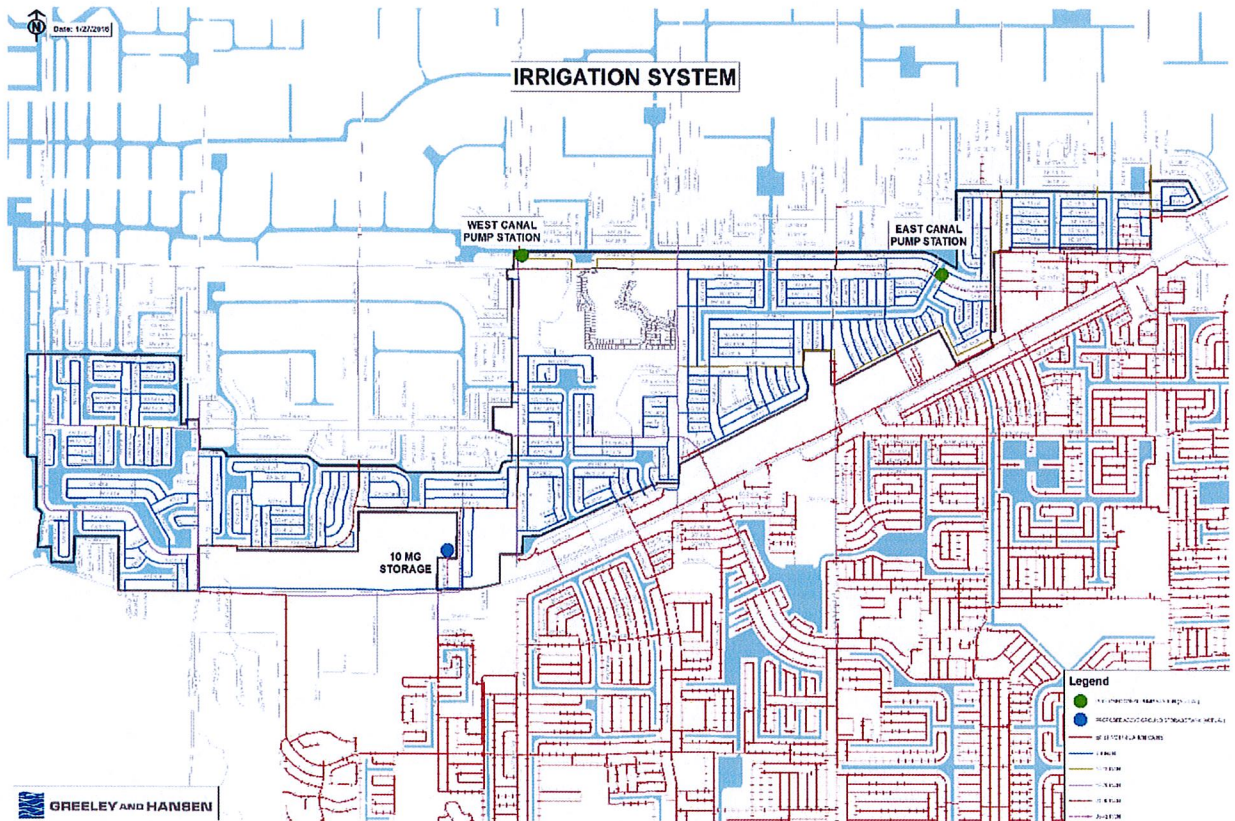
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City of Cape Coral

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- Reimbursement Request Packages shall include, but not be limited to, a copy of the **Recipient’s** invoice, signed certification letter for partial payment that the Task(s) is (are) complete per the SOW or that the project is complete per the SOW, copies of vendor invoices, and any other documentation supporting payment. Reimbursement Request Packages shall adequately demonstrate completion of each Task in accordance with Exhibit “A1” the SOW.
- The **District** shall only be obligated to pay for documented actual construction<sup>4</sup> costs within the not-to-exceed amounts specified below. In the event actual construction costs by the **Recipient** are less than the not-to-exceed amount for a particular Task, the **Recipient** shall have the right to apply the unexpended balance toward another Task, unless the total current fiscal year construction cost has decreased. The **Recipient** shall provide prior written notice of its decision to exercise this right to the **District** Project Manager. If the **Recipient** does not exercise this right, the **Recipient** agrees to amend the contract to revise the approved funding consistent with the original percentage to the lower construction cost. In *no event* shall the **District's** total obligation exceed the amount specified below for the total **Agreement**; however, an actual construction cost less than the estimated construction cost *may* result in a reduced final payment. The **Recipient** is responsible for any additional funds either through local revenues, grants, other appropriations, and/or other funding sources.
- Total payment by the **District** for all work completed herein *shall not exceed* the amount of \$200,000.00. If the total consideration for this **Agreement** is subject to multi-year funding allocations, funding for each applicable fiscal year will be subject to Governing Board budgetary appropriation. In the event the **District** does not approve funding for any subsequent fiscal year, this **Agreement** shall terminate upon expenditure of the current funding, notwithstanding other provisions in this **Agreement** to the contrary.

<b>Task No.</b>	<b>Deliverable(s)</b>	<b>Invoice Date<sup>1</sup></b>	<b>Report Due Date</b>	<b>District Not-To-Exceed Payment</b>
1	Electronic submittal of final project bid amount and/or vendor estimates for tasks to be completed by January 31, 2019	N/A	Upon Contract Execution <sup>2</sup>	N/A
2	Exhibit "C" – Quarterly Status Report <sup>3</sup>	N/A	December 31, 2016	N/A
3	Exhibit "C" – Quarterly Status Report <sup>3</sup>	N/A	March 31, 2017	N/A
4	Exhibit "C" – Quarterly Status Report <sup>3</sup>	N/A	June 30, 2017	N/A
5	Exhibit "C" – Quarterly Status Report <sup>3</sup>	N/A	September 30, 2017	N/A
6	Exhibit "C" – Quarterly Status Report <sup>3</sup>	N/A	December 31, 2017	N/A
7	Exhibit "C" – Quarterly Status Report <sup>3</sup>	N/A	March 31, 2018	N/A
8	Exhibit "C" – Quarterly Status Report <sup>3</sup>	N/A	June 30, 2018	N/A
9	Exhibit "C1" – Monthly Status Report <sup>3</sup>	N/A	September 30, 2018	N/A
10	Exhibit "C1" – Monthly Status Report <sup>3</sup>	N/A	October 31, 2018	N/A
11	Exhibit "C1" – Monthly Status Report <sup>3</sup>	N/A	November 30, 2018	N/A
12	Exhibit "C1" – Monthly Status Report <sup>3</sup>	N/A	December 31, 2018	N/A
13	Construct Canal Pump Station East #10, including excavation, foundation preparation, installation and backfilling of the surface water intake structure. / Reimbursement Request Package	Upon Task Completion	N/A	\$200,000
14	a) Final Reimbursement Request Package (if applicable) b) Project Summary Report (Exhibit "D1")	January 31, 2019	January 31, 2019	N/A
<b>Total District Funding</b>				<b>\$200,000</b>
Current Fiscal Year Construction Cost				\$1,111,000
Total Project Construction Cost				\$12,040,000

<sup>1</sup> If applicable, interim Reimbursement Request Packages shall be submitted upon completion of the task(s) noted above. Reimbursement Request Packages must be submitted on or before January 31, 2019 for reimbursement.

<sup>2</sup> If construction bids and vendor estimates have not been completed upon execution of the **Agreement**, the **Recipient** shall submit this information as soon as it is available to the **District** Project Manager.

<sup>3</sup> Exhibit "C1" (Monthly Status Report) is due within ten (10) days of the due date.

<sup>4</sup> Ineligible costs include, but not limited to, permits, as-builts, videos, early completion bonus, bonds and insurance, etc.

Note: If the project includes well drilling and testing, deliverables must include copies of all hydrogeologic data collected in the course of drilling and testing, in the **District** specified format. An electronic copy of the **District** specified format is available via email. Contact the appropriate **District** Project Manager to request one.

**Exhibit "C1"**  
**Cooperative Funding Program**  
**Alternative Water Supply**  
**Monthly Status Report**

To comply with the AWS Status Report requirements specified in your contract, this form shall be completed and submitted via e-mail to your South Florida Water Management District project manager. Please attach backup documentation (e.g., pictures, drawings, etc.) that will provide an understanding of project construction to date.

Status Report - Monthly ☐ 1 ☐ 2 ☐ 3 ☐ 4 \_\_\_\_\_

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

Name of Person Completing Form \_\_\_\_\_

Contract Number: 4600003495 PO Number: 9500007136

CFP Number: AWS-2016 Proposal Number: LWC-2005

Entity Name: City of Cape Coral

Project Title: Water North 2 Utility Extension Program – Irrigation Canal Pump Station East #10

1. Provide a brief description of project status.

2. What is the overall status of your project (check one)?

☐ On Schedule

☐ Behind Schedule? Explain why. Do you expect the project to be completed on time?

3. Actual Project Construction Cost Information

	Date	Amount
<b>Bid Document</b>		
<b>Final Contract</b> (with Vendor)		
<b>Total Expended to Date</b>		
<b>Change Order(s)</b>		

# Exhibit "C1"

## Cooperative Funding Program

### Alternative Water Supply

### Monthly Status Report

4. Construction Deliverables Status – provide the following information for each deliverable listed in Exhibit "B1" of the contract:

Task No.	Exhibit "B1" Deliverables	Is the Task Complete? Y/N	Estimated Finish Date*	Task Status and Comments
1	Electronic submittal of final project bid amount and/or vendor estimates for tasks to be completed by 1/31/19		Upon contract execution	
2	Exhibit "C" – Quarterly Status Report		12/31/16	
3	Exhibit "C" – Quarterly Status Report		3/31/17	
4	Exhibit "C" – Quarterly Status Report		6/30/17	
5	Exhibit "C" – Quarterly Status Report		9/30/17	
6	Exhibit "C" – Quarterly Status Report		12/31/17	
7	Exhibit "C" – Quarterly Status Report		3/31/18	
8	Exhibit "C" – Quarterly Status Report		6/30/18	
9	Exhibit "C1" – Monthly Status Report		9/30/18	
10	Exhibit "C1" – Monthly Status Report		10/31/18	
11	Exhibit "C1" – Monthly Status Report		11/30/18	
12	Exhibit "C1" – Monthly Status Report		12/31/18	
13	Construct Canal Pump Station East #10, including excavation, foundation preparation, installation and backfilling of the surface water intake structure. / Reimbursement Request Package		Upon Task Completion	
14	a) Final Reimbursement Request Package (if applicable) b) Project Summary Report (Exhibit "D1")		1/31/19	

\* Note that all tasks have to be completed and invoiced by January 31, 2019



**Exhibit "D1"**  
**Cooperative Funding Program**  
**Alternative Water Supply**  
**Final Project Summary Report**

Water North 2 Utility Extension Program –  
Irrigation Canal Pump Station East #10  
**Project Title**

Audrie Goodwin  
**Entity Project Manager**

4600003495 / 9500007136  
**SFWMD Contract/Purchase Order Number**

City of Cape Coral  
**Entity Project Owner**

**Describe Project constructed:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Type of Alternative Water Supply	Quantity of Water Made Available (MGD) Upon Completion of This Phase		Construction Duration	
	Proposed	Actual	Start	Finish

Cost for this Phase (Phase refers to the current work)		
	Proposed	Actual
Total Construction Cost – this phase	\$1,111,000.00	\$
Funding Breakdown for this Phase		
District funding this phase	\$200,000.00	\$
Local funds	\$911,000.00	\$
Other funding source		
From:	\$	\$
<b>TOTAL</b>	<b>\$1,111,000.00</b>	

**Attach map(s) and photo(s) of project. The District will make payments only to reimburse for work completed between October 1, 2016 and January 31, 2019.**

**To the best of my knowledge, the above information is correct.**

\_\_\_\_\_  
**Chief Financial Officer**

\_\_\_\_\_  
**Project Manager**

<b>Item Number:</b>	A.(1)
<b>Meeting Date:</b>	10/1/2018
<b>Item Type:</b>	<b>ORDINANCES/RESOLUTIONS - Public Hearings</b>

**AGENDA  
REQUEST FORM  
CITY OF CAPE  
CORAL**



**TITLE:**

Ordinance 65-18 Public Hearing

**REQUESTED ACTION:**

Approve or Deny

**STRATEGIC PLAN INFO:**

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

2. Is this a Strategic Decision?

If Yes, Priority Goals Supported are listed below.

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

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

**SUMMARY EXPLANATION AND BACKGROUND:**

An ordinance approving and granting to Florida Governmental Utility Authority a Utility Easement to survey, construct, operate, maintain, repair, remove, replace or abandon a 16-inch irrigation main and associated valving and telemetry facilities in, along, under, above and upon property owned by the City that is in the area of the Del Prado Irrigation Storage Tank; authorizing and directing the Mayor to execute the Easement.

**LEGAL REVIEW:**

John E. Naclerio III, Assistant City Attorney

**EXHIBITS:**

Ordinance 65-18

Location Map

**PREPARED BY:**

Division- Department- City Attorney

**SOURCE OF ADDITIONAL INFORMATION:**

Dawn Andrews, Property Broker

ATTACHMENTS:

Description	Type
▯ Ordinance 65-18	Ordinance
▯ Location Map	Backup Material

AN ORDINANCE APPROVING AND GRANTING TO FLORIDA GOVERNMENTAL UTILITY AUTHORITY A UTILITY EASEMENT TO SURVEY, CONSTRUCT, OPERATE, MAINTAIN, REPAIR, REMOVE, REPLACE OR ABANDON A 16-INCH IRRIGATION MAIN AND ASSOCIATED VALVING AND TELEMETRY FACILITIES IN, ALONG, UNDER, ABOVE AND UPON PROPERTY OWNED BY THE CITY THAT IS IN THE AREA OF THE DEL PRADO IRRIGATION STORAGE TANK, AS MORE PARTICULARLY DESCRIBED HEREIN; AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE THE EASEMENT; A COPY OF THE EASEMENT IS ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE; PROVIDING SEVERABILITY AND AN EFFECTIVE DATE.

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

Section 1. The City Council hereby approves and grants to Florida Governmental Utility Authority a perpetual non-exclusive Utility Easement to survey, construct, operate, maintain, repair, remove, replace or abandon a 16-inch irrigation main and associated valving and telemetry facilities in, along, under, above and upon property owned by the City that is in the area of the Del Prado Irrigation Storage Tank, as more particularly described as follows:

A 15' WIDE STRIP OF LAND FOR UTILITY PURPOSES LYING IN THE NORTHEAST QUARTER (1/4) OF SECTION 21, TOWNSHIP 43 SOUTH, RANGE 24 EAST, BEING PART OF TRACT 2, BLOCK 8052 OF ENTRADA SUBDIVISION RECORDED IN INSTRUMENT NUMBER 2006000409641 IN THE PUBLIC RECORDS OF LEE COUNTY FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

1. COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT 2 THENCE RUN S01°21'35"W ALONG THE EAST LINE OF SAID TRACT 2 FOR 134.83 FEET TO THE POINT OF BEGINNING.
2. FROM SAID POINT OF BEGINNING CONTINUE ALONG SAID EAST LINE S01°21'35"W FOR 15.00 FEET
3. THENCE DEPARTING SAID EAST LINE RUN N89°57'47"W FOR 42.02 FEET
4. THENCE RUN S01°21'28"W FOR 12.71 FEET
5. THENCE RUN S74°19'34"W FOR 119.81 FEET TO THE WESTERLY LINE OF SAID TRACT 2
6. THENCE RUN N26°04'30"W ALONG SAID WESTERLY LINE FOR 15.25 FEET
7. THENCE DEPARTING SAID WESTERLY LINE RUN N74°19'34"E FOR 111.47 FEET
8. THENCE RUN N01°21'28"E FOR 16.27 FEET
9. THENCE RUN S89°57'47"E FOR 57.02 FEET TO THE POINT OF BEGINNING. PARCEL CONTAINS 2,694 SQUARE FEET (0.061 ACRES) MORE OR LESS.

A copy of the Utility Easement is attached hereto and incorporated herein by reference.

Section 2. The Mayor is hereby authorized and directed to execute the Utility Easement, a copy which is attached hereto and incorporated herein by reference.

Section 3. 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 4. Effective Date. This ordinance shall take effect immediately upon its adoption by the Cape Coral City Council.

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

---

JOE COVIELLO, MAYOR

VOTE OF MAYOR AND COUNCILMEMBERS:

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

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

\_\_\_\_\_  
REBECCA VAN DEUTEKOM  
CITY CLERK

APPROVED AS TO FORM:

  
\_\_\_\_\_  
JOHN E. NACLERIO III  
ASSISTANT CITY ATTORNEY  
ord\Utility Easement-FGUA Irrigation Storage Tank

## UTILITY EASEMENT

**T**his Grant of Easement, made this \_\_\_\_\_ day of \_\_\_\_\_, 2018 by and between the **CITY OF CAPE CORAL**, a Florida municipal corporation, whose address is c/o Real Estate, P.O. Box 150027, Cape Coral, FL 33915-0027 as "Grantor", and the **FLORIDA GOVERNMENTAL UTILITY AUTHORITY**, a legal entity and public body created by interlocal agreement and pursuant to section 163.01(7) Florida Statutes, with its Operations Offices located at 280 Wekiva Springs Road, Suite 2070, Longwood, Florida, 32779, as "Grantee".

**WITNESSETH** that said Grantor, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted and conveyed to the said Grantee, and Grantee's successors and assigns forever, a perpetual non-exclusive easement to survey, construct, operate, maintain, repair, remove, replace or abandon a 16-inch irrigation main and associated valving and telemetry facilities, in, along, under, above and upon the following described land, situate, lying and being in Lee County, Florida, to wit:

A parcel of land 15.00 foot wide for utility purposes lying in the Northeast Quarter (1/4) of Section 21, Township 43 South, Range 24 East, being part of Tract 2, Block 8052 of Entrada Subdivision, recorded in Instrument Number 2006000409641 in the Public Records of Lee County, Florida, being more particularly described in Exhibit "A", which is attached hereto and incorporated herein by reference.

Reserving unto the Grantor, its successors and assigns forever, the right to construct, maintain, install, operate and place upon the "Easement Area" described herein, any surface improvements, excluding buildings, to include but not be limited to, sidewalks, curbing, parking, driveways, landscaping provided that such does not unreasonably interfere with the 16-inch irrigation main and associated telemetry facilities constructed within said easement. Grantee, its successors and assigns, agrees to assume all liability for any damage to any surface improvements constructed by Grantor within the above easement, which result from the actions of the Grantee, including but not limited to any construction, maintenance or repairs to said irrigation main and associated telemetry facilities located within the above described easement.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

By the execution hereof, Grantor covenants that it has the right to convey this easement and that the Grantee and its successors and assigns shall have quiet and peaceful possession, use and enjoyment of this easement and the rights granted hereby.

**In Witness** Whereof, Grantor has hereunto set its hand the day and year first above written.

**City of Cape Coral, a Florida  
Municipal corporation**

\_\_\_\_\_  
Witness - Signature

\_\_\_\_\_  
Joe Coviello, Mayor

\_\_\_\_\_  
Witness - Print or Type Name

\_\_\_\_\_  
Witness - Signature

\_\_\_\_\_  
Witness - Print or Type Name

**APPROVED AS TO FORM:**

BY:  1/10/18  
City Attorney's Office

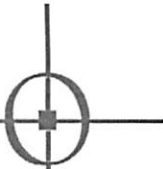
STATE OF: \_\_\_\_\_ §

COUNTY OF: \_\_\_\_\_ §

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day \_\_\_\_\_, 2018 by **Joe Coviello, Mayor of the City of Cape Coral a Florida municipal corporation**, who is personally known by me.

\_\_\_\_\_  
Notary Signature  
Print Name: \_\_\_\_\_  
(seal)

Prepared by:  
CITY OF CAPE CORAL  
P.O. BOX 150027  
CAPE CORAL, FLORIDA 33915-0027  
STRAP: 21-43-24-C2-00902.0100



MAY 21, 2018

**EXHIBIT 'A' - LEGAL DESCRIPTION**

A 15' WIDE STRIP OF LAND FOR UTILITY PURPOSES LYING IN THE NORTHEAST QUARTER (1/4) OF SECTION 21, TOWNSHIP 43 SOUTH, RANGE 24 EAST, BEING PART OF TRACT 2, BLOCK 8052 OF ENTRADA SUBDIVISION RECORDED IN INSTRUMENT NUMBER 2006000409641 IN THE PUBLIC RECORDS OF LEE COUNTY FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

1. COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT 2 THENCE RUN S01°21'35"W ALONG THE EAST LINE OF SAID TRACT 2 FOR 134.83 FEET TO THE POINT OF BEGINNING.
2. FROM SAID POINT OF BEGINNING CONTINUE ALONG SAID EAST LINE S01°21'35"W FOR 15.00 FEET
3. THENCE DEPARTING SAID EAST LINE RUN N89°57'47"W FOR 42.02 FEET
4. THENCE RUN S01°21'28"W FOR 12.71 FEET
5. THENCE RUN S74°19'34"W FOR 119.81 FEET TO THE WESTERLY LINE OF SAID TRACT 2
6. THENCE RUN N26°04'30"W ALONG SAID WESTERLY LINE FOR 15.25 FEET
7. THENCE DEPARTING SAID WESTERLY LINE RUN N74°19'34"E FOR 111.47 FEET
8. THENCE RUN N01°21'28"E FOR 16.27 FEET
9. THENCE RUN S89°57'47"E FOR 57.02 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 2,694 SQUARE FEET (0.061 ACRES) MORE OR LESS.

SHEET 1 OF 2  
NOT VALID WITHOUT SHEET 2 OF 2

2122 Johnson Street ■ Fort Myers, Florida 33901  
(239) 334-0046 ■ Fax (239) 334-3661

FTMS01\Drawings\2018\20181020-001\Surveying\Drawings\S&D\20181020-001\_S&D.dwg

POINT OF COMMENCEMENT  
NORTHEAST CORNER OF TRACT 2, BLOCK 8050  
ENTRADA SUBDIVISION (INSTRUMENT NUMBER 2006000409641)

DEL PRADO BLVD

214324C20090200CE  
CRIMSON ENTRADA HOLDINGS LLC  
ENTRADA C/E  
2013000225476

22432401000010040  
SPEEDWAY LLC  
INST 2014000121702

EASTERLY LINE  
OF TRACT 2

BASIS OF BEARING  
S01°21'35"W 134.83'

S89°57'47"E 57.02'

N01°21'28"E 16.27'

POINT OF  
BEGINNING

WESTERLY LINE  
OF TRACT 2

N74°19'34"E 111.47'

S01°21'35"W 15.00'

100' LCEC EASEMENT  
OR. 3747, PG. 2000

N26°04'30"W  
15.25'

214324C2009MF0010  
HARBOUR DEVELOPMENT  
GROUP INC  
ENTRADA TRACT MF1  
ORB 4787/1878

PART OF TRACT 2, BLOCK 8050  
ENTRADA SUBDIVISION  
(INSTRUMENT NUMBER 2006000409641)

214324C20090201CE  
CITY OF CAPE CORAL  
ENTRADA C/E  
ORB 3765/0258

N89°57'47"W 42.02'  
S01°21'28"W 12.71'

S74°19'34"W 119.81'

#### NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE PLAT OF ENTRADA SUBDIVISION, INSTRUMENT NUMBER 2006000409641, PUBLIC RECORD OF LEE COUNTY, FLORIDA, WHEREIN THE EASTERLY LINE OF TRACT 2, BLOCK 8050 BEARS S01°21'35"W.
2. THIS SKETCH DOES NOT MAKE ANY REPRESENTATION AS TO ZONING OR DEVELOPMENT RESTRICTIONS ON THE SUBJECT PARCEL.
3. PARCEL CONTAINS 2,694 SQUARE FEET (0.061 ACRES) MORE OR LESS.
4. NOT VALID WITH OUT LEGAL DESCRIPTION, SEE SHEET 1 OF 2.

THIS IS NOT A SURVEY

KEVIN M. RISCASSI (FOR THE FIRM LB-642)  
PROFESSIONAL SURVEYOR AND MAPPER  
FLORIDA CERTIFICATE NO. 6433

DATE SIGNED: \_\_\_\_\_  
NOT VALID WITHOUT THE SIGNATURE AND THE  
ORIGINAL RAISED SEAL OF A FLORIDA LICENSED  
SURVEYOR AND MAPPER.



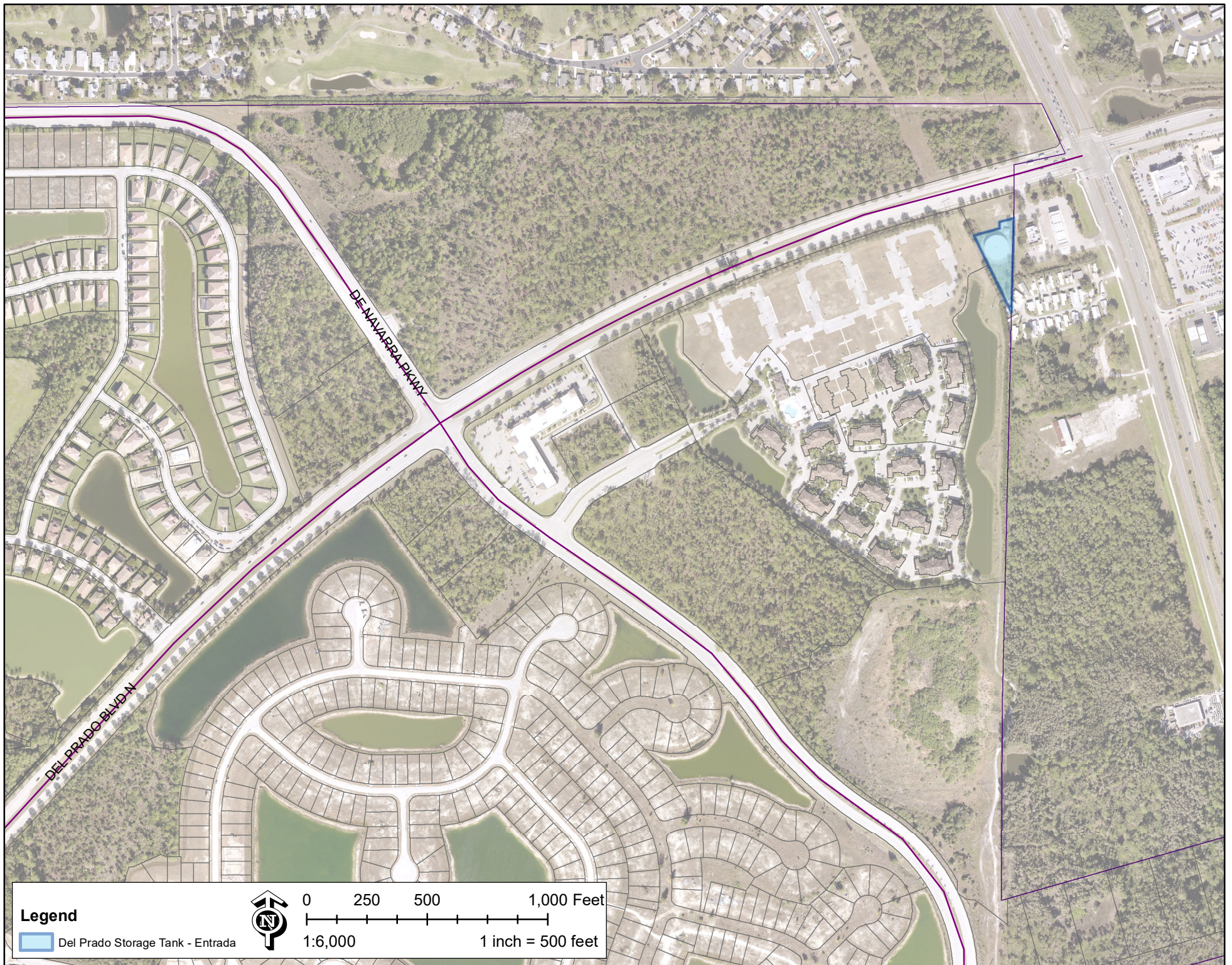
0 12.5 25 50  
(INTENDED DISPLAY SCALE: 1"=50')

**JOHNSON**  
ENGINEERING

JOHNSON ENGINEERING, INC.  
2122 JOHNSON STREET  
P.O. BOX 1550  
FORT MYERS, FLORIDA 33902-1550  
PHONE: (239) 334-0046  
FAX: (239) 334-3661  
E.B. #642 & L.B. #642

Exhibit "A" - Sketch to Accompany Description  
15' Wide Utility Easement

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
May 21, 2018	20181020-001	21-43-24	As Shown	2 of 2



<b>Item Number:</b>	A.(2)
<b>Meeting Date:</b>	10/1/2018
<b>Item Type:</b>	ORDINANCES/RESOLUTIONS - Public Hearings

**AGENDA  
REQUEST FORM**  
CITY OF CAPE  
CORAL



**TITLE:**

Ordinance 66-18 (PDP 18-0004\*) Public Hearing

**REQUESTED ACTION:**

Approve or Deny

**STRATEGIC PLAN INFO:**

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

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

**Hearing Examiner Recommendation:** The Hearing Examiner recommends approval of the Project, subject to the terms and conditions set forth in PDP HEX Recommendation 4-2018.

**Staff Recommendation:** Staff recommends approval.

**SUMMARY EXPLANATION AND BACKGROUND:**

An ordinance amending Ordinance 112-03, approving a Planned Development Project entitled "Houlihans Restaurant and Office Building" for certain property described as Lots 12-20 and 52-62, Unit 44, Block 1699; property located at 627 & 629 Cape Coral Parkway West and 620 SW 47th Terrace; renaming the project "Duffy's Parking Lot Expansion"; expanding the project area by 20,000 square feet; rezoning Lots 19-20 and 52-53, Block 1699, Unit 44, from Professional Office (P-1) to Pedestrian Commercial (C-1); expanding a previously approved deviation from the Engineering and Design Standards, Sheet E-1, in order to allow a parking lot design where vehicles may back onto a public right-of-way; granting development plan approval.

**LEGAL REVIEW:**

John E. Naclerio III

**EXHIBITS:**

Ordinance 66-18  
Back Up material from HEX Hearing  
Hearing Examiner Recommendation Order  
Staff Presentation - Public Hearing - updated

**PREPARED BY:**

Division- Department- City  
Attorney

**SOURCE OF ADDITIONAL INFORMATION:**

Justin Heller, Planner

**ATTACHMENTS:**

Description	Type
▣ Ordinance 66-18 (PDP 18-0004)	Ordinance
▣ Back up material from HEX Hearing	Backup Material
▣ Hearing Examiner Recommendation Order	Backup Material
▣ Staff Presentation - Public Hearing - updated	Backup Material

ORDINANCE 66 - 18

A PROJECT AMENDING ORDINANCE 112-03, APPROVING A PLANNED DEVELOPMENT PROJECT IN THE CITY OF CAPE CORAL, FLORIDA ENTITLED "HOULIHANS RESTAURANT AND OFFICE BUILDING" FOR CERTAIN PROPERTY DESCRIBED AS LOTS 12-20 AND 52-62, UNIT 44, BLOCK 1699, AS MORE PARTICULARLY DESCRIBED HEREIN; PROPERTY LOCATED AT 627 & 629 CAPE CORAL PARKWAY WEST AND 620 SW 47TH TERRACE; RENAMING THE PROJECT "DUFFY'S PARKING LOT EXPANSION"; EXPANDING THE PROJECT AREA BY 20,000 SQUARE FEET TO INCLUDE LOTS 19-20 AND 52-53, BLOCK 1699, UNIT 44; REZONING LOTS 19-20 AND 52-53, BLOCK 1699, UNIT 44, FROM PROFESSIONAL OFFICE (P-1) TO PEDESTRIAN COMMERCIAL (C-1); EXPANDING A PREVIOUSLY APPROVED DEVIATION FROM THE ENGINEERING AND DESIGN STANDARDS, SHEET E-1, IN ORDER TO ALLOW A PARKING LOT DESIGN WHERE VEHICLES MAY BACK ONTO A PUBLIC RIGHT-OF-WAY (ALLEY); GRANTING DEVELOPMENT PLAN APPROVAL PURSUANT TO SECTION 4.2 OF THE CITY OF CAPE CORAL LAND USE AND DEVELOPMENT REGULATIONS; PROVIDING FOR FINDINGS OF FACT AND CONCLUSIONS OF LAW; PROVIDING FOR ACTION ON REQUEST AND CONDITIONS OF APPROVAL; PROVIDING FOR LEGAL EFFECT AND LIMITATIONS OF THIS PDP DEVELOPMENT ORDER AND ADMINISTRATIVE REQUIREMENTS; PROVIDING SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, an application from Cape Coral Parkway, LLC, has been received requesting approval of an amendment of the Planned Development Project (PDP) for "Houlihans Restaurant and Office Building"; requesting renaming the project to "Duffy's Parking Lot Expansion"; requesting adding Lots 19-20 and 52-53, Block 1699 to the project area; requesting the rezoning of Lots 19-20 and 52-53, Block 1699, from Professional Office (P-1) to Pedestrian Commercial (C-1); and requesting an expansion of a previously approved deviation from the Engineering and Design Standards, Sheet E-1, in order to allow a parking lot design where vehicles may back onto a public right-of-way (alley); and

WHEREAS, the request has been reviewed by the Hearing Examiner; and

WHEREAS, the City Council has considered the recommendations of the Hearing Examiner.

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

**SECTION I. PDP APPROVAL, EXPANSION OF THE PROJECT AREA, DEVIATION, REZONING.**

Having reviewed the application requesting approval of a Planned Development Project amendment for "Houlihans Restaurant and Office Building," renaming the project to "Duffy's Parking Lot Expansion" PDP; expanding the project area by 20,000 square feet to include Lots 19-20 and 52-53; requesting rezoning of Lots 19-20 and 52-53, Block 1699, from Professional Office (P-1) to Pedestrian Commercial (C-1); expanding a previously approved deviation from the Engineering and Design Standards, Sheet E-1, in order to allow a parking lot design where vehicles may back onto a public right-of-way (alley); and having considered the recommendations of the Hearing Examiner, does hereby grant the aforesaid PDP approval. Approval of the PDP shall be subject to the terms and conditions set forth below.

**SECTION II. FINDING OF FACT/CONCLUSION OF LAW**

- A. The "Duffy's Parking Lot Expansion" development is a Commercial Planned Development Project (PDP). This development consists of 2.3 acres of land located at 627 & 629 Cape Coral Parkway West and 620 SW 47th Terrace. The development will contain 20,000 square feet square feet of new uses. The newly incorporated lots will be improved with additional parking to serve the existing restaurant and office uses on the site.
- B. The name(s) of the legal and equitable owner(s) are Cape Coral Parkway, LLC.

- C. The legal description of the property subject to the extant PDP Development Order is as follows:
- LOTS 12 THROUGH 18, BLOCK 1699, CAPE CORAL UNIT 44, PART 1; RECORDED IN PLAT BOOK 21 AT PAGES 113-121 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.
- LOTS 54 THROUGH 62, BLOCK 1699, CAPE CORAL UNIT 44; RECORDED IN PLAT BOOK 21 AT PAGES 104-112 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.
- D. The legal description of the two properties that are being added to the extant PDP project area is as follows:
- LOTS 19 AND 20, BLOCK 1699, CAPE CORAL UNIT 44, PART 1; RECORDED IN PLAT BOOK 21 AT PAGES 113-121 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.
- LOTS 52 AND 53, BLOCK 1699, CAPE CORAL UNIT 44; RECORDED IN PLAT BOOK 21 AT PAGES 104-112 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.
- E. The legal description for the 2.3-acre project area that includes all lands governed by this PDP amendment is as Follows:
- LOTS 12 THROUGH 20, BLOCK 1699, CAPE CORAL UNIT 44, PART 1; RECORDED IN PLAT BOOK 21 AT PAGES 113-121 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.
- LOTS 54 THROUGH 62, BLOCK 1699, CAPE CORAL UNIT 44; RECORDED IN PLAT BOOK 21 AT PAGES 104-112 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.
- LOTS 52 AND 53, BLOCK 1699, CAPE CORAL UNIT 44; RECORDED IN PLAT BOOK 21 AT PAGES 104-112 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.
- F. The City of Cape Coral Official Zoning District Map of all the property within the limits of the City of Cape Coral is hereby amended with respect to real property described as follows:
- LOTS 19 AND 20, BLOCK 1699, CAPE CORAL UNIT 44, PART 1; RECORDED IN PLAT BOOK 21 AT PAGES 113-121 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.
- LOTS 52 AND 53, BLOCK 1699, CAPE CORAL UNIT 44; RECORDED IN PLAT BOOK 21 AT PAGES 104-112 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.
- by rezoning said property from Professional Office (P-1) to Pedestrian Commercial (C-1), and the City administrative office shall amend the City of Cape Coral Official Zoning District Map to reflect this zoning change.
- That the amendment to the City of Cape Coral Official Zoning District Map as prescribed herein is consistent with the City of Cape Coral Comprehensive Plan.
- G. The "Duffy's Parking Lot Expansion" PDP subject parcel has 2.3 acres zoned Pedestrian Commercial (C-1), pursuant to the authority of Chapter 166, Florida Statutes, and the Land Use and Development Regulations, Cape Coral, Florida, as same may hereafter be amended. The subject property has approximately 2.3 acres with a Future Land Use designation of Commercial Professional (CP).
- H. All existing and future structures and uses, population density, building intensity, and building height shall conform to the respective provisions of the Commercial (C-1) zoning district of the Land Use and Development Regulations, Cape Coral, Florida, as same may hereafter be amended. In addition, the development shall obtain all local development permits from the

City of Cape Coral, Florida, and other governmental jurisdictions. Failure of this agreement to address a particular permit, condition, term, restriction, or zoning regulation shall not relieve the Developer of the necessity of complying with the law governing said permitting requirements, conditions, terms, restrictions, or zoning regulations.

- I. The proposed development does not unreasonably interfere with the achievement of the objectives of the adopted State Land Development Plan applicable to the area.
- J. The "Duffy's Parking Lot Expansion" PDP, as noted, is consistent with the adopted City of Cape Coral Comprehensive Plan, and the City of Cape Coral Land Use and Development Regulations.
- K. The term Developer for purposes of this development order shall mean and refer to Cape Coral Parkway, LLC, its successors in interest, lessees, and/or assigns.

### **SECTION III. ACTION ON REQUEST AND CONDITIONS OF APPROVAL**

NOW, THEREFORE, be it ordained by the City Council of Cape Coral, Florida, in public meeting duly advertised, constituted and assembled, that the Planned Development Project application for development approval submitted by Cape Coral Parkway, LLC, is hereby ordained approved, subject to the following conditions, restrictions, and limitations deemed necessary for the public health, safety, and welfare.

#### **A. WETLANDS, VEGETATION, AND WILDLIFE**

In the event all or a portion of the subject property is located within an Eagle Nest Management Zone, the developer shall comply with all City laws, regulations, and guidelines that are currently in effect or that may be hereafter adopted by the City concerning the protection and management of bald eagle nests including, but not limited to Chapter 23 of the City Code of Ordinances. No development shall occur on any portion of the subject property that is within an Eagle Nest Management Zone except in accordance with a Bald Eagle Management Plan that has been approved by the City. Once an Eagle Management Plan has been approved by the City for all or a portion of the property, the Developer's ability to develop in accordance with such Plan shall not be affected by any amendment to the City's regulations concerning eagle nests, so long as no additional or "new" eagle nest need to be accommodated. In the event, however, that one or more eagle nests are hereafter established or determined to be active in locations that result in all or a portion of the subject property being located in a new or expanded Eagle Nest Management Zone, then no development shall occur in such new zone except in accordance with an Eagle Management Plan that has been approved by the City for such zone.

#### **B. WASTEWATER MANAGEMENT**

Sewer impact fees, betterment fees, and/or all other applicable fees shall be paid as specified by City Ordinance(s).

#### **C. WATER SERVICE**

Water impact fees, betterment fees, and/or all other applicable fees shall be paid as specified by City Ordinances(s).

#### **D. IRRIGATION SERVICE**

Irrigation betterment fees and/or all other applicable fees shall be paid as specified by City Ordinance(s).

#### **E. TRANSPORTATION**

1. The traffic impacts of this development do not degrade roadway and intersection level of service (LOS) below LOS standards adopted in the City of Cape Coral Comprehensive Plan.
2. The Developer shall provide the City of Cape Coral all appropriate Road Impact Fees at the time of application for each building permit.

F. GENERAL CONSIDERATIONS

1. Prior to issuance of a permit, the Developer shall enter into an agreement, in a form acceptable to the City Attorney, regarding obligations resulting from landscaping located in utility easements.
2. All provisions and conditions contained in the "Houlihans Restaurant and Office Building" PDP as approved by Ordinance 112-03 and renamed to "Duffy's Parking Lot Expansion" shall remain in full force and effect, except as otherwise stated in this Developer Order. The failure to restate a provision or condition shall not be interpreted as an intention to delete or alter such provision or condition.
3. Any dead or missing landscaping shown on the prior approved landscaping plan for the site shall be replaced within 90 days of approval of this PDP.
4. At the time of the new parking lot development along SE 47<sup>th</sup> Terrace, the Developer shall install a "Slow & Look Both Ways" pedestrian warning sign at the SE 47<sup>th</sup> Terrace driveway.

G. CONCURRENCY

The "Duffy's Parking Lot Expansion" PDP is concurrent for roads, sewer, water, drainage, solid waste, and parks based on the analysis of the proposed development and specific mitigation programs specified herein.

**SECTION IV. LEGAL EFFECT AND LIMITATIONS OF THIS DEVELOPMENT ORDER, AND ADMINISTRATIVE REQUIREMENTS**

- A. This Development Order shall constitute an ordinance of the City of Cape Coral, adopted by this Council in response to the Planned Development Project Application filed for the "Duffy's Parking Lot Expansion" PDP.
- B. This Development Order shall be binding on the Developer.
- C. The terms and conditions set out in this document constitute a basis upon which the Developer and City may rely in future actions necessary to implement fully the final development contemplated by this Development Order.
- D. All conditions, restrictions, stipulations, and safeguards contained in this Development Order may be enforced by either party hereto by action at law or equity, and all costs of such proceedings, including reasonable attorney's fees, shall be paid by the defaulting party.
- E. Any references herein to any governmental agency shall be construed to mean to include any future instrumentality which may be created and designated as successor in interest to or which otherwise possesses any of the powers and duties of any referenced governmental agency in existence on the effective date of this Development Order.
- F. The approval granted by this Development Order is limited. Such approval shall not be construed to obviate the duty of the Developer to comply with all applicable local or state review and permitting procedures, except where otherwise specifically provided. Such approval shall also not obviate the duty of the Developer to comply with any City Ordinance or other regulations adopted after the effective date of this Development Order.
- G. Subsequent requests for local development permits shall not require further review, unless it is found by the City Council, after due notice and hearing, that one or more substantial deviation(s), or other changes to the approved development plans which create a reasonable likelihood of adverse impacts which were not evaluated in the review by the City have occurred. Substantial deviations include but are not limited to:
  1. Any change which requires a variance to code and above those specifically incorporated herein.
  2. An increase of more than five (5) percent in density, parking requirements, trip generation rates, water or sewer usage, or building square footage.

3. An expiration of the period of effectiveness of this Development Order as herein provided.
4. If development order conditions and applicant commitments incorporated within the Development Order to mitigate impacts are not carried out as indicated to the extent or in accordance with the Development Order, then this shall be presumed to be a substantial deviation from the Development Order.

Upon a finding that any of the above is present, the City Council may order a termination of all development activity until such time as a new PDP Application for Development Approval has been submitted, reviewed and approved, and all local approvals have been obtained.

- H. All conditions imposed on the subject development shall remain in full force and effect throughout the life of the development unless rescinded or amended by the City.
- I. The Director of the Cape Coral Department of Community Development or his/her designee, shall be the local official responsible for assuring compliance with this Development Order. Upon reasonable notice by the City and at all reasonable times, the Developer shall allow the City of Cape Coral, its agents, employees, and/or representatives, access to the project site for the purpose of assuring compliance with this Development Order.
- J. This Development Order shall be recorded with the Office of Lee County Clerk of Court by the City of Cape Coral. The Developer shall be responsible for reimbursing the City for all recording fees within 30 days of being notified by the City that the Development order has been recorded.

#### SECTION V. 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 VI. EFFECTIVE DATE.

This Ordinance shall take effect immediately upon its adoption by the Cape Coral City Council. Permits issued prior to or after the effective date of this Ordinance are obtained solely at the risk of the Developer.

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	_____
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:

  
\_\_\_\_\_  
JOHN E. NACLERIO III  
ASSISTANT CITY ATTORNEY  
ord/pdp18-0004 Duffy's



LAND USE BREAKDOWN: EXISTING AND PROPOSED CONDITIONS				
TOTAL SITE AREA	100.00	SF	3.38	AC
EXISTING PAVEMENT AREA	37.427	SF		37.427
PROPOSED ON-SITE PAVEMENT AREA	11.162	SF	0.39	AC
EXISTING CONCRETES, ASPH DRIVEWAYS & PATIENS	16.877	SF	0.47	AC
EXISTING BUILDINGS AREA (F & D)	16.867	SF	0.35	AC
TOTAL IMPERVIOUS AREA	67.086	SF	1.93	AC
TOTAL PERVIOUS AREA	32.914	SF	0.96	AC
TOTAL OPEN SPACE	32.989	SF	0.96	AC
TOTAL ALLEY AREA	0.754	SF	0.20	AC
EXISTING PAVEMENT ALLEY	7.901	SF	0.16	AC
PROPOSED PAVEMENT ALLEY	1.506	SF	0.04	AC

- ## SIGNS AND PAVEMENT MARKING NOTES
- ALL SIGNS AND PAVEMENT MARKINGS SHALL BE IN ACCORDANCE WITH THE F.O.D.T. STANDARDS FOR ROAD AND DRIVE CONSTRUCTION. LATEST EDITION. THE F.O.D.T. HIGHWAY AND TRAFFIC CONTROL LATEST EDITION. THE F.O.D.T. HIGHWAY AND TRAFFIC CONTROL, DEVICES AND SIGNS CODE OF PRACTICE OF TRANSPORTATION PUBLISHED'S BUREAU.
  - PAVE BENT MARKING SHALL BE PERMANENT TRAFFIC PAINT IN ACCORDANCE WITH F.O.D.T. STANDARDS SPECIFICATION BENT MARKING.
  - PAVE WHITE DASHED PAVEMENT MARKINGS AT EXISTING ROAD.
  - REMOVE ANY EXISTING SIGNS OR PAVEMENT MARKINGS IN CONFLICT WITH THOSE SHOWN ON PLANS.
  - ALL STOP SIGNS LOCATIONS SHALL INCLUDE A 3" PAINTED WHITE STOP BAR UNLESS NOTED OTHERWISE.
  - THE CONTRACTOR SHALL COMPLY WITH THE STATE OF FLORIDA MANUAL OF TRAFFIC CONTROL AND OPERATIONS FOR STREET AND HIGHWAY CONSTRUCTION, TRAFFIC CONTROL, AND UTILITY OPERATIONS, LATEST EDITION. THE F.O.D.T. HIGHWAY AND TRAFFIC CONTROL, DEVICES AND SIGNS CODE OF PRACTICE OF TRANSPORTATION PUBLISHED'S BUREAU.
  - THE CONTRACTOR SHALL FURNISH AND INSTALL STREET NAME SIGNS IN ACCORDANCE WITH THE F.O.D.T. HIGHWAY AND TRAFFIC CONTROL, DEVICES AND SIGNS CODE OF PRACTICE OF TRANSPORTATION PUBLISHED'S BUREAU.
  - ALL PAVEMENT MARKINGS SHOWING THE FOOT PRINT OF NEW PAVEMENT SHALL BE THERMO PLASTIC.
  - ALL EXISTING PAVEMENT MARKINGS THAT ARE IN CONFLICT WITH PROPOSED MARKINGS SHALL BE REMOVED BY HYDRO BLASTING.
  - THE DEVELOPER MUST MEET THE FOOT PRINTS DIMENSIONS A LENGTH PER OF 3' FOR SMALL CURVES AND 10' FOR LARGE CURVES.

**PARKING CALCULATIONS: LDC 5.1**

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**USE CLASSIFICATION: RESTAURANT GROUP B STANDARD & BUSINESS OFFICE**

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**PARKING SPACES REQUIRED FOR RESTAURANT**

1 SPACE / 100 SF OF GROUND FLOOR AREA (GFA) + 1 SPACE PER 10 OUTDOOR SEATS  
1 USE OF RESTAURANT / 1 USE OF BUSINESS OFFICE  
10 OUTDOOR TABLES WITH 4 SEATS = 40 SPACES  
SPACES REQUIRED FOR RESTAURANT = 40 SPACES

**PARKING SPACES REQUIRED FOR BUSINESS OFFICE**

1 SPACE / 100 SF OF GROUND FLOOR AREA (GFA)  
800 SF RESTAURANT / 800 SF = 8 SPACES  
SPACES REQUIRED FOR BUSINESS OFFICE = 8 SPACES

**TOTAL SPACES REQUIRED FOR RESTAURANT & OFFICE = 48 SPACES**

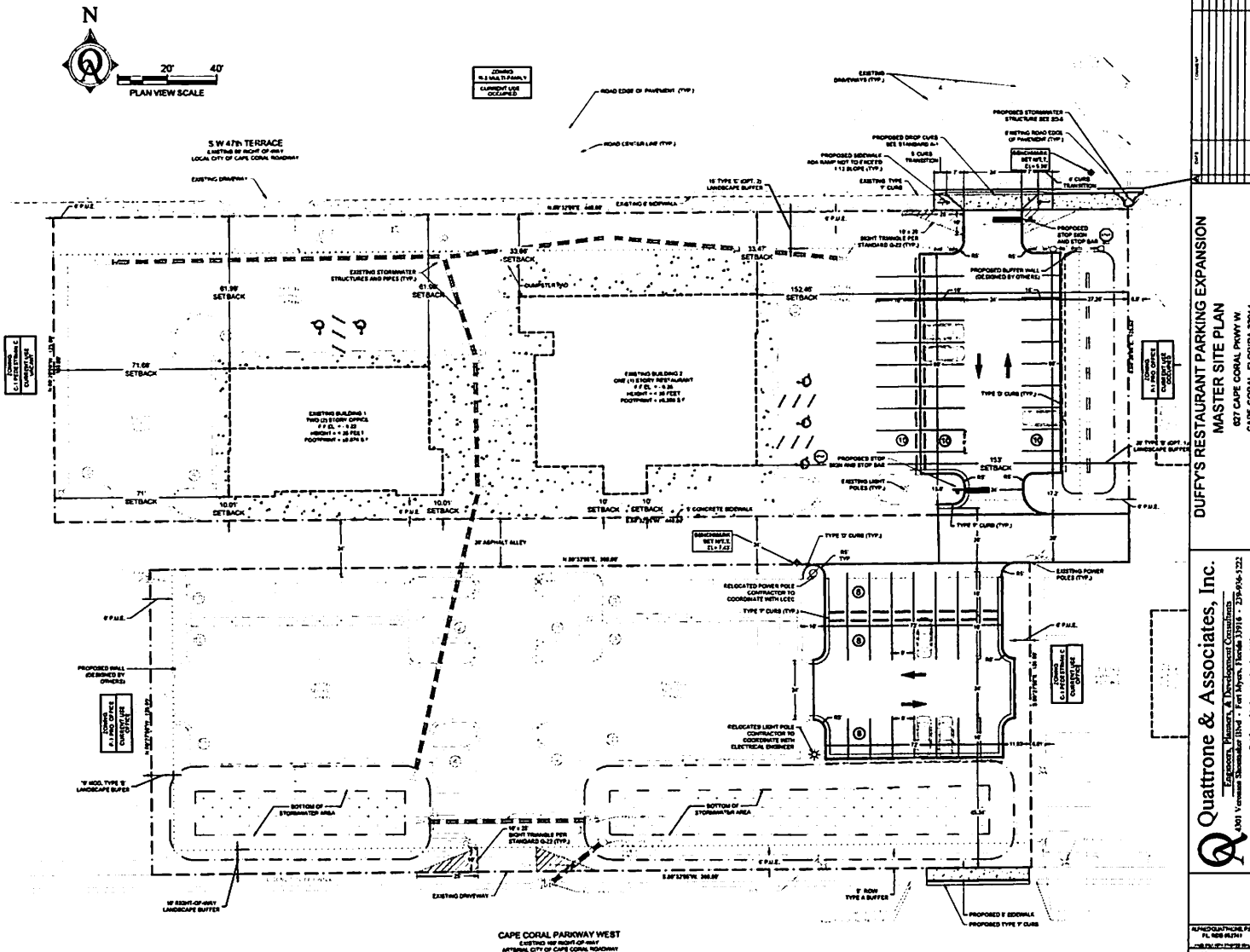
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**PROPOSED PARKING SPACES**

PROPOSED PARKING SPACES = 48 SPACES

**TOTAL PARKING SPACES PROVIDED = 48 SPACES**

\* DEVIATION PART OF THE  
PLANNED DEVELOPMENT  
PROJECT



**DOUFFY'S RESTAURANT PARKING EXPANSION**  
**MASTER SITE PLAN**  
637 CAPE CORAL PRKY W  
CAPE CORAL, FL 33914

**Quattrone & Associates, Inc.**  
— Engineering, Planning & Development Consultants —  
4001 Vermont Shorewater Blvd. • Fort Myers, Florida 33916 • 239-936-1222

ALFRED QUATHORNE, P.  
FL. REG. #17411  
SAVED BY Google  
SAVED ON 01/19/11

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## PLANNED DEVELOPMENT PROJECT (PDP) APPLICATION

Project Name: Duffys Parking Lot Expansion

Project Number: PDP18-0004

To help prepare this application, the applicant should obtain copies of the following:

- Land Use and Development Regulations (this document is linked)
  1. Land Development Regulations (Article 4)
  2. Parking Requirements (Article 5.1)
  3. Landscape Ordinance (Article 5.2)
  4. Sign Ordinance (Article 7)
- NFPA 1 Fire Prevention Code
- Engineering Design Standards

The advisory review is conceptual only and any staff comments are subject to change based on detailed information with an application to the City of Cape Coral. Formal review may result in additional changes not noted at this time. The final design or project must comply with the Land Use and Development Regulations, Engineering Design Standards, City Code of Ordinances, Comprehensive Plan and other applicable laws and regulations.

### ACKNOWLEDGEMENT

I Thomas J Morrison, as the owner of this property or the duly authorized Representative, agree to conform to all applicable laws of the City of Cape Coral and to all applicable Federal, State and County laws, and certify that all information supplied is correct to the best of my knowledge.

In addition, I understand that prior to the issuance of the Certificate of Occupancy for this development, the engineer of record must supply the Department of Community Development with record drawings and a letter of substantial compliance for the project.

In addition, I authorize the staff of the City of Cape Coral to enter upon the property for purposes of investigating and evaluating the request made through this application.

#### Please note:

**Advertising fees must be paid in full at least 10 days prior to public hearing or the item may be pulled from the agenda and continued to a future date once the fees have been paid.**

Thomas J Morrison

NAME (PLEASE TYPE OR PRINT)

Thomas Morrison

SIGNATURE

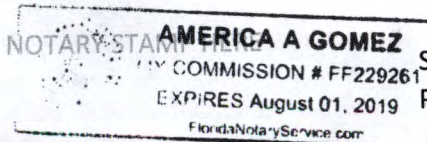
(SIGNATURE MUST BE NOTARIZED)

STATE OF Florida, COUNTY OF Palm Beach

Sworn to (or affirmed) and subscribed before me this 14 day of February 2018 by

Thomas Morrison who is personally known or produced as identification.

Exp. Date: 8/1/19 Commission Number: FF229261



Signature of Notary Public:

Printed name of Notary Public:

America Gomez

**Authorization to Represent Property Owner(s) –  
Property Owner is a Corporation, Limited Liability Company (LLC),  
Limited Company (LC), Partnership, Limited Partnership, or Trustee**

Please be advised that Quattrone & Associates, Inc - Al Quattrone, Sergio Guzman, Greg Stuart  
(Name of Authorized Representative(s))

is authorized to represent me in the appeal to the Planning & Zoning Commission/Local Planning Agency, Board of Zoning Adjustments and Appeals and /or City Council for a Planned Development Project.

Unit 44 Block 1699 Lot 12-20, 52-62 Subdivision Cape Coral Unit 44

Or Legal Description: ☐ (described as an exhibit A in Microsoft Word format and attached hereto)

Cape Coral Parkway, LLC-Thomas J Morrison

\* Name of Entity (Corporation, Partnership, LLC, etc)

Title of Signatory

[Signature]  
Signature

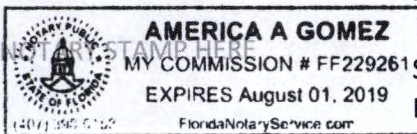
Thomas Morrison  
Name

**(SIGNATURE MUST BE NOTARIZED)**

STATE OF Florida, COUNTY OF Palm Beach

Sworn to (or affirmed) and subscribed before me this 14 day of February 2018, by  
Thomas Morrison who is personally known or produced  
as identification.

Exp. Date: 3/1/19 Commission Number: FF229261



Signature of Notary Public:

Printed name of Notary Public:

[Signature]  
America Gomez

**\*Notes:**

If the applicant is a corporation, then it is usually executed by the corp. pres. or v. pres.

If the applicant is a Limited Liability Company (L.L.C.) or Limited Company (L.C.), then the documents should typically be signed by the Company's "Managing Member."

If the applicant is a partnership, then typically a partner can sign on behalf of the partnership.

If the applicant is a limited partnership, then the general partner must sign and be identified as the "general partner" of the named partnership.

If the applicant is a trustee, then they must include their title of "trustee."

In each instance, first determine the applicant's status, e.g., individual, corporate, trust, partnership, estate, etc., and then use the appropriate format for that ownership.

## PDP Applicant Checklist

Project Name:           Duffy's Restaurant Expansion          

**Applicant must submit the completed application and the associated documentation listed below, collated into 17 separate packets (one (1) original and 16 copies). These are minimum requirements for all PDP applications. Based on the nature of your project, additional items may be required by staff.**

### Incomplete submittals will not be accepted

- X   All application pages must be initialed by the property owner or their authorized representative
- X   24" x 36" engineered PDP Development Plans, including landscape buffer areas and building elevations – See pages 7 – 10 for further information
- X   Certified Boundary Surveys, in NGVD 1929, completed within the last six (6) months showing elevations – See page 7 for further information
- X   PDP application fees paid in full at time of application – See page 11 for further information
- X   Letter of Intent (LOI) – See page 6 for further instructions
- N/A   Environmental Survey/Report – See page 7 for further instructions
- X   Warranty or Quit Claim Deed – Applicant shall provide a copy of Warranty or Quit Claim Deed for one hundred (100) percent of the property comprising the Planned Development Project.
- N/A   Vacation of Plat requests must include letter of "No Objection" from the electric company, the telephone company, and the cable company – See page 9 for further instructions
- X   Page 1 must be signed and notarized by either all property owner(s) or the authorized agent
- X   The "*Authorization to Represent Property Owners*", page of the application, must be signed by all property owner(s) and notarized
- X   Properties owned by corporations, limited liability companies, limited partnerships, general partnerships, and trustees must provide legal documentation (For example, the Articles of Incorporation) listing persons authorized to sign for the entity and in these situations the property owner(s) must sign all applicable PDP forms in their corporate capacity.

### As an alternative to submitting everything in paper format, the applicant may opt to submit the following:

- X   11 sets of plans, in paper format, as described above
- X   11 signed and sealed Boundary Surveys, in paper format, as described above
- X   One (1) copy of the application & all other documents you are submitting for review
- X   1 CD/DVD with PDFs of documents you are submitting:
  - Each document you are submitting needs to be a separate PDF, appropriately identified by name. For example, the application will be one PDF, titled "Application", the Letter of Intent will be another PDF, titled "Letter of Intent", plans, boundary surveys, etc.

## GENERAL INFORMATION

Project Name: Duffy's Restaurant Expansion  
Applicant: Al Quattrone P.E. - Quattrone & Associates  
Address: 4301 Veronica Shoemaker Blvd  
Phone: (239) 936-5222 Fax: \_\_\_\_\_ E-Mail: al@qainc.net

\*Property Owner: Thomas J. Morrison - Cape Coral Parkway, LLC  
Address 222 Lakeview Ave Ph-5, West Palm Beach, FL 33401  
Phone (917) 902-9076 Fax \_\_\_\_\_ E-Mail tjm22@me.com

Authorized Representative Sergio Guzman, E.I.  
Address 4301 Veronica Shoemaker Blvd  
Phone (239) 936-5222 Fax \_\_\_\_\_ E-Mail sergio@qainc.net *E*

### Location

Unit 44 Block 1699 Lot(S) 12 thru 20 & 52 thru 62  
Subdivision Cape Coral Part 1 Strap Number(s) 14-45-23-C1-01699.0190, .0520, & .0540

Legal Description ☒ (Described as Exhibit A in Microsoft Word Format and attached hereto)

Property Address: 620 SW 47th Terrace & 627, 629 Cape Coral Parkway W. Cape Coral FL 33914

Plat Book 21 Page 104-112 Current Zoning C-1 & P-1 Future Land Use CP

This application includes the following requests: (Please check all that apply)			
<input type="checkbox"/> Subdivision	<input type="checkbox"/> Special Exception	<input checked="" type="checkbox"/> Rezoning	<input type="checkbox"/> Variance
<input type="checkbox"/> Deviation to Landscaping	<input type="checkbox"/> Deviation to Non-residential Design Standards	<input checked="" type="checkbox"/> Deviation to Engineering Design Standards (EDS)	<input type="checkbox"/> All Other Deviation Requests
<input type="checkbox"/> Borrow Pit	<input type="checkbox"/> Vacation of Plat		

**\*Please include additional pages for multiple property owners.**

## PROPERTY and PROJECT DEVELOPMENT DATA

a.	Zoning District	<u>C-1 &amp; P-1</u>		
b.	Future Land Use Class	<u>CP</u>		
c.	Area of Subject Property	<u>2.30</u>	acres	
d.	Type of Development	<u>Comm.</u>		
e.	Estimated Number of Employees	<u>N/A</u>		
	Number of Seats in Assembly	<u>N/A</u>		
f.	Parking Spaces Required	<u>113</u>		
g.	Parking Spaces Provided	<u>188</u>		
h.	Parking and Street Area	<u>49,589</u>	sq. ft.	<u>49.59</u> % of Site
i.	Ground Floor Building Area	<u>10,897</u>	sq. ft.	<u>10.90</u> % of Site
j.	Total Floor Area	<u>10,897</u>	sq. ft.	<u>10.90</u> % of Site
k.	Building Heights	<u>35</u>	feet	<u>1</u> stories
l.	Total Proposed Impervious Surface Area	<u>sq. ft. 67,686</u>		% of Site <u>67.69</u>
m.	Permanent Open Space	<u>sq. ft. 32,200</u>		% of Site <u>32.20</u>
	Landscaped Area	<u>32,200</u>	sq. ft.	% of Site <u>32.20</u>
n.	Recreation Area	<u>N/A</u>	sq. ft.	% of Site <u>      </u>

If the proposed project is a multifamily residential development, the following additional data shall be shown on the plans.

o.	Number of Dwelling Units (du)	<u>N/A</u>		
p.	Gross Density (du/acres)	<u>N/A</u>		
q.	Number, Type, and Floor Area of each Dwelling Unit:			
1.	Efficiency	<u>      </u>	Floor Area <u>      </u>	sq. ft. <u>      </u>
2.	1 Bedroom	<u>      </u>	Floor Area <u>      </u>	sq. ft. <u>      </u>
3.	2 Bedroom	<u>      </u>	Floor Area <u>      </u>	sq. ft. <u>      </u>
4.	3 Bedroom	<u>      </u>	Floor Area <u>      </u>	sq. ft. <u>      </u>
5.	4 Bedroom	<u>      </u>	Floor Area <u>      </u>	sq. ft. <u>      </u>

July 9, 2018

City of Cape Coral  
Department of Community Development  
P.O. Box 150027  
Cape Coral, Florida 33915-0027

**RE: Duffys Parking Lot Expansion – Revision #2 Letter of Intent**  
**Strap # 11-45-23-C4-01699.0540, 11-45-23-C34-01699.0520 & 14-45-23-C1-01699.0190**  
**Lots 12-20 & 52-62, Unit 44, Block 1699**

This is a letter of intent for a Planned Development Process (PDP) Amendment approval for the above-mentioned property. The owner is requesting the subject project be approved under the City of Cape Coral's Planned Development Process (PDP) to allow it to be rezoned to C-1 and added to the existing approved PDP under resolution 03-00800009. This combination of parcels will allow for the construction of a 44-space parking lot to serve the existing development. The project includes the following requests:

**Rezoning Request**

This application is requesting approval through the PDP process to rezone the subject parcel from P-1 to C-1 to allow the parking lot. The proposed site plan has been designed in such a way to be compatible with the surrounding professional uses and to buffer the project from adjacent properties and right of ways. No new buildings or utilities are proposed as part of this development. Construction will consist of a paved parking lot, improvements to the alley and associated drainage infrastructure. In addition, the two subject lots to be incorporated into the existing PDP, which is currently surrounded by development prohibiting any expansion from the adjacent properties, also the lot areas do not provide sufficient area for a singular structure. Therefore, the proposed use of the parking lot will support to the existing Duffy's restaurant and office building; additionally, would be the most suitable use to the subject lots.

**Site Plan Approval**

Site Plan Approval is being submitted concurrently within this PDP application, under site permit number SPI8-0017.

### **Engineering Deviation Request**

In order to maintain the previously approved parking arrangement allowing parking spaces to back out onto existing alley, the similar request has been sought, see below for requested deviation.

#### **Deviation # 1 from Engineering and Design Standards Sheet E-1 paragraph**

Stating lots shall be design to vehicle movement safely without posing danger to pedestrians or other vehicles, and vehicles may exit without backing onto public street right-of-way.

**Justification:** The original PDP zoning (Ordinance 112-2003) was approved with a deviation allowing the parking spaces backing up onto the public right-of-way (20' wide alley). The applicant seeks a similar deviation to allow for the backing up onto 20' alley, the area behind the parking space has been increased to provide a minimum 26' wide area for vehicles to exit the parking space safely, exceeding the required driveway width of 24', per City of Cape Coral parking lot standards.

Please contact me if you have any further questions or need clarification of the attached plans.

Sincerely,

**QUATTRONE & ASSOCIATES, INC.**

A handwritten signature in black ink, appearing to read 'Sergio Guzman', is written over a horizontal line.

Sergio Guzman, E.I.

Project Engineer

Email: [sergio@qainc.net](mailto:sergio@qainc.net)

Phone: (239) 936-5222



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /

## Detail by Entity Name

Florida Limited Liability Company  
CAPE CORAL PARKWAY, LLC

### Filing Information

<b>Document Number</b>	L15000099966
<b>FEI/EIN Number</b>	47-4234150
<b>Date Filed</b>	06/08/2015
<b>State</b>	FL
<b>Status</b>	ACTIVE

### Principal Address

222 LAKEVIEW AVE  
PH-5  
WEST PALM BEACH, FL 33401

### Mailing Address

222 LAKEVIEW AVE  
PH-5  
WEST PALM BEACH, FL 33401

### Registered Agent Name & Address

MORRISON, THOMAS J  
222 LAKEVIEW AVE  
PH-5  
WEST PALM BEACH, FL 33401

### Authorized Person(s) Detail

#### **Name & Address**

Title MGR

MORRISON, THOMAS J  
222 LAKEVIEW AVE, PH-5  
WEST PALM BEACH, FL 33401

Title MGR

MORRISON, CARLOS G  
222 LAKEVIEW AVE, PH-5  
WEST PALM BEACH, FL 33401

### Annual Reports

Report Year	Filed Date
2016	02/03/2016
2017	01/09/2017

**Document Images**

[01/09/2017 -- ANNUAL REPORT](#)

View image in PDF format

[02/03/2016 -- ANNUAL REPORT](#)

View image in PDF format

[06/08/2015 -- Florida Limited Liability](#)

View image in PDF format

Prepared by:  
Gina P. Noonan  
Florida Hometown Title & Escrow, LLC  
900 SW Pine Island Road Suite 206, Cape Coral, Florida 33991

File Number: 02-16-0347

### Warranty Deed

Made this 29<sup>th</sup> day of March, 2016 A.D.

By **Thomas M Bennett and Pamela L Bennett, husband and wife,**

whose address is: 1697 Edith Esplanade, Cape Coral, Florida 33904,

hereinafter called the grantor,

to **Cape Coral Parkway, LLC, a Florida limited liability company,**

whose post office address is: 222 Lakeview Avenue PH-5, West Palm Beach, Florida 33401,

hereinafter called the grantee:

(Whenever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations and limited liability companies)

**Witnesseth**, that the grantor, for and in consideration of the sum of One Hundred Fifty Five Thousand dollars & no cents, (\$155,000.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Lee County, Florida, viz:

Lots 52 and 53, Block 1699, CAPE CORAL SUBDIVISION, UNIT 44, according to plat thereof as recorded in Plat Book 21, Pages 104 through 112, inclusive, of the Public Records of Lee County, Florida.

Parcel ID Number: **11-45-23-C4-01699.0520**

**Said property is not the homestead of the Grantor under the laws and constitution of the State of Florida in that neither Grantor nor any members of the household of Grantor reside thereon.**

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

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

**And** the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31, 2015.

**In Witness Whereof**, the said grantor has signed and sealed these presents the day and year first above written.

*Signed, sealed and delivered in our presence:*

Witness #1

*Thomas M. Bennett*  
Sign/Print Name THOMAS M. BENNETT

*Thomas M. Bennett* (Seal)  
Thomas M Bennett

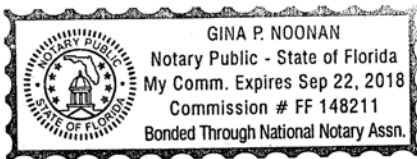
Witness #2

*Pamela L. Bennett*  
Sign/Print Name Pamela L. Bennett

*Pamela L. Bennett* (Seal)  
Pamela L. Bennett

State of Florida  
County of Lee

The foregoing instrument was acknowledged before me this 29 day of March, 2016, by Thomas M Bennett and Pamela L Bennett, husband and wife, who is/are personally known to me or who has produced Identification as identification.



(Seal)

*Gina P. Noonan*  
Notary Public  
Print Name: GINA P. NOONAN

My Commission  
Expires: 9-22-18

This Instrument Prepared By:

**This Instrument Prepared By:**  
**Donald K. Ross, Jr., Esquire**  
**Ross Lanier & Deifik, P.A.**  
**599 9th Street N., # 300**  
**Naples, Florida 34102**

Parcel ID Number: 14-46-23-C1-01699.0190 & 11-45-23-C4-01699.0540

## Warranty Deed

**This Indenture**, Made this **2nd** day of **July, 2015 A.D.**, **Between**  
**Gusto Land, R.L.L.P., a Florida registered limited liability partnership**  
of the County of **Lee**, State of **Florida**, **grantor**, and  
**Cape Coral Parkway, LLC, a Florida limited liability company**  
whose address is: **222 Lakeview Avenue PH-5, West Palm Beach, FL 33401**  
of the County of **Palm Beach**, State of **Florida**, **grantee**.

**Witnesseth** that the GRANTOR, for and in consideration of the sum of

-----**TEN DOLLARS (\$10)**----- DOLLARS,

and other good and valuable consideration to GRANTOR in hand paid by GRANTEE, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said GRANTEE and GRANTEE'S successors and assigns forever, the following described land, situate, lying and being in the County of **Lee** State of **Florida** to wit:

**Parcel 1:**

**Lots 12, 13, 14, 15, 16, 17, 18, 19 and 20, Block 1699, Cape Coral Unit 44, Part 1, according to the plat thereof recorded at Plat Book 21, Pages 113 thorough 121, inclusive, in the Public Records of Lee County, Florida.**

**Parcel 2:**

**Lots 54,55, 56, 57, 58, 59, 60, 61, and 62, Block 1699, Cape Coral, Unit 44, according to the plat thereof, as recorded in Plat Book 21, pages 104 through 112, inclusive, in the Public Records of Lee County, Florida.**

**TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.**

**TO HAVE AND TO HOLD, the same in fee simple forever.**

**The Grantor hereby covenants with said Grantee that Grantor is lawfully seized of said land in fee simple; that Grantor has good right and lawful authority to sell and convey said land; that Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons**

whomsoever; and that said land is free of all encumbrances except restrictions and easements common to the subdivision, and ad valorem real estate taxes for the current year and subsequent years.


(Whenever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations and limited liability copmanies.)

and the grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.


**In Witness Whereof**, the grantor has hereunto set its hand and seal the day and year first above written.

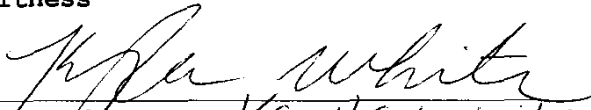
Signed, sealed and delivered in our presence:

Gusto Land, R.L.L.P., a Florida  
registered limited liability  
partnership

  
Printed Name: Kayla White  
Witness

By:

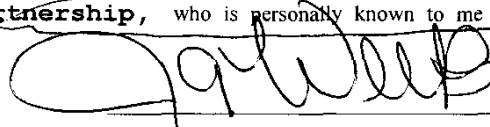
 (Seal)  
Peter J. Look, as Trustee of  
Peter J. Look Trust UTD March 5, 2003, Partner  
P.O. Address: 26069 Fawnwood Court, Bonita Springs, FL 34134

  
Printed Name: Kayla White  
Witness

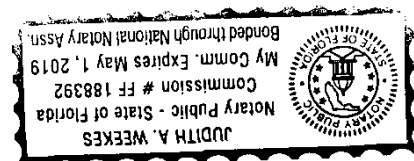
(Corporate Seal)

STATE OF Florida  
COUNTY OF Collier

The foregoing instrument was acknowledged before me this 29 day of June, 2015 by Peter J. Look, as Trustee of the Peter J. Look Trust UTD March 5, 2003, Partner of Gusto Land, R.L.L.P., a Florida registered limited liability partnership, who is personally known to me or who has produced his driver's license as identification.



Notary Public



	PROPOSED PAVEMENT	---	CENTER LINE
	CONCRETE / WALKS	---	EXIST FEATURES (ROADS, WALKS, ECT.)
	BUILDING LINE	---	RIGHT OF WAY
	PAINTED HANDICAP PARKING SYMBOL	---	SITE BOUNDARY
	PROPOSED STOP SIGN	---	EASEMENTS
	NUMBER OF PARKING SPACES IN ROW	---	PAINTED TRAFFIC ARROWS
	SIGN AND POST	---	

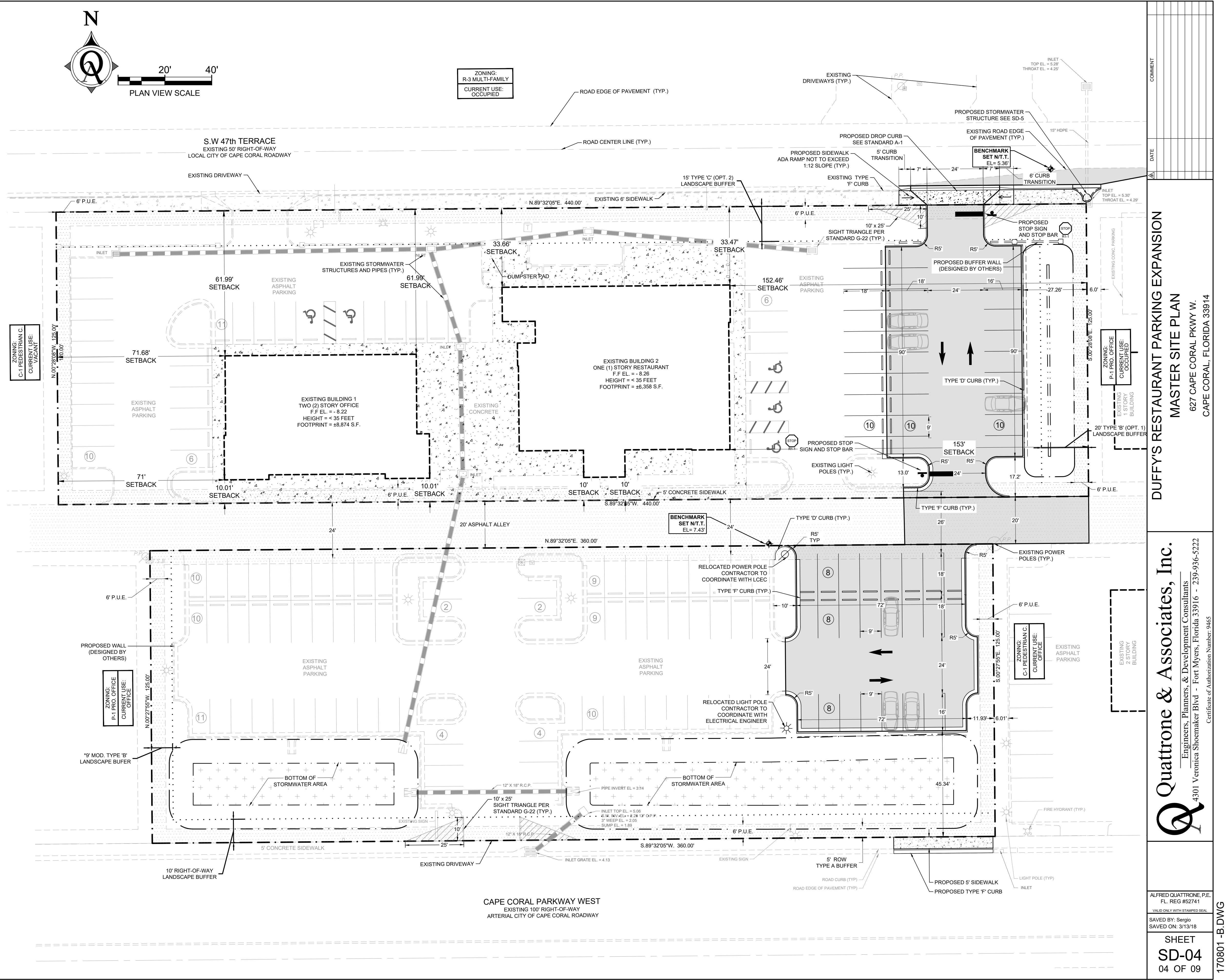
MINIMUM PAVEMENT ELEV.	CONTROL ELEVATION:
ELEV. 5.26' NGVD	ELEV. 2.05' NGVD
MINIMUM FINISH FLOOR ELEVATION:	PERIMETER BERM ELEVATION:
ELEV. 8.22' NGVD	ELEV. 6.50' NGVD
AVERAGE EXISTING GROUND ELEVATION:	ZONING:
ELEV. 7.25' NGVD	C-1 PEDESTRIAN COMMERCIAL
PROPOSED USE:	STRAP NUMBERS:
C-1 PEDESTRIAN COMMERCIAL DISTRICT GROUP II RESTAURANT STANDARD OFFICE BUSINESS	11-45-23-C4-01699.0540, 11-45-23-C4-01699.0520 & 14-45-23-C1-01699.0190
SOILS:	FLUCCS CODE:
69 - MATLACHA GRAVELLY FINE SAND	1400 - COMMERCIAL & SERVICES
FEMA FLOOD ZONE:	
THIS PROPERTY IS LOCATED FLOOD ZONE AE-7 IN FIRM COMMUNITY 125095 PANEL NO. 0405 MAP #: 12071C0405F DATED: 08/28/2008	

TOTAL SITE AREA	100,000 SF	2.30 AC.	
EXISTING PAVEMENT AREA	37,427 SF	0.86 AC.	37.43%
PROPOSED ON-SITE PAVEMENT AREA	12,162 SF	0.28 AC.	12.16%
EXISTING CONCRETE AREA (SIDEWALKS & PATIOS)	7,200 SF	0.17 AC.	0.07%
EXISTING BUILDINGS AREA (1 & 2)	10,897 SF	0.25 AC.	10.90%
TOTAL IMPERVIOUS AREA	67,686 SF	1.55 AC.	67.69%
TOTAL PERVIOUS AREA	32,314 SF	0.74 AC.	32.31%
TOTAL OPEN SPACE	32,200 SF	0.74 AC.	32.20%
TOTAL ALLEY AREA	8,757	0.20 AC.	
EXISTING PAVEMENT ALLEY	7,181	0.16 AC.	
PROPOSED PAVEMENT ALLEY	1,576	0.04 AC.	

1. ALL SIGNING AND PAVEMENT MARKINGS SHALL BE IN ACCORDANCE WITH THE F.D.O.T. STANDARDS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION, THE F.D.O.T. ROADWAY AND TRAFFIC DESIGN STANDARDS, LATEST EDITION, THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES AND LEE COUNTY DEPARTMENT OF TRANSPORTATION PUBLISHED STANDARDS.
2. PAVEMENT MARKINGS SHALL BE PERMANENT TRAFFIC PAINT IN ACCORDANCE WITH F.D.O.T. STANDARD SPECIFICATIONS SECTION 710.
3. MATCH EXISTING PAVEMENT MARKINGS AT EXISTING ROADS.
4. REMOVE ANY EXISTING SIGNS OR PAVEMENT MARKINGS IN CONFLICT WITH THOSE SHOWN ON PLANS.
5. ALL STOP SIGN LOCATIONS SHALL INCLUDE A 24" PAINTED WHITE STOP BAR UNLESS NOTED OTHERWISE.
6. THE CONTRACTOR SHALL COMPLY WITH THE "STATE OF FLORIDA MANUAL OF TRAFFIC CONTROL AND SAFE PRACTICES FOR STREET AND HIGHWAY CONSTRUCTION, MAINTENANCE, AND UTILITY OPERATIONS" AND WITH THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES".
7. THE CONTRACTOR SHALL FURNISH AND INSTALL STREET NAME SIGNS IN ACCORDANCE WITH LEE COUNTY DEVELOPMENT STANDARDS.
8. ALL PAVEMENT MARKINGS WITHIN THE FOOT RIGHT OF WAY SHALL BE THERMO PLASTIC
9. ALL EXISTING PAVEMENT MARKINGS THAT ARE IN CONFLICT WITH PROPOSED MARKINGS SHALL BE REMOVED BY HYDRO BLASTING.
10. THE DEVELOPMENT MUST MEET THE FOOT MINIMUM DRIVEWAY LENGTH PER OF 30' FOR SMALL COMMERCIAL DEVELOPMENTS.

USE CLASSIFICATION: RESTAURANT GROUP II STANDARD & BUSINESS OFFICE
<p><u>PARKING SPACES REQUIRED FOR RESTAURANT:</u></p> <p>1 SPACE / 100 SF OF GROSS FLOOR AREA (GLFA) + 1 SPACE PER 4 OUTDOOR SEATS  3,398 SF RESTAURANT / 100SF = 34 SPACES  19 OUTSIDE TABLES WITH 4 SEATS = 19 SPACES  SPACES REQUIRED FOR RESTAURANT = 83 SPACES</p> <p><u>PARKING SPACES REQUIRED FOR BUSINESS OFFICE:</u></p> <p>1 SPACE / 300 SF OF GROSS LEASABLE FLOOR AREA (GLFA)  9,874 SF RESTAURANT / 300 SF = 30 SPACES  SPACES REQUIRED FOR BUSINESS OFFICE = 30 SPACES</p> <p><b>TOTAL SPACES REQUIRED FOR RESTAURANT &amp; OFFICES = 113 SPACES</b></p> <p><b><u>TOTAL EXISTING SPACES = 144 SPACES</u></b></p>
<u>PROPOSED ADDITIONAL PARKING SPACES</u>
PROVIDED PARKING SPACES = 44 SPACES
<b>TOTAL PARKING SPACES PROVIDED = 188 SPACES</b>

CAPE CORAL PARKWAY WEST  
EXISTING 100' RIGHT-OF-WAY  
ARTERIAL CITY OF CAPE CORAL ROADWAY



**Quattrone & Associates, Inc.**  
Engineers, Planners, & Development Consultants  
4301 Veronica Shoemaker Blvd - Fort Myers, Florida 33916 - 239-936-5222

SHEET  
SD-04  
04 OF 09

170801 -B.DWG

**LEGEND:**

●	SET #4 IRON ROD (CAP. LB #6921)	R.V.B.	RECLAIM WATER BOX
○	FOUND IRON ROD (IR.)	W.M.	WATER METER
□	CONCRETE MINORUMENT (C.M.)	D.P.H.	OVERHEAD DRAIN
P.R.M.	PERMANENT REFERENCE POINT	P.P.	POWER POLE
P.T.	PERMANENT TYPING EASEMENT	W.C.	WATER CLOSET & WIRE
□	DRAINAGE EASEMENT	T.S.B.	TELEPHONE SERVICE BOX
□	DRILL HOLE SERVATION	NAIL & TINTAB	TELEPHONE NAIL & TINTAB
○	OFFICIAL RECORDS BOOK	N/T/T	NO TINTAB
○	DR. SURVEY	W.C.V.	WATER CLOSET VALVE
CP	AS PER PLAT	B.M.	BENCHMARK
○	CURVE SURVEY	W.C.	WATER CLOSET
○	LINE NUMBER	A/C	AIR CONDITIONER
R/V	RIGHT-OF-WAY	P.D.L.	POT. EQUIPMENT
○	CENTERLINE	P.C.	CONCRETE
		○	LIGHT POLE

<b>REVISED:</b>	<b>DESCRIPTION:</b>	<b>BY:</b>
<b>DATE OF LAST FIELD WORK:</b> 12/21/17		
<b>DRAWN:</b>	<b>CHECK:</b>	<b>SCALE PROJ. J.</b>
04M	PMH	CC-104-1699-12
<b>SURVEY DATE:</b>	<b>FILE NO. SUB:</b>	<b>HARRIS - JORDGEN, INC.</b>
12/21/17	45-23-14	3046 DEL MAR BLVD SE CAPE CORRAL, FLORIDA 33904 PHONE: (239) 257-2844 FAX: (239) 257-2844
	45-23-14	DF - 1
<b>FLORIDA CERTIFICATE OF AUTHORIZATION # LB691</b>		

**PDP18-0004**  
Planning Division  
Project Staff Report

Prepared by Justin Heller, Planner

Reviewed by Mike Struve, Planning Team Coordinator

Approved by Robert Pederson, Planning Manager

*June 16, 2018*

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**PURPOSE**

This document provides a single, consolidated review for a Planned Development Project (PDP) entitled “Duffy’s Parking Lot Expansion.” Within this report the following topics are addressed:

- Description of the subject property
- Previously granted entitlements associated with the project
- Need for the PDP
- Description of the proposed project
- Analysis of applicant requests
- Analysis of the project regarding general standards and requirements for PDPs
- Consistency with the City’s Comprehensive Plan
- Project recommendation.

**DESCRIPTION OF THE SUBJECT PROPERTY**

This PDP includes Lots 12-20 & 52-62, Unit 44, Block 1699. The ± 2.3-acre site has frontage along Cape Coral Parkway and Southeast 47<sup>th</sup> Terrace, with access from both streets. An alley runs through the middle of the site. The site is currently developed with two commercial buildings and parking which are used for a restaurant and offices.

**PREVIOUSLY APPROVED ENTITLEMENTS FOR THE SUBJECT PROPERTY**

A PDP for this property was approved in 2003 for a project entitled “Houlihan’s Restaurant and Office Building.” Ordinance 112-03 granted the following:

- Rezoning of Lots 19+20 and 52+53, from Professional Office (P-1) to Pedestrian Commercial (C-1)
- A deviation allowing vehicles to back onto a public right-of-way (alley)

The PDP approved a site plan for a 6,358-sq. ft. restaurant with 1,732 sq. ft. covered courtyard and 330 sq. ft. open patio in Phase one and a 9,587-sq. ft. two story office building in Phase two.

**NEED FOR THE PDP AMENDMENT**

The project area is being expanded to include 2 additional parcels which will allow space for additional parking to serve the existing development.

## DESCRIPTION OF THE PROPOSED PROJECT

The Developer seeks to construct a 44-space parking lot on the incorporated parcels. Improvements to the alley and associated drainage infrastructure are also proposed. No new buildings or utilities are proposed as part of this development.

## SUMMARY OF APPLICANT REQUESTS

Developer requests along with the accompanying staff recommendations are summarized in Table 1. A thorough analysis of each request is provided later within a separate section of this report.

**Table 1. Summary of applicant requests and staff recommendations for the Circle K Project.**

Category	Request	Recommendation
Rezoning	Rezone Lots 19+20 and 52+53 from P-1 to C-1.	Approval
Deviation, EDS, Sheet E-1	Deviation allowing vehicles to back onto a public street right-of way.	Approval

### A) REZONING

#### Request

The applicant seeks a rezoning of Lots 19+20, and 52+53, from P-1 to C-1.

#### Analysis:

Staff has reviewed this application based on LUDR, Section 2.7.7, the C-1 District, and the ten (10) General Standards provided within LUDR, Section 8.7.3.B and offers the following analysis:

**1. *The extent to which the value of the property is diminished by the proposed zoning of the property:***

The requested rezone should increase the value of the properties. The C-1 District allows 73 permitted uses and 19 special exception uses, while the P-1 district allows 21 permitted uses and 18 special exception uses. The greater number of uses allows a wider range of development options for current or future owners of the site. Additionally, many commercial uses are allowed in the C-1 whereas most uses allowed in the P-1 district are office or public service uses.

**2. *The extent to which the removal of a proposed change in zoning depreciates the value of other property in the area:***

The proposed rezone should not diminish the value of surrounding properties in Block 1699 since all sites have a Commercial/Profession Future Land Use Classification. Sites to the south with a Single-Family Future Land Use Classification, and sites to the north with Multi-Family Future Land Use Classification should not depreciate in value as they are already situated near other properties in Block 1699 with C-1 zoning.

**3. The suitability of the property for the zoning purpose:**

The current C-1 Zoning is consistent with the CP Future Land Use Classification (FLU). The parcels are on a major commercial corridor and are adjacent to other properties with C-1 Zoning. While the parcels are small for most commercial development, they can be combined with adjacent properties for a larger building site. The owner also owns the site to the west and plans to combine the parcels with the existing Duffy's Restaurant site. A site plan has been submitted for approval (SP18-0017) to create additional parking and water management areas.

Given the future land use classification of the site, the surrounding future land use, and rezoning patterns in Block 1699, staff finds that the parcels are suitable for the requested C-1 zoning.

**4. The character of the neighborhood, existing uses, zoning of nearby and surrounding properties, and compatibility of the proposed zoning:**

Surrounding future land use, zoning, and existing uses of the subject property and adjacent parcels is shown in Table 2.

**Table 2. Zoning Classifications, Future Land Use Designations and Existing Uses of the Site and Surrounding Parcels.**

<b>Subject Parcel</b>	<b>Zoning</b>	<b>Future Land Use (FLU)</b>	<b>Existing Use</b>
<b>Current:</b>	Professional Office (P-1)	Commercial/Professional (CP)	Undeveloped
<b>Proposed:</b>	Pedestrian Commercial (C-1)	Commercial/Professional (CP)	Parking lot
	<b>Surrounding Zoning</b>	<b>Surrounding FLU</b>	<b>Surrounding Existing Uses</b>
<b>North:</b>	Multi-Family (R-3)	Multi-Family (MF)	SW 47 <sup>th</sup> Ter/Multi-Family Homes
<b>South:</b>	Single-Family (R-1B)	Single-Family (SF)	Cape Coral PKWY/ Single-Family Homes
<b>East:</b>	C-1/P-1	Commercial/Professional (CP)	Offices /Multi-Family Homes/ Vacant Land
<b>West:</b>	C-1/P-1	Commercial/Professional (CP)	Offices /Multi-Family Homes/ Vacant Land

The subject block has a CP Future Land Use and is comprised mostly of commercial buildings with some multi-family housing and several vacant lots. Near the subject site are residential uses, including multi-family residences to the north across SW 47th Terrace, and single-family homes to the south across Cape Coral Parkway. Architectural standards for buildings and landscape buffers for C-1 zoned sites will assist in promoting a development that is harmonious with the existing residential development in the area.

**5. The relative gain to the community as compared to the hardship, if any imposed, from rezoning said property:**

The rezone will benefit the community by allowing for a greater variety of commercial uses along a commercial corridor and by increasing the commercial tax base of the City.

**6. *The community need for the use proposed by the zoning:***

As noted in the Future Land Use Element of the City of Cape Coral Comprehensive Plan, the City has identified a need for increasing commercial land within Cape Coral. While P-1 and C-1 are both considered commercial, C-1 has a greater number of allowed uses, which allows a wider range of development options for the site.

**7. *Length of time the property proposed to be rezoned has been vacant, as zoned, when considered in the context of the City of Cape Coral Comprehensive Land Use Plan for the development of the proposed property and surrounding property:***

In 1990, lots 19+20 and 52+53 were rezoned from R-3 to P-1 by Ordinance 61-90. Lots 52+53 had a residence on it that was demolished in 2013.

**8. *The extent to which the proposed zoning promotes the health, safety, morals, or general welfare of this community:***

The proposed rezoning will not negatively affect the health, safety or welfare of the community because other properties with commercial zoning exist within close proximity of the site.

**9. *The extent to which the proposed zoning will impact the level of service standards for public facilities as specified in the Comprehensive Plan:***

The level of service standards for utilities, roads, and public services are anticipated to be unaffected by this rezone. Centralized water, sewer, and irrigation services are available to the site.

**10. *Whether the proposed zoning is consistent with the City of Cape Coral's Comprehensive Land Use Plan:***

The proposed rezone is consistent with the City Comprehensive Plan Policy 1.15.C as the Future Land Use classification is CP. The recommended C-1 zoning will maintain consistency with other commercial-zoned sites in Block 1699 that includes a site to the immediate west that is also owned by the applicant in this case.

**Recommendation:**

Based on the analysis contained within this report, staff recommends approval of the requested C-1 Zoning.

**B) Deviation from the Engineering Design Standards**

### Request

The Developer seeks a deviation to Sheet E-1 of the Engineering and Design Standards (EDS) to allow vehicles parked in designated parking spaces to back onto a public street right-of way (alley).

### Analysis

The original PDP zoning (Ordinance 112-03) was approved with a deviation allowing 19 parking spaces to back up onto the public right-of-way (20' wide alley). The applicant seeks a similar deviation to allow 8 parking spaces on the newly added lots to also be able to back up onto the alley. These parking spaces are in line with the others currently granted this Deviation, and should pose no additional safety concerns.

### Recommendation

Staff recommends approval of the Deviation.

## **GENERAL STANDARDS AND REQUIREMENTS FOR PDPS**

This project was also evaluated for compliance with general standards and requirements found in LUDR, Section 4.2 that is provided below.

- A. *Environmental control standards:* The site was inspected by qualified City staff for environmental compliance. No listed species or sensitive lands were found on this site. The affidavit submitted by the developer stated that no burrowing owls or gopher tortoises were present on the site.
- B. *Maintenance of improvements:* All landscaped areas and open space will be maintained in good condition for the life of the project.
- C. *Consistency with Comprehensive Plan:* This project is consistent with several policies and goals contained within the Comprehensive Plan that are discussed in greater detail elsewhere in this report.
- D. *Financial Responsibility:* This standard is not applicable as the owner will not be required to provide a statement of financial responsibility for this project.
- E. *Dimensional requirements:* Other than the Deviations requested in this PDP, the project is compliant with those dimensional requirements associated with the C-1 District.
- F. *Maximum density:* This project does not involve a residential use. As a result, this standard is not applicable.
- G. *Minimum parcel size:* The C-1 District lacks a minimum lot area requirement. In addition, the project is not located in the City's Urban Services Reserve Area that requires a minimum of three acres for projects other than the development of single-family homes, or restricts uses to those that generate no more than 1,320 gallons of wastewater per acre per day.

- H. *Time limitation:* Substantial construction is required to commence within two years from the date of project approval or within one year fo the last permit approval for all appropriate regulatory bodies, whichever is less.
- I. *Ownership requirements:* The Developer seeking PDP approval, CAPE CORAL PARKWAY LLC., is the sole owner of the property involved in this PDP application.
- J. *Special exceptions:* No Special Exceptions are being sought with this application.
- K. *Deviations:* One deviation to the LUDRs is sought to provide setback relief for a wall along the north property line.
- L. *Underground Utilities:* This project will not involve new construction on the site. Utilities already exist on the site.

## CONSISTENCY WITH THE COMPREHENSIVE PLAN

A list of Comprehensive Plan objectives and policies applicable to this request are as follows:

### Conservation and Coastal Management Element

**Policy 1.7.9. Burrowing owl affidavit.** An affidavit was submitted by the Developer as part of the SDP application. The affidavit stated that no burrowing owls or gopher tortoises were present on the site.

### Future Land Use Element

**Policy 1.15. Densities and intensities associated with future land use classifications.** The proposed C-1 Zoning is consistent with the Commercial/Professional Future Land Use of the parcel.

**Policy 1.17. Buffering for protecting existing residential land uses.** Buffer yard “C” provided on north property line adjacent to multi-family zoning.

**Policy 8.3. Minimize impacts on residential uses.** Buffer yard “C” provided on north property line adjacent to multi-family zoning.

## PROJECT RECOMMENDATION

Staff finds that this PDP amendment, described within this report, is consistent with the City’s LUDRs and Comprehensive Plan. Staff supports all requests made by the applicant and recommends approval of this PDP amendment subject to the conditions contained within the development order of this project.

---

### Staff Contact Information

Justin Heller

PH: 239-574-0587

Email: [jheller@capecoral.net](mailto:jheller@capecoral.net)

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USA

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**Run Times:** 1

**No. of Affidavits:** 1

**Run Dates:** 07/14/18

**Text of Ad:**

**NOTICE OF PUBLIC HEARING**

**CASE NUMBER:** PDP18-0004

**REQUEST:** The developer seeks to expand the project area by 20,000 square feet to include lots 19-20 and 52-53, unit 44, block 1699; Rezone lots 19-20 and 52-53, from Professional Office (P-1) to Pedestrian Commercial (C-1); and expand a previously approved deviation to the engineering and design standards, sheet e-1, allowing a parking lot design where vehicles can back onto a public right-of-way (alley).

**LOCATION:** 627 & 629 Cape Coral Parkway W, 620 SW 47th Terrace

**CAPE CORAL STAFF CONTACT:** Justin Heller, Planner, 239-574-0587, Jheller@capecoral.net

**PROPERTY OWNER(S):** Thomas J. Morrison, Cape Coral Parkway LLC.

**AUTHORIZED REPRESENTATIVE:** Al Quattrone P.E., Quattrone and Associates, Inc.

**UPCOMING PUBLIC HEARING:** Notice is hereby given that the City of Cape Coral Hearing Examiner will hold a public hearing at 9:00 A.M. on Tuesday, July 24, 2018 on the above mentioned case. The public hearing will be held in the City of Cape Coral Council Chambers, 1015 Cultural Park Boulevard, Cape Coral, FL.

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

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

**DETAILED INFORMATION:** The case report and colored maps for this application are available at the City of Cape Coral website, [www.capecoral.net/publichearing](http://www.capecoral.net/publichearing) (Click on 'Public Hearing Information', use the case number referenced above to access the information); or, at the Planning Division counter at City Hall, between the hours of 7:30 AM and 4:30 PM

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

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

by order of  
Rebecca van Deutekom, MMC  
City Clerk  
REF # PDP18-0004  
AD# 3030589 July 14, 2018

Department of Community Development  
Planning Division

AFFIDAVIT

IN RE: APPLICATION OF: Duffy's Parking Lot

APPLICATION NO: PDP18-0004

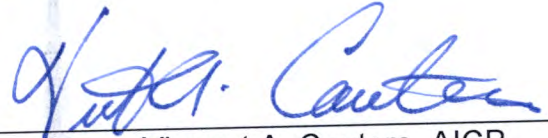
STATE OF FLORIDA       )  
                                      ) §  
COUNTY OF LEE        )

I, Vincent A. Cautero, AICP having first been duly sworn according to law, state on my oath the following:

That I am the Director of the Department of Community Development and responsible in performing duties as required for the City of Cape Coral.

That pursuant to City of Cape Coral Code. Section 8.3.2A and Section 8.11.3.A all required written notice and publication has been provided. Also, posting of a sign has been done when applicable per Section 8.3.2A.

DATED this 16<sup>th</sup> day of July, 2018.

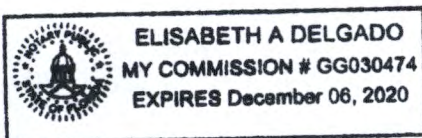


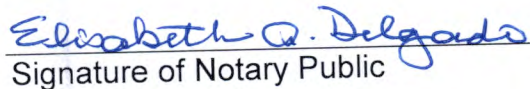
Vincent A. Cautero, AICP

STATE OF FLORIDA  
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of July, 2018, by Vincent A. Cautero, AICP, who is personally known to me and who did not take an oath.

Exp. Date 12/16/20 Commission # 66030474



  
Signature of Notary Public

Elisabeth A. Delgado  
Print Name of Notary Public



## NOTICE TO SURROUNDING PROPERTY OWNERS

**CASE NUMBER:** PDP18-0004

**REQUEST:** The developer seeks to expand the project area by 20,000 square feet to include lots 19-20 and 52-53, unit 44, block 1699; Rezone lots 19-20 and 52-53, from Professional Office (P-1) to Pedestrian Commercial (C-1); and expand a previously approved deviation to the engineering and design standards, sheet e-1, allowing a parking lot design where vehicles can back onto a public right-of-way (alley).

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**CAPE CORAL STAFF CONTACT:** Justin Heller, Planner, 239-574-0587, [jheller@capecoral.net](mailto:jheller@capecoral.net)

**PROPERTY OWNER(S):** Thomas J. Morrison, Cape Coral Parkway LLC.

**AUTHORIZED REPRESENTATIVE:** Al Quattrone P.E., Quattrone and Associates, Inc.

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**APPEALS:** If a person decides to appeal any decision made by the Hearing Examiner with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that,

Department of Community Development  
Post Office Box 150027 • Cape Coral, Florida 33915-0027  
1015 Cultural Park Blvd. • Cape Coral, Florida 33990  
Email: [planningquestions@capecoral.net](mailto:planningquestions@capecoral.net)

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.





Subject Parcels


SW 47TH TER

CAPE CORAL PKWY W

CITY OF CAPE CORAL

Department of  
Community Development

Case # PDP18-0004

 Subject Parcel



Map Date: June 13, 2017  
Aerial Date: 2018

0 50 100  
Feet

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








# CITY OF CAPE CORAL

Department of  
Community Development  
Planning Division

## ZONING MAP 500 Proximity Boundary

Case No. PDP18-0004

### Legend

-  500' Boundary
-  Subject Parcels
-  C-1
-  P-1
-  R-1B
-  R-3
-  Canals/Lakes



JUNE 13, 2018

0 75 150 225 300 Feet

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KRKA

SKYLINE BLVD

SW 7TH PL

SW 7TH AVE

SW 6TH PL

SW 6TH AVE

SW 47TH ST

SALMON CANAL

Subject Parcels

SW 47TH TER

CAPE CORAL PKWY W

THUNDERBIRD LAKE

VERNON CANAL

SW 5TH PL

500' Proximity Boundary



# CITY OF CAPE CORAL

Department of  
Community Development  
Planning Division





## FUTURE LAND USE MAP 500 Proximity Boundary

Case No. PDP18-0004

### Legend

-  500' Boundary
-  Subject Parcels

### Future Land Use

-  SF
-  MF
-  CP
-  Canals/Lakes

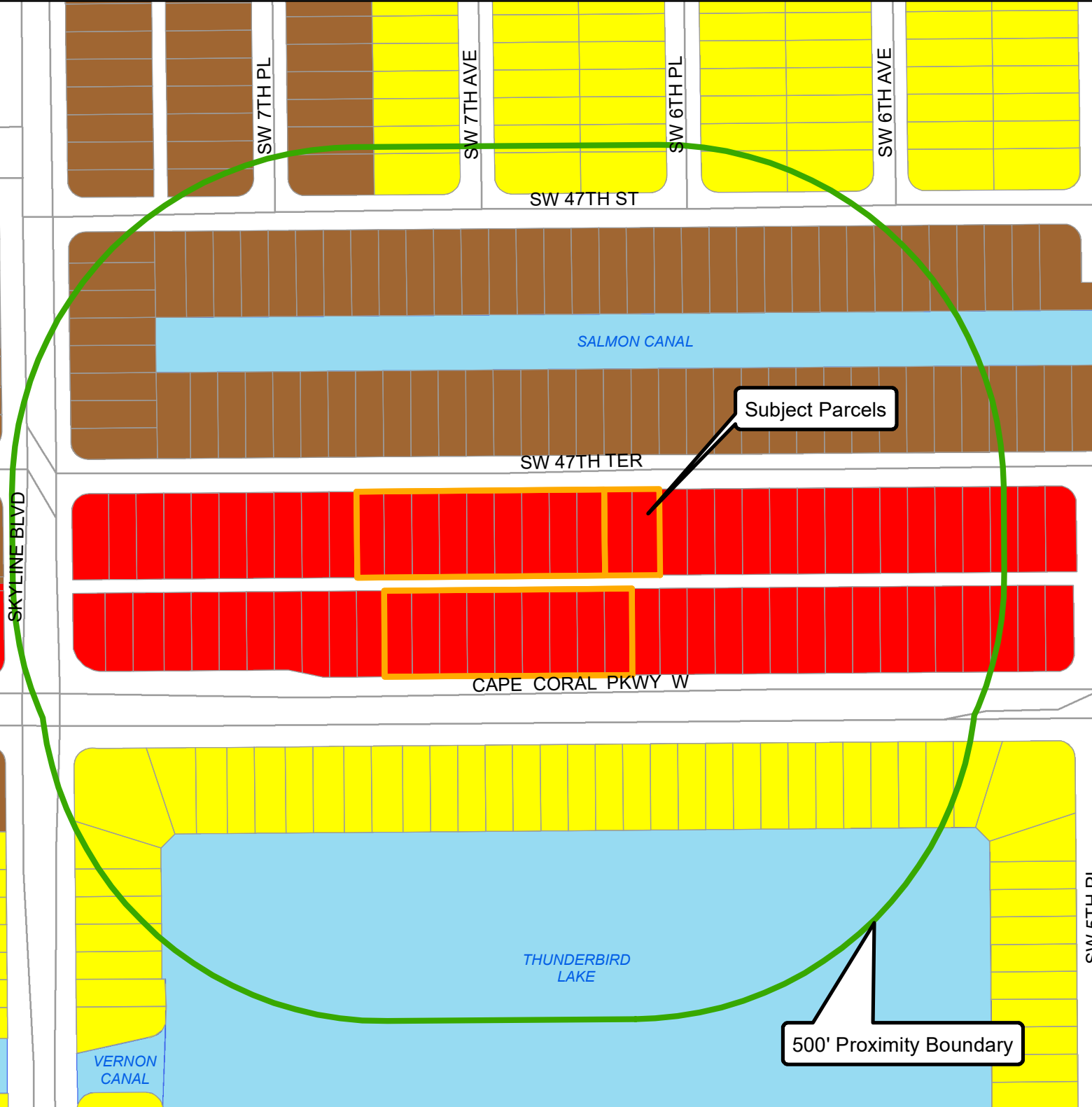


JUNE 13, 2018

0 75 150 225 300 Feet

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KRKA



Owner_Name	Mailing_Ad	Mailing_Ci	Mailing_Zi
HAYES JOHN P PAULINE R	3491 BUDEHAVEN DR	NANAIMO	BC V9T 6E1 CA
STAVROU BESSY	116 CHEPSTOW CLOSE	LONDON	ON N6G 3S2 CA
VANDERKUIP ROBERT + SYLVIA	154 LAKESHORE RD RR # 2	WHITELAKE	ON K0A 3L0 CA
WALBERG VICTOR 1/2 + SKYBA MICHAEL LARRY 1/4 + TOPPAZZINI ANTHONY JOSEPH 1/4 T/C	736 DOWNLAND AVE	SUDBURY	ON P3A 5T3 CA
104 FARE CAPE LLC	709 CAPE CORAL PKWY	CAPE CORAL	FL 33914
614 CAPE CORAL LLC	9052 MARY CLARKE PL	PARKER	CO 80138
615 CCC PKWY LLC	16970 SAN CARLOS BLVD # 226	FORT MYERS	FL 33908
616 SW 47TH TERRACE LLC	17211 CHARLEE RD	PUNTA GORDA	FL 33955
709 C C PKWY INC LAWRENCE SWAN	709 CAPE CORAL PKWY W	CAPE CORAL	FL 33914
ADAMS C WARFIELD + HELEN A	610 SW 47TH TER #3	CAPE CORAL	FL 33914
ADAMS STACY L/E	PO BOX 306	RIPON	WI 54971
ALONGI ANTHONY J	2509 NIAGARA FALLS BLVD	NIAGARA FALLS	NY 14304
ANDERSON DAVID L + BARBARA A	4807 SKYLINE BLVD	CAPE CORAL	FL 33914
BAUM GABRIELE	12155 METRO PKWY STE 21	FORT MYERS	FL 33966
BOUTWELL THOMAS F + MARIE J	4626 SW 7TH AVE	CAPE CORAL	FL 33914
CAPE CORAL PARKWAY LLC	222 LAKEVIEW AVE PH-5	WEST PALM BCH	FL 33401
CARRIL ELIZABETH TR FOR ELIZABETH CARRIL TRUST	PO BOX 547176	SURFSIDE	FL 33154
CARVER RENATE G TR FOR RENATE G CARVER TRUST	1005 SE 21ST ST	CAPE CORAL	FL 33990
CARWILE LESLIE PARKER	1160 WARWICK PARK RD	HENRICO	VA 23231
CATOBEE LLC	1320 WEST ABINGTON COMBS	LAKE FOREST	IL 60045
CHETUCK PETER JOHN	67 WYLDE RD	MOUNT SINAI	NY 11766
CUBBERLEY BENJAMIN MARK	610 SW 47TH TER #6	CAPE CORAL	FL 33914
DEROUIN PAIGE D	713 SW 47TH TER # 103	CAPE CORAL	FL 33914
DOMBAL DANIEL	236 HENRY ST	MASSAPEQUA PARK	NY 11762
EICKHORST CEDRIC C + SALLY	720 CAPE CORAL PKWY W	CAPE CORAL	FL 33914
ELLIOTT MIKE & BARBARA L	527 CAPE CORAL PKWY W UNIT 3	CAPE CORAL	FL 33914
GARBERSON DAVID R & GARBERSON ELIZABETH J	527 W CAPE CORAL PKWY #7	CAPE CORAL	FL 33914
GARCIA RALPH TR FOR GARCIA REV TRUST	PO BOX 100472	CAPE CORAL	FL 33910
GARTNER ANDREA	1616 CAPE CORAL PKWY W 102-305	CAPE CORAL	FL 33914
GERHART JOHN J + GERHART GWEN M T/C	3689 E MILL HILL RD	COOPERSBURG	PA 18036
GILLETTE DENISE A & PERRY L + KING DEBBIE	703 WALNUT LANE	MARENGO	IL 60152
GOETZ HERBERT L TR + GOETZ LYDIA TR FOR ATLANTIC COLONIAL TRUST	P O BOX 101700	CAPE CORAL	FL 33910
GONZALEZ MODESTO TR FOR MODESTO GONZALEZ LIVING TRUST	4710 SW 16TH PL	CAPE CORAL	FL 33914
GRANT TAMARA	196 50TH AVE	PRAIRIE CITY	IA 50228
HENSON SUSAN J PHIL VAN WINKLE	5326 SKYLINE BLVD	CAPE CORAL	FL 33914
HERMANN DONALD A & JUDY M	14116 OLD HOLT CT	LINDSTROM	MN 55045
HOLDEN GERALD A + DORA J	416 GUARD HILL RD	MIDDLETOWN	VA 22645
HORNBECK NIEVES	29 WOODS RUN	FARMINGTON	CT 06032
HUSSEY JOHN A JR TR FOR JADE REALTY TRUST	3 ABERJONA DR	WOBBURN	MA 01801
JENSEN TERRY O	610 CAPE CORAL PKWY W	CAPE CORAL	FL 33914
KAELIN WILMA D	713 SW 47TH TER #102	CAPE CORAL	FL 33914
KAPUSTA JOHN + VIVIAN	2139 SW 22ND CT	CAPE CORAL	FL 33991
KASL BUILDING PARTNERSHIP LLP	1711 SE 47TH TER	CAPE CORAL	FL 33904
KMR HOMES LLC JOSE IGNACIO RODRIGUEZ	3403 HANCOCK BRIDGE PKWY STE 2	NORTH FORT MYERS	FL 33903
LYNCH KATHLEEN PATRICIA	712 CAPE CORAL PKWY W	CAPE CORAL	FL 33914
MACDONALD GREGG S + SHERYL K	610 SW 47TH TER # 5	CAPE CORAL	FL 33914
MARCHESE ANTHONY + MARTIN SHARI	11 SAMANTHA DR	CORAM	NY 11727
MARQUEZ GERMAIN	622 SW 47TH ST #1	CAPE CORAL	FL 33914
MARTIN ALVIN + SABRINA	610 SW 47TH TER #7	CAPE CORAL	FL 33914
MATRISCIANO MARIANNE H	610 SW 47TH TER #4	CAPE CORAL	FL 33914
MILLER DAVID K + KAREN M	530 CAPE CORAL PKWY	CAPE CORAL	FL 33914

MILLER PATRICIA ANN TR	716 CAPE CORAL PKWY W	CAPE CORAL	FL	33914
MYERS BILLY G 1/2 + THACKER FLORENTINA J 1/2 T/C	713 SW 47TH TER #104	CAPE CORAL	FL	33914
NICHOLS PATRICIA J	3657 SE 5TH CT	CAPE CORAL	FL	33914
OROURKE JOHN C + JANET A	PO BOX 1806	ELLICOTTVILLE	NY	14731
ORTEGA TONI L	610 SW 47TH TER UNIT 1	CAPE CORAL	FL	33914
PAREDES ADONAY	527 CAPE CORAL PKWY W # 8	CAPE CORAL	FL	33914
PISCITELLI SUSAN S	4627 SW 6TH PL	CAPE CORAL	FL	33914
PRUETT KAREN A	527 CAPE CORAL PKWY W APT 6	CAPE CORAL	FL	33914
RODRIGUEZ LUZ JOSE IGNACIO RODRIGUEZ	3403 HANCOCK BRIDGE PKWY # 2	NORTH FORT MYERS	FL	33903
ROSARIO-ROJAS JACQUELINE + ROJAS LUIS				
FERNANDO H/W	4626 SW 6TH AVE	CAPE CORAL	FL	33914
RUSS JEANNE M TR FOR EUSS FAMILY TRUST	626 CAPE CORAL PKWY W	CAPE CORAL	FL	33914
RYAN MARYANN	527 CAPE CORAL PKWY W # 2	CAPE CORAL	FL	33914
SCHUTT ROGER L	4235 SE 20TH PL APT C505	CAPE CORAL	FL	33904
SHAPIRO MICHAEL	PO BOX 302	GRANVILLE	OH	43023
SHULTZ CHRISTEL	140 EL DORADO PKWY SW	CAPE CORAL	FL	33914
SMITH LINDA + ESPOSITO LOUIS T/C	1001 S 9TH ST	PHILADELPHIA	PA	19147
TCJBN LLC	1320 ABINGTON CAMBS DR	LAKE FOREST	IL	60045
THOMAS WILLIAM D JR + MARY C	627 SW 47TH TER	CAPE CORAL	FL	33914
TRAN THUTRANG + DINH HA THANH H/W	305 TAPESTRY CIR	EXTON	PA	19341
TRISKO FRANK J TR FOR FRANK J TRISKO TRUST	PO BOX 151197	CAPE CORAL	FL	33915
UGX PROPERTY AND BUILDING SOLU	1453 CATON FARM RD	LOCKPORT	IL	60441
VOLGARI MARGARETE	748 CLEARFIELD AVE	CHESAPEAKE	VA	23320
WATT BARBARA M TR ANDREW A BARNETTE	4427 DEL PRADO BLVD	CAPE CORAL	FL	33904
WEST JULIAN WRAY & WEST SHERRY TURK	704 CAPE CORAL PKWY W	CAPE CORAL	FL	33914
WHITTON MARK A	622 CAPE CORAL PKWY W	CAPE CORAL	FL	33914
WOODCOCK ALBERT F + M JANE	534 CAPE CORAL PKWY W	CAPE CORAL	FL	33914
YOUNG JUNIUS	726 SW 47TH TER APT D	CAPE CORAL	FL	33914

CITY OF CAPE CORAL, FLORIDA  
OFFICE OF THE HEARING EXAMINER

PDP HEX Recommendation 4-2018  
Rendered July 26, 2018

DUFFY'S PARKING LOT EXPANSION PDP  
DCD Case # PDP 18-0004

**SECTION I. RECOMMENDATION OF APPROVAL OF DUFFY'S PARKING LOT  
EXPANSION PDP**

Pursuant to City of Cape Coral Land Use and Development Regulations ("LUDRs") Article IV, §4.2, Planned Development Project Procedure, the Applicant has requested the Hearing Examiner's Recommendation of Approval to the City Council regarding Duffy's Parking Lot Expansion Planned Development Project, including (i) Rezoning of four (4) lots from the Professional Office (P-1) Zoning District to the Pedestrian Commercial (C-1) Zoning District; (ii) Granting a Deviation to allow vehicles to back onto a public right-of-way (alley); (iii) Granting Development Plan Approval pursuant to Section 4.2 of the City of Cape Coral Land Use and Development Regulations; (iv) Providing for findings of fact and conclusions of law; (v) Providing for action on request and conditions of approval; (vi) Providing for legal effect and limitations of this PDP Development Order and administrative requirements; and (vii) Providing severability and an effective date.

**The Hearing Examiner recommends approval of the Project, subject to the terms and conditions set forth below. Such recommendation is inclusive of the document which is attached hereto as Exhibit "A" and is hereby incorporated by reference:**

Duffy's Restaurant Parking Expansion Master Site Plan, Sheet SD-04, 4 of 9, dated March 13, 2018, prepared by Quattrone and Associates, Inc.

**SECTION II. REVIEW OF LUDR REQUIREMENTS**

1. Authority. The Hearing Examiner has the authority (i) to recommend to the City Council approval or denial of an application for those planned development projects which are set forth in LUDR §4.2.5F<sup>1</sup> and (ii) if the recommendation is for approval, to recommend the establishment of appropriate conditions and safeguards (LUDR §4.2.5F.2).
2. Standard of Review of Evidence; Hearsay Evidence. The Hearing Examiner's decision is based on whether the Application meets all applicable requirements of the Comprehensive Plan, the City Code of Ordinances, and the LUDRs,

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<sup>1</sup> With the procedure for amendment of PDPs set forth in LUDR §4.2.5A.3

upon review of the entirety of the record. In rendering this Recommendation, the Hearing Examiner gave full and complete consideration to the request of the Applicant, the recommendations of staff, the documentary evidence presented at the hearing, and the testimony of all interested persons.

Hearsay evidence may be used to supplement or explain other evidence, but it shall not be sufficient by itself to support a finding unless it would be admissible over objection in court. In rendering her Recommendation, the Hearing Examiner must consider all competent substantial evidence in the record as such is defined in LUDR § 8.3.1.C.3.b.<sup>2</sup>

3. Notice of Hearing, Participants, and Submission of Documentary Evidence

Based on the testimony of City Staff Justin Heller at the beginning of the Hearing on July 24, 2018, the Hearing Examiner finds that proper notice of this hearing was provided, in accordance with the requirements of LUDR Article VIII, §8.3, Public Hearings.

The Hearing participants were City Staff Justin Heller; City Clerk Representative Patricia Sorrels; and Applicant's Representative, Greg Stuart, MUP<sup>3</sup>. In addition, the Hearing Examiner admitted a letter from William D. and Mary C. Thomas, undated but received by staff on the day of the Hearing.<sup>4</sup>

4. Site Visit. The Hearing Examiner conducted a site visit.

5. Applicant's Incorporation of Staff Report and Staff Testimony. The Applicant's Representative incorporated the Staff Report and Staff Testimony ("Staff Input") into Applicant's presentation and requested the Hearing Examiner to recommend that City Council find the Staff Input as findings of fact.

6. Hearing Examiner's Recommended Findings of Fact. All documentary and oral testimony referenced below is accepted by the Hearing Examiner as recommended findings of fact, unless specifically noted otherwise. The Hearing Examiner recommends that the City Council accept such testimony as findings of fact to substantiate its decision regarding this application.

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<sup>2</sup> "Competent Substantial Evidence shall mean testimony, documentary, or other evidence based on personal observation and which will establish a substantial basis from which a fact at issue can reasonably be inferred. It includes fact or opinion evidence offered by an expert on a matter that requires specialized knowledge and that is relevant to the issue to be decided. Competent Substantial Evidence is evidence a reasonable mind could accept as having probative weight and adequate to support a legal conclusion." LUDR § 8.3.1.C.3.b

<sup>3</sup> Mr. Stuart was recognized by the Hearing Examiner as an expert in land planning issues, based upon his testimony regarding his qualifications and his prior expert witness testimony before the Hearing Examiner.

<sup>4</sup> A copy of this letter is available from the Clerk's Office. The Applicant's Representative and the Hearing Examiner were provided a copy of the letter prior to the Hearing. Applicant's Representative had an opportunity to review and address its contents at Hearing.

### SECTION III. RECOMMENDED GENERAL FINDINGS OF FACT AND CONCLUSIONS OF LAW

1. Street Address, Legal Description and STRAP Number of PDP Property.  
The subject property is located at 620 SW 47<sup>th</sup> Terrace and 627,629 Cape Coral Parkway W., Cape Coral FL. The legal description is as follows: Unit 44, Block 1699, Lots 12 through 20 and 52 through 62, Cape Coral Subdivision Part 1, according to the Plat thereof recorded in Plat Book 21, Pages 104 through 112, inclusive, Public Records of Lee County Florida. The STRAP number is: 14-45-23-C1-01699.0190,.0520, & .0540.
2. Legal and Equitable Owner of Subject Property. The legal and equitable owner of the subject property is Thomas J. Morrison – Cape Coral Parkway, LLC.
3. Zoning District and Future Land Use Designation of the Property in the Current PDP. The zoning classification of the property currently in the PDP is Pedestrian Commercial (C-1), with a Future Land Use Designation of Commercial/ Professional (CP).
4. Zoning District and Future Land Use Designation of the Property Proposed to be Added to the PDP. The current zoning classification of the property proposed to be added to the PDP is Professional Office (P-1), with a Future Land Use Designation of Commercial/ Professional (CP).
5. Description of Property Contained in the PDP and Prior Entitlements. The Applicant's Representative testified that the PDP includes ± 2.3-acre with frontage along Cape Coral Parkway and Southeast 47<sup>th</sup> Terrace, with a public right-of-way (alley) effectively bisecting the site. This alley provides access to Skyline Boulevard. The site is currently developed with two commercial buildings (Duffy's Restaurant and an office building) and parking.

A PDP for this property was approved in 2003<sup>5</sup> for a project entitled "Houlihan's Restaurant and Office Building," granting the following entitlements:

- Rezoning of Lots 19+20 and 52+53 from Professional Office (P-1) to Pedestrian Commercial (C-1); and
- A deviation allowing vehicles to back onto a public right-of-way (alley)

The PDP also approved a site plan for a 6,358-square foot restaurant with 1,732 square foot covered courtyard and 330 square foot open patio (Phase One) and a 9,587-square foot two story office building (Phase two). These were constructed.

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<sup>5</sup> Via Ordinance 112-03.

6. Need for the PDP Amendment/Description of the Proposed Project. The Applicant proposes that the Council rezone the east adjoining parcels from P-1 to C-1 to enable Applicant to construct a 44 space parking lot for Duffy's Restaurant. Improvements to the alley and associated drainage infrastructure are also proposed. Applicant's Representative testified that no new buildings or utilities are proposed as part of the development and that Applicant requests that all other prior approval conditions remain in place.
7. Summary of Applicant's Requests. Applicant's Representative summarized Applicant's requests as follows:
  - Expansion of the project area by 20,000 square feet to include Lots 19 and 20 and 52 and 53; and
  - Approval of a Zoning Map Amendment to rezone Lots 19 and 20 and 52 and 53 from P-1 to C-1; and
  - Expansion of a previously approved deviation to the Engineering Design Standards (EDS), Sheet E-1 to allow a parking lot design for vehicles to back onto the public street right-of-way (alley).

#### **SECTION IV. RECOMMENDED FINDINGS OF FACT AND CONCLUSIONS OF LAW: APPLICATION FOR REZONING FROM PROFESSIONAL OFFICE (P-1) TO PEDESTRIAN COMMERCIAL (C-1) ZONING DISTRICT**

Rezoning Application. The Applicant seeks to rezone the subject property from Professional Office (P-1) to Pedestrian Commercial (C-1).

In reviewing this rezoning application for consistency with the Comprehensive Plan of the City of Cape Coral (including the Future Land Use Map and its accompanying text), the Hearing Examiner is required to apply the general standards set forth in LUDR § 8.7.3.B, in conjunction with the requirements of LUDR §2.7.7.

*Application of General Standards. LUDR §8.7.3.B.*

1. *The extent to which the value of the property is diminished by the proposed land use restriction or zoning of the property.*

Applicant's Representative testified that the rezoning should have a positive effect on the value of this property. From his personal experience in visiting the restaurant as a customer at various times of the day and various days of the week, he testified it was common for other visitors to the property to park haphazardly all over both the structured parking lots and these additional (unimproved) lots, in addition to in the alley and on 47<sup>th</sup> Terrace.

In addition, Applicant's Representative testified that, generally, property values increase as the number of uses increase and options available to an owner to utilize the property increase. Staff testified that the value of these parcels would likely increase since the C-1 Zoning District allows a greater number of uses (92 permitted or special exception uses) compared to the P-1 District (39 uses).

Based on the above testimony, the Hearing Examiner recommends that City Council find that **the value of the subject property would not be diminished by the proposed rezoning.**

2. *The extent to which the removal of a proposed land use restriction or change in zoning depreciates the value of other property in the area.*

The letter from William D. Thomas and Mary C. Thomas, owners of the duplex directly behind Duffy's Restaurant across SW 47<sup>th</sup> Terrace, expressed concerns regarding egress from Duffy's parking lot onto 47<sup>th</sup> Terrace, stating that formalizing the current entrance/exit on that street would present a safety hazard for residents and others. However, the letter also spoke favorably about paving the parking lot, which the Hearing Examiner construes as voicing approval for the rezoning.

Across Cape Coral Parkway are single-family homes. As these homes are separated from the site by a major arterial, the proposed rezoning should not depreciate their value. To the north, on SW 47<sup>th</sup> Terrace, are a mix of duplexes, condominiums, and other multi-family homes. Commercial offices, additional multi-family homes and vacant land lie to the east and west. As the proposed PDP Amendment would just add an accessory use parking lot to the existing restaurant/commercial building and ameliorate the current haphazard parking situation on the subject lots, SW 47<sup>th</sup> Terrace and elsewhere, it is unlikely that the value of these properties would be depreciated.

After considering the presentations of staff and the Applicant's Representative as well as the concerns expressed in the letter from the public, the Hearing Examiner recommends that the City Council find the proposed rezoning is **not anticipated to depreciate** the value of other properties in the area.

3. *The suitability of the property for the zoning purpose or land use restriction imposed on the property as zoned.*

Staff testified that this request expands an existing commercial use only allowed in the C-1 District. The Applicant's Representative testified that, due

to its relatively small size and location adjacent to a major local restaurant, the property is not suitable for development in the current P-1 zoning district.

Based on the foregoing, the Hearing Examiner recommends that City Council find **the property is not suitable for the zoning purpose imposed on the property as currently zoned.**

4. *The character of the neighborhood, existing uses, zoning of nearby and surrounding properties, and compatibility of the proposed land use restriction or zoning.*

Staff provided the table below as part of his analysis of this standard:

<b>Subject Parcel</b>	<b>Zoning</b>	<b>Future Land Use (FLU)</b>	<b>Existing Use</b>
<b>Current:</b>	Professional Office (P-1)	Commercial/Professional (CP)	Undeveloped
<b>Proposed:</b>	Pedestrian Commercial (C-1)	Commercial/Professional (CP)	Parking lot
	<b>Surrounding Zoning</b>	<b>Surrounding FLU</b>	<b>Surrounding Existing Uses</b>
<b>North:</b>	Multi-Family (R-3)	Multi-Family (MF)	SW 47 <sup>th</sup> Ter/Multi-Family Homes
<b>South:</b>	Single-Family (R-1B)	Single-Family (SF)	Cape Coral PKWY/Single-Family Homes
<b>East:</b>	C-1/P-1	Commercial/Professional (CP)	Offices /Multi-Family Homes/Vacant Land
<b>West:</b>	C-1/P-1	Commercial/Professional (CP)	Offices /Multi-Family Homes/Vacant Land

Staff and the Applicant's Representative testified that the proposed buffer required for C-1 zone properties of this type should assist in promoting a development that is harmonious with the existing residential development set forth above.

The Hearing Examiner's analysis under Standard #3, above, is also incorporated into the analysis of this Standard.

Accordingly, the Hearing Examiner recommends that City Council find the **proposed rezoning is compatible with the character of the**

**neighborhood, existing uses, and zoning of nearby and surrounding properties.**

5. *The relative gain to the community as compared to the hardship, if any imposed, by the proposed land use restrictions or from rezoning said property.*

The Hearing Examiner's site visit occurred at approximately 3:30 pm on a Monday afternoon in July, which would normally be a fairly slow time for most restaurants. However, she observed that the existing parking lots for Duffy's and the commercial building were more than half full with cars and trucks and there appeared to be many customers in the restaurant and grill at that time. It would be reasonable to assume, therefore, that the existing parking lots would be overflowing and vehicles would be parked haphazardly in the neighborhood during peak times, as testified to by Applicant's Representative. The Hearing Examiner agrees with Applicant's Representative's testimony that the PDP amendment would provide more "appropriate levels of parking for an established business serving the southwest Cape marketplace."

While the letter from the Thomas's expressed concerns about traffic exiting onto their street, they supported the paving and use of these lots for parking purposes.

The Hearing Examiner agrees with the Applicant's Representative that there should be no hardship were the property to be rezoned.

Based on the foregoing recommended findings of fact, the Hearing Examiner recommends that City Council find **the proposed rezoning would create more gains than hardships to the community.**

6. *Community need for the use proposed by the zoning or land use restriction.*

For the reasons detailed in the analysis of Standards 1 through 5 above, the Hearing Examiner recommends that City Council find **the community needs the use proposed by the applicant.**

7. *Length of time the property proposed to be rezoned has been vacant, as zoned, when considered in the context of the City of Cape Coral Comprehensive Land Use Plan for the development of the proposed property and surrounding property.*

Staff and the Applicant's Representative testified that in 1990, lots 19 and 20 and 52 and 53 were rezoned from R-3 to P-1 by Ordinance 61-90. A residence occupied Lots 52 and 53 until its demolition in 2013.

8. *The extent to which the proposed land use restriction or zoning promotes the health, safety, morals, or general welfare of this community.*

By ameliorating a difficult parking situation, and by adding site improvements to the public alley and the drainage infrastructure at Applicant's sole cost, the proposed rezoning positively impacts the health, safety and general welfare of the community.

Upon inquiry from the Hearing Examiner, the Applicant's Representative agreed to add a sign visible to vehicles exiting Duffy's property onto that street, so as to improve safety for residents and others on the street. Staff and the Applicant's Representative agreed to work together on the verbiage for the sign and present a mutually agreeable condition of approval to City Council at the Hearing.

**The Hearing Examiner recommends a condition that a sign is to be placed on Duffy's property near its 47<sup>th</sup> Terrace entrance/exit (with placement coordinated with staff) so as to instruct motorists to be respectful of the residential nature of that street and exercise proper vehicular safety, with staff and the Applicant's Representative to present mutually agreeable verbiage to Council at the Council's hearing of this matter.**

**The Hearing Examiner recommends that City Council find that, as conditioned, this rezoning will promote the health, safety and general welfare of the community.**

9. *The extent to which the proposed land use, land use restriction, or zoning will impact the level of service standards for public facilities as specified in the Comprehensive Plan.*

Staff and the Applicant's Representative testified there will be no impact on the level of service standards for public facilities, were this zoning change to be approved, as no new buildings or utilities are proposed. In addition, centralized water, sewer and irrigation services are currently available to the site.

**The Hearing Examiner recommends that City Council find that there will be no impact of the proposed rezoning on level of service standards for public facilities.**

10. *Whether the proposed land use restriction, removal of a restriction, or zoning is consistent with the City of Cape Coral Comprehensive Land Use Plan.*

The Hearing Examiner recommends that the City Council adopt the analysis of both staff and the Applicant's Representative as to consistency of the proposed project with the following Comprehensive Plan policies:

Conservation and Coastal Management Element

**Policy 1.7.9. Burrowing owl affidavit.** Applicant has submitted an affidavit that no burrowing owls or gopher tortoises were present on the site.

Future Land Use Element

**Policy 1.15. Densities and intensities associated with future land use classifications.** Both the Applicant's Representative and staff testified that the proposed C-1 Zoning is consistent with the Commercial/Professional Future Land Use of the parcel.

**Policy 1.17. Buffering for protecting existing residential land uses.** Applicant's Representative testified that buffering consistent with LUDR requirements would be provided on north property line adjacent to multi-family zoning.

**Policy 8.3. Minimize impacts on residential uses.** Appropriate buffering would be provided on north property line adjacent to multi-family zoning.

The Hearing Examiner recommends that the City Council find the proposed rezoning to be **compatible with the future land use classification that currently exists for the subject property and the proposed rezoning to be consistent with the goals and objectives of the Comprehensive Plan.**

*Recommendation Regarding Rezoning to the C-1 Zoning District.*

For all the reasons set forth above, the Hearing Examiner recommends that the City Council **grant the rezoning** to the C-1 Zoning District, with the following condition:

1. A sign must be placed on Duffy's property near its 47<sup>th</sup> Terrace entrance/exit (with sign placement coordinated with staff) so as to instruct motorists to be respectful of the residential nature of that street and exercise proper vehicular safety, with staff and the Applicant's Representative to present mutually agreeable sign verbiage to Council at the Council's hearing of this matter.

## **SECTION V. RECOMMENDED FINDINGS OF FACT AND CONCLUSIONS OF LAW: DEVIATION FROM ENGINEERING DESIGN STANDARDS**

### **1. Applicant's Request.**

The Applicant has requested a deviation to Sheet E-1 of the Engineering and Design Standards (EDS) so as to allow a parking configuration whereby 8 vehicles parked in the proposed new lots' designated parking spaces may back up onto the public street right-of-way (alley). The Applicant's Representative testified that this right-of-way is approximately twenty (20) feet wide.

### **2. History.**

Ordinance 112-03 allowed a deviation for 19 parking spaces to be configured so that their vehicles may back up onto the same right-of-way.

### **3. Hearing Testimony.**

During her site visit, the Hearing Examiner observed that the utilized part of the alley on the east appears to stop at the property line of the lots which are the subject of this application. To the east of this property, the alley appears to be overgrown with grass in parts and there appears to be no egress possible onto the alley by residents of the Multi-Family homes. The commercial property to the east has egress directly onto Cape Coral Parkway. Therefore, it appears that this alley is not being used by those entities.

The properties to the west of Duffy's are primarily commercial properties and, towards the end of the alley, Multi-Family homes. It appears that the principal uses of the alley by those businesses are for dog-walking or employee parking, with egress along Skyline Boulevard.

Applicant's Representative testified that the new parking space deviation would be in line with that previously granted and that, in his expert opinion, no additional safety concerns would be presented by the granting of the deviation.

Accordingly, the Hearing Examiner recommends a finding that expanding this historical deviation would not present additional safety concerns.

### **4. Findings of Fact and Approval of Deviation.**

It is recommended that the City Council find the above facts to be true and, based thereon, make a finding that the proposed deviation complies with all applicable requirements of the LUDRs.

The Hearing Examiner recommends that Council **approve** Deviation Sheet E-1 for eight (8) parking spaces to back up into the internal alley.

**SECTION VI. RECOMMENDED FINDINGS OF FACT AND CONCLUSIONS OF LAW: GENERAL STANDARDS AND REQUIREMENTS SET FORTH IN LUDR §4.2**

*Compliance with General Standards and Requirements Set Forth in LUDR §4.2*

All planned development projects must conform to the general standards and requirements set forth in LUDR § 4.2.

For the reasons set forth in this Recommendation, the Hearing Examiner recommends that the City Council **make the following findings of fact and conclusions of law and thereby determine that the Project, as conditioned, is in compliance with all applicable standards and requirements, as follows:**

*A. Environmental Control Standards (LUDR §4.2.4A)*

Staff testified that the site was inspected by City staff for environmental compliance and no listed species or sensitive lands were found on-site. In addition, as set forth above, Applicant submitted an affidavit that no burrowing owls or gopher tortoises were present on-site.

Accordingly, the Hearing Examiner recommends a finding that this Standard **has been met**.

*B. Maintenance of Improvements (LUDR §4.2.4B)*

Compliance with the City's landscaping and open space regulations will be reviewed when a site plan for the project is submitted following PDP approval and Applicant will be required to maintain such improvements.

Accordingly, the Hearing Examiner recommends a finding that this Standard **has been met**.

*C. Consistency with the Comprehensive Plan (LUDR §4.2.4C)*

As discussed elsewhere in this Recommendation, the Hearing Examiner recommends a finding that the Project, as conditioned, **is consistent** with the Comprehensive Plan.

*D. Financial Responsibility (LUDR §4.2.4D)*

The Applicant **should not be** required to provide a statement of financial responsibility to the City.

*E. Dimensional Requirements (LUDR §4.2.4E)*

The Hearing Examiner recommends a finding that, were Council to approve the requested deviation, the project is **compliant** with dimensional requirements for the C-1 District.

*F. Maximum Density (LUDR §4.2.4 F)*

This Standard **does not apply** to this nonresidential Project.

*G. Minimum Parcel Size (LUDR §4.2.4.G)*

The C-1 Zoning District does not have a minimum lot areas requirement. Accordingly, the Hearing Examiner recommends a finding that this Standard **has been met**.

*H. Time Limitation(LUDR §4.2.4.H)*

It is recommended that substantial construction be required to commence within **two (2) years** from the date of project approval or within **one (1) year** from the last permit approval for all appropriate regulatory bodies, **whichever is less**.

*I. Ownership Requirements(LUDR §4.2.4.I)*

The Applicant **holds** title to 100% of the subject property.

*J. Special Exceptions (LUDR §4.2.4.J)*

No special exceptions have been requested.

*K. Deviations (LUDR §4.2.4.K)*

The Hearing Examiner recommends that the one (1) requested deviation **be granted** for reasons set forth above.

*L. Underground Utilities (LUDR §4.2.4.L)*

Utilities are currently on-site and no new construction is contemplated.

Based upon the above, and the recommended findings of fact and conclusions set forth elsewhere in this Recommendation, the Hearing Examiner recommends that the City Council find that the Project, as conditioned, **is consistent** with the requirements of the Zoning District(s) in which the property is located, the

Comprehensive Plan, the Land Use Development Regulations, City ordinances, and all other applicable local, state, and federal law.

## **SECTION VII. LEGAL EFFECT AND LIMITATIONS OF THIS RECOMMENDED DEVELOPMENT ORDER; ADMINISTRATIVE REQUIREMENTS**

1. This is a Recommendation of Approval with Conditions, submitted by the Cape Coral Hearing Examiner to the City Council of Cape Coral, in response to the Planned Development Project Application filed for the DUFFY'S PARKING LOT EXPANSION PDP.
2. If this Project is approved by City Council, it is recommended that Council's Development Order be binding on the Applicant.
3. If this Project is approved by City Council, it is recommended that the terms and conditions set out in the City Council's approved Development Order constitute a basis upon which the Applicant and City may rely in future actions necessary to implement fully the final development contemplated by such Order.
4. If this Project is approved by City Council, it is recommended that the City Council find that the proposed development does not unreasonably interfere with the achievement of the objectives of the adopted State Land Development Plan applicable to the area.
5. If this Project is approved by City Council, it is recommended that the City Council declare that all conditions, restrictions, stipulations, and safeguards contained in Council's approved Development Order may be enforced by either party hereto by action at law or equity, and all costs of such proceedings, including reasonable attorney's fees, shall be paid by the defaulting party.
6. If this Project is approved by City Council, it is recommended that any references by the City Council to any governmental agency shall be construed to mean to include any future instrumentality which may be created and designated as successor in interest to, or which otherwise possesses any of the powers and duties of, any referenced governmental agency in existence on the effective date of Council's Development Order, if any.
7. If this Project is approved by City Council, it is recommended that approvals granted by City Council's Development Order are limited and that any such approval shall not be construed to obviate the Applicant's duty to comply with all applicable local or state review and permitting procedures, except where otherwise specifically provided. It is further recommended that such approval, if any, shall also not obviate the duty of the Applicant to comply with any City Ordinance or other regulations adopted after the effective date of this Development Order.

8. If this Project is approved by City Council, it is recommended that the Director of the Cape Coral Department of Community Development or his/her designee ("Director"), shall be the local official responsible for assuring compliance with this Development Order and that, upon reasonable notice by the City and at all reasonable times, the Applicant shall allow the City of Cape Coral, its agents, employees, and/or representatives, access to the project site for the purpose of assuring compliance with this Development Order.
9. Within thirty (30) days of the effective date of an Order, if any, entered by the City Council, it is recommended that Council require such Development Order to be recorded with the Office of the Lee County Clerk of the Circuit Court by the City of Cape Coral and the Applicant to be responsible for reimbursing the City for all recording fees within 30 days of being notified by the City thereof.

**SECTION IX. ATTACHMENT OF EXHIBIT "A"**

- The following document is attached hereto as Exhibit "A" and incorporated by reference:

Duffy's Restaurant Parking Expansion Master Site Plan, Sheet SD-04, 4 of 9, dated March 13, 2018, prepared by Quattrone and Associates, Inc.

**SECTION X. EFFECTIVE DATE**

1. This Recommendation takes effect on the date specified below.
2. Permits issued prior to the City Council consideration and determination of this Application are obtained solely at the risk of the Applicant.

**HEARING EXAMINER OF THE CITY OF CAPE CORAL, FLORIDA**

  
\_\_\_\_\_  
ANNE DALTON, ESQUIRE

7/26/18  
\_\_\_\_\_  
DATE

ATTESTED TO AND FILED IN MY OFFICE IN THIS 27<sup>th</sup> DAY OF July 2018

  
\_\_\_\_\_  
CITY CLERK

**SITE PLAN LEGEND:**

PROPOSED PAVEMENT	CONCRETE / ASPHALT	EXISTING LINE	EXISTING FEATURES
BUILDING LINE	PAINTED HANDICAP PARKING SYMBOL	RIGHT OF WAY	PAVING UNITS, ECT.
PROPOSED STOP SIGN	PAINTED STOP SIGN	EXISTING DRIVEWAY	PAINTED TRAFFIC ARROWS
NUMBER OF PARKING SPACES IN ROW	PAINTED TRAFFIC ARROWS		

**SITE DATA:**

MINIMUM PAVEMENT ELEV.	CONCRETE ELEVATION
MINIMUM FINISH FLOOR ELEVATION	PERMITS BARRIERS ELEVATION
ELEV. OF ROAD	ELEV. OF ROAD
ADJACENT EXISTING GROUND ELEVATION	CONCRETE ELEVATION
ELEV. OF ROAD	CONCRETE ELEVATION
PROPOSED USE	CONCRETE ELEVATION
CONCRETE ELEVATION	CONCRETE ELEVATION
CONCRETE ELEVATION	CONCRETE ELEVATION
CONCRETE ELEVATION	CONCRETE ELEVATION

**LAND USE BREAKDOWN: EXISTING AND PROPOSED CONDITIONS**

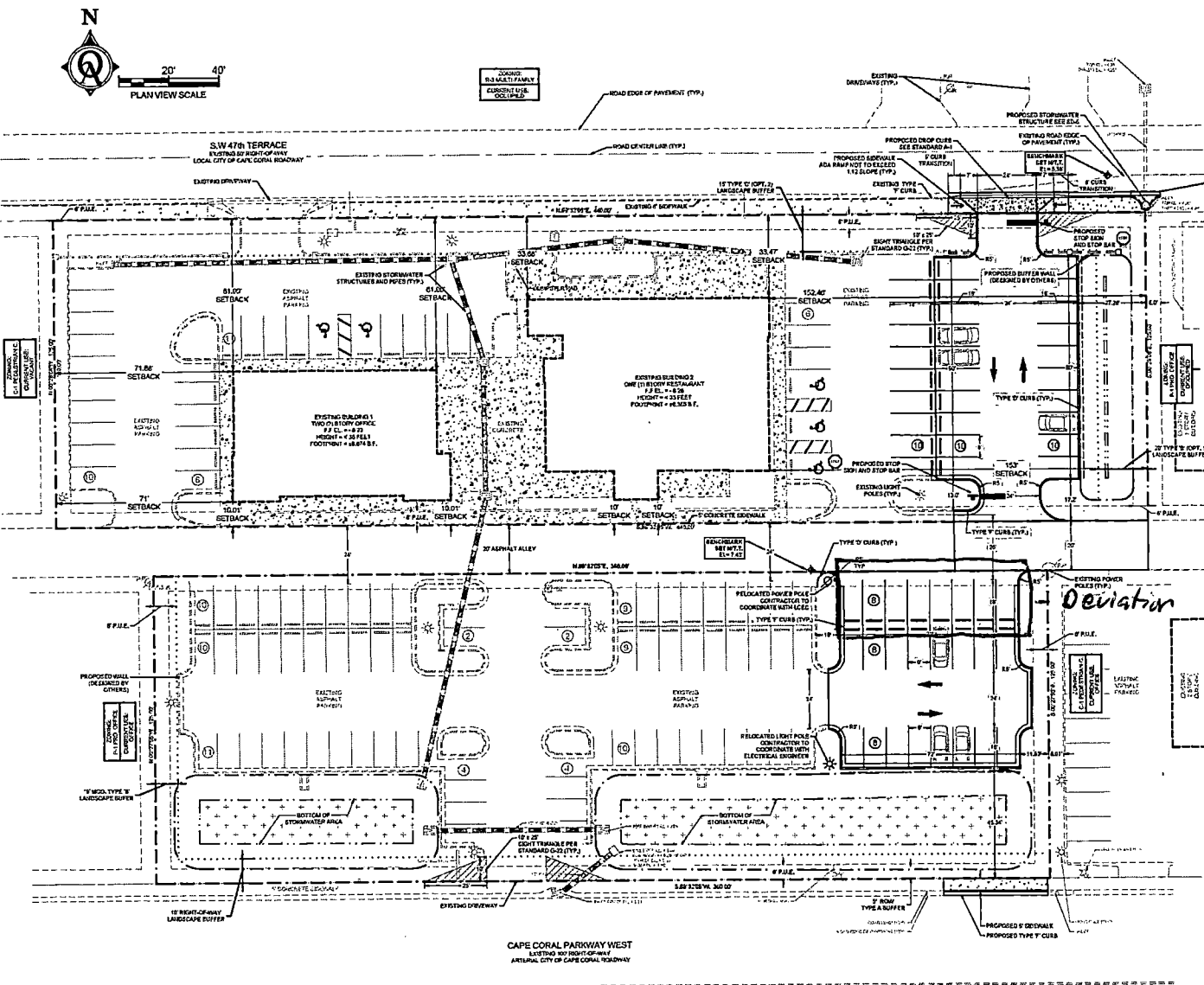
TOTAL SITE AREA	10,000 SF	0.23 AC.	37.43%
EXISTING PAVEMENT AREA	37,437 SF	0.86 AC.	37.43%
PROPOSED ON-SITE PAVEMENT AREA	12,152 SF	0.28 AC.	12.15%
EXISTING CONCRETE AREA (COURTARDS & PATIOS)	7,200 SF	0.17 AC.	6.27%
EXISTING BUILDING AREA (1 & 2)	19,997 SF	0.45 AC.	19.99%
TOTAL IMPERVIOUS AREA	67,586 SF	1.51 AC.	67.58%
TOTAL PAVED AREA	33,314 SF	0.74 AC.	33.31%
TOTAL OPEN SPACE	32,200 SF	0.74 AC.	32.20%
TOTAL AREA	64,797 SF	1.49 AC.	64.79%
EXISTING PAVED ALLEY	7,181 SF	0.16 AC.	7.18%
PROPOSED PAVED ALLEY	1,576 SF	0.04 AC.	1.58%

- SIGNING AND PAVEMENT MARKING NOTES:**
1. ALL EXISTING AND PROPOSED MARKINGS SHALL BE IN ACCORDANCE WITH THE F.D.O.T. STANDARDS FOR ROAD AND BRIDGE CONSTRUCTION. LATEST EDITION, THE F.D.O.T. ROADWAY AND TRAFFIC CONTROL STANDARDS, LATEST EDITION, THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, AND USE COUNTY DEPARTMENT OF TRANSPORTATION PUBLISHED STANDARDS.
  2. PAVEMENT MARKINGS SHALL BE PERMANENT TRAFFIC PAINT IN ACCORDANCE WITH F.D.O.T. STANDARD SPECIFICATIONS SECTION 710.
  3. WATCH EXISTING PAVEMENT MARKINGS AT EXISTING ROAD.
  4. REMOVE ANY EXISTING SIGNS OR PAVEMENT MARKINGS IN CONFLICT WITH THOSE SHOWN ON PLANS.
  5. ALL STOP SIGN LOCATIONS SHALL INCLUDE A 14" PAINTED WHITE STOP BAR UNLESS NOTED OTHERWISE.
  6. THE CONTRACTOR SHALL COMPLY WITH THE STATE OF FLORIDA MANUAL OF TRAFFIC CONTROL AND SAFE PRACTICES FOR STREET AND HIGHWAY CONSTRUCTION, MAINTENANCE, AND UTILITY OPERATIONS AND WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
  7. THE CONTRACTOR SHALL FURNISH AND INSTALL STREET NAME SIGNS IN ACCORDANCE WITH USE COUNTY DEVELOPMENT STANDARDS.
  8. ALL PAVEMENT MARKINGS WITHIN THE FOOT RIGHT OF WAY SHALL BE THERMO PLASTIC.
  9. ALL EXISTING PAVEMENT MARKINGS THAT ARE IN CONFLICT WITH PROPOSED MARKINGS SHALL BE REMOVED BY HYDRO BLASTING.
  10. THE DEVELOPMENT MUST MEET THE FOOT RIGHT OF WAY LENGTH PER OF 30 FOR SMALL COMMERCIAL DEVELOPMENTS.

**PARKING CALCULATIONS: LOC 5.1**

USE CLASSIFICATION	RESTAURANT GROUP 8 STANDARD 8 BUSINESS OFFICE
PARKING SPACES REQUIRED FOR RESTAURANT:	
1 SPACE / 100 SF OF GROSS FLOOR AREA (GFA) + 1 SPACE PER 4 OUTDOOR SEATS	
8,500 SF RESTAURANT / 100 SF = 85 SPACES	
10 OUTSIDE TABLES WITH 4 SEATS = 10 SPACES	
SPACES REQUIRED FOR RESTAURANT = 95 SPACES	
PARKING SPACES REQUIRED FOR BUSINESS OFFICE:	
1 SPACE / 100 SF OF GROSS LEASABLE FLOOR AREA (GLFA)	
8,500 SF RESTAURANT / 100 SF = 85 SPACES	
SPACES REQUIRED FOR BUSINESS OFFICE = 85 SPACES	
TOTAL SPACES REQUIRED FOR RESTAURANT & OFFICE = 180 SPACES	
PROPOSED ADDITIONAL PARKING SPACES	
PROPOSED PARKING SPACES = 14 SPACES	
TOTAL PARKING SPACES PROVIDED = 194 SPACES	

\* DEVIATION PART OF THE PLANNED DEVELOPMENT PROJECT



**DUFFY'S RESTAURANT PARKING EXPANSION**  
**MASTER SITE PLAN**  
 627 CAPE CORAL PKWY W.  
 CAPE CORAL, FLORIDA 33914

**Quattrone & Associates, Inc.**  
 Architects, Planners, & Development Consultants  
 4201 Venable Shomaker Blvd. - Fort Myers, Florida 33916 • 239-936-4222  
 Certificate of Professional Registration: 945

APPROVED FOR THE CITY OF CAPE CORAL  
 DATE: 01/15/21  
 DRAWN BY: G. G. G. G.  
 CHECKED BY: G. G. G. G.  
 SHEET  
 SD-04  
 04 OF 09

EXHIBIT "A" - p. 1 of 1

Ref: Case Number PDP18-0004

Dear Director,

This letter is in regard to the proposed parking lot at Duffy's Restaurant, 627-629 SW Cape Coral Pkwy. We own the duplex directly behind with the address 627-629 SW 47<sup>th</sup> Terrace. We live in one side at 627 SW 47<sup>th</sup> Terrace.

The notice that was mailed to us referenced a website which should have given a map of the proposed project. However, we were not able to find the map. First, the parking lot proposal has our positive vote. Right now the space is a muddy mess with overgrown weeds where employees park. Paving this space would be a great improvement. Our second concern, however, is the exit from the parking lot. We implore you to not allow an exit onto 47<sup>th</sup> Terrace for several reasons. Traffic on 47<sup>th</sup> Terrace between Skyline and Pelican is already heavy for a residential area due to Duffys. At present there is an entry/exit at the rear of Duffys onto 47<sup>th</sup> Terrace. This is used extensively causing a safety hazard to the residents of the neighborhood. Personally, we have almost been hit several times by cars going in and out, not looking.

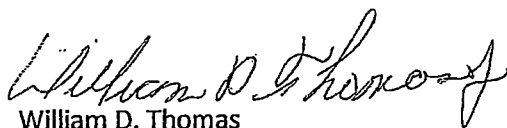
The density of the population on 47<sup>th</sup> Terrace between Skyline and Pelican is more than a typical neighborhood with single family houses, because this area is condos, apartments and two duplexes. There are children who live in this neighborhood, also. Our concern is one of safety for the residents. Allowing another exit onto 47<sup>th</sup> Terrace would be a significant safety hazard to residents living along 47<sup>th</sup> Terrace.

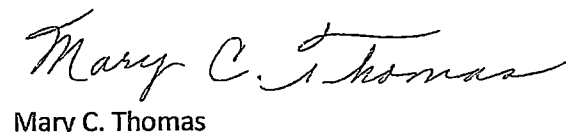
Many residents own dogs and walk their animals along the side of the street, since we lack sidewalks. There are some areas with sidewalks, but it would be nice to extend the sidewalk along the south side of the street for the safety of the residents. Sidewalks on both sides of the street aren't needed. One side would be appreciated.

There are no speed signs posted so drivers feel free to speed through this neighborhood. Please post a speed limit. Regarding signs, there is a large diamond shaped traffic sign that got knocked down a year and a half ago. It is sitting behind Duffys against the wall. We called numerous times before Irma begging the city to remove the sign. Either remove the sign, or dig a new hole and put it on a new post. It is not a speed sign, but rather indicates that the lane ends.

In summary we are asking that there be no entry/exit onto 47<sup>th</sup> Terrace from the proposed parking lot. Safety concerns require a speed limit sign be posted, and sidewalks be installed on the south side of the street for the use of residents.

Thank you for your consideration,

  
William D. Thomas

  
Mary C. Thomas



**ORDINANCE 66-18**  
**DUFFY'S PARKING LOT EXPANSION**

**Cape Coral City Council**  
**October 1<sup>st</sup> , 2018**



**Owner: Cape Coral Parkway, LLC.**

**Representative: Quattrone & Associates**

**Location: 627 & 629 Cape Coral Pkwy W & 620  
SW 47th Ter.**

**Zoning: P-1/C-1**

**FLU: CP**










# CITY OF CAPE CORAL

Department of  
Community Development  
Planning Division

ZONING MAP  
500 Proximity Boundary

Case No. PDP18-0004

## Legend

-  500' Boundary
-  Subject Parcels
-  C-1
-  P-1
-  R-1B
-  R-3
-  Canals/Lakes

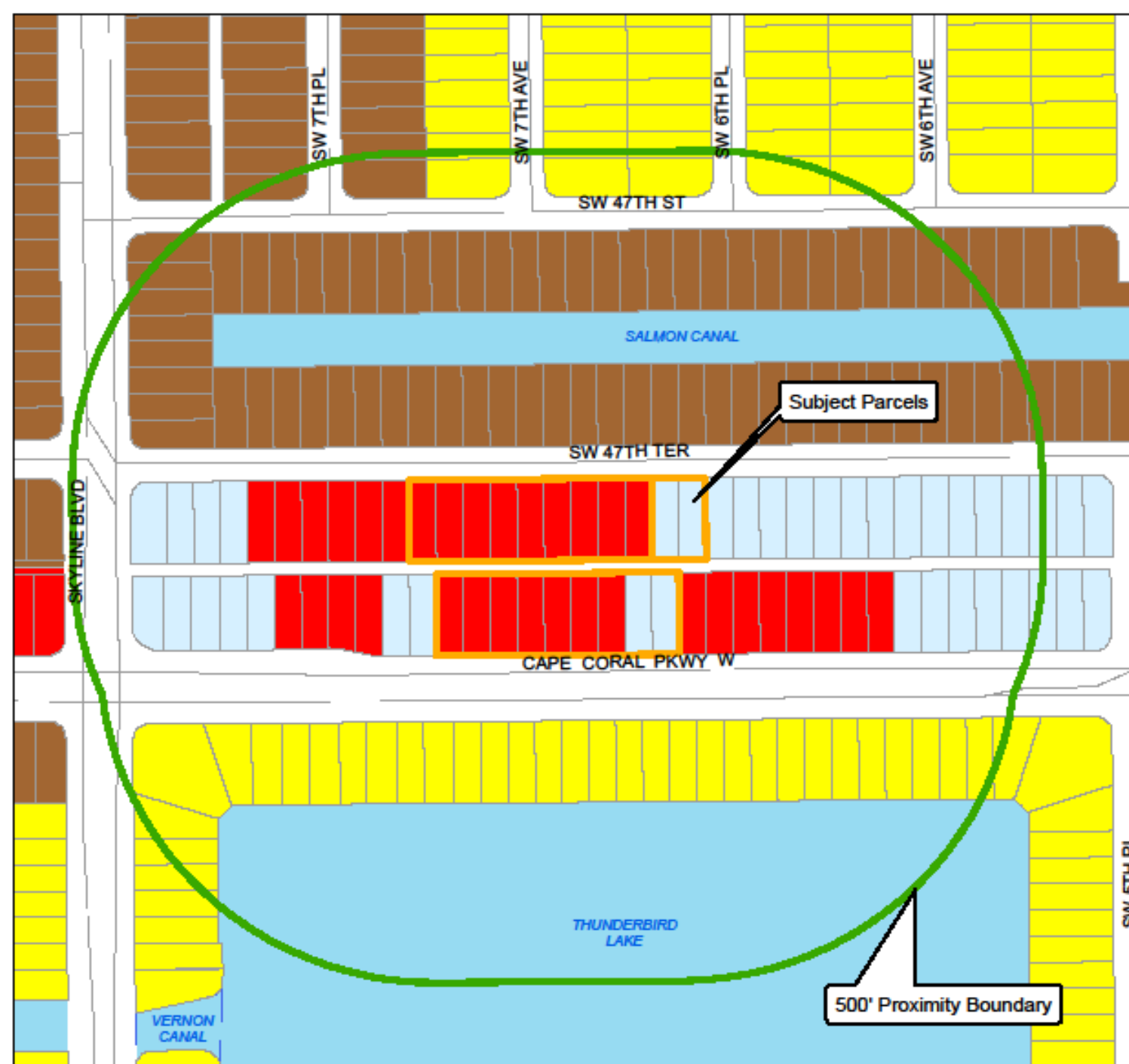


JUNE 13, 2018

0 75 150 225 300 Feet

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

KRKA





# **NEED FOR THE PDP AMENDMENT**

- **Project area is being expanded to include two adjacent parcels which will allow space for 44 additional parking spaces to serve the existing development.**

# REQUESTS

1. **PDP approval to expand the project area by 20,000 sq. ft. to include lots 19-20 and 52-53, Block 1699.**
2. **Rezone lots 19-20 and 52-53, from Professional Office (P-1) to Pedestrian Commercial (C-1).**
3. **Expand a previously approved deviation to the Engineering and Design Standards, sheet E-1, allowing a parking lot design where vehicles can back onto a public right-of-way (alley).**





# REZONING

**Because this PDP involves an expansion of an existing commercial use only allowed in the C-1 District, Lots 19-20 and 52-53 need to be rezoned from P-1 to C-1.**



## **ANALYSIS- SECTION 8.7.3.B**

**Rezone meets the 10 standards found in Section 8.7.3.B.**

**Rezone will provide consistent zoning across the development site.**

**Staff recommends **approval** of the request to Rezone the lots to C-1.**



# DEVIATION

**Request: A deviation to Sheet E-1 of the Engineering and Design Standards to allow vehicles parked in designated parking spaces to back onto a public street right-of way (alley).**

# Analysis

- Original PDP (Ordinance 112-03) was approved with a deviation allowing 19 parking spaces to back up onto the public right-of-way (20' wide alley).
- Applicant seeks a similar deviation to allow 8 additional parking spaces to also be able to back up onto the alley.
- These parking spaces are in line with the others currently granted this Deviation, and should pose no additional safety concerns.
- Staff recommends **approval** of the deviation request.

# ANALYSIS

## General Standards for PDP's

- Project complies with all applicable general standards for PDP's found in Section 4.2.4 A-L.

## Standards for PDP Amendments

- Project complies with all standards for amending and existing PDP found in Section 4.2.5.A.3.b.



# **COMPREHENSIVE PLAN**

**The project is consistent with Policy 1.7.9 of the Conservation and Coastal Management Element and Policies 1.15, 1.17, and 8.3 of the Future Land Use Element of the Comprehensive Plan.**

# RECOMMENDATION

The Planning Division recommends **approval** of all PDP requests.

A public hearing was held on July 24th before the Hearing Examiner. The Hearing Examiner recommends approval the project.

<b>Item Number:</b>	<b>10.A.</b>
<b>Meeting Date:</b>	<b>10/1/2018</b>
<b>Item Type:</b>	<b>UNFINISHED BUSINESS</b>

**AGENDA REQUEST  
FORM**  
CITY OF CAPE CORAL



**TITLE:**

Water Quality - Update

**REQUESTED ACTION:**

**STRATEGIC PLAN INFO:**

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

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

**SUMMARY EXPLANATION AND BACKGROUND:**

**LEGAL REVIEW:**

**EXHIBITS:**

Water Quality Memo

**PREPARED BY:**

Division-    Department-

**SOURCE OF ADDITIONAL INFORMATION:**

**ATTACHMENTS:**

<b>Description</b>	<b>Type</b>
<input type="checkbox"/> Water Quality Memo	Backup Material

MEMORANDUM

CITY OF CAPE CORAL  
PUBLIC WORKS DEPARTMENT

TO: John Szerlag, City Manager

FROM: Paul Clinghan, Public Works Director *PRC*  
Michael Ilczyszyn, Senior Public Works Manager *MI*  
Maya Robert, Environmental Resources Manager *MR*

DATE: September 28, 2018

SUBJECT: Lake Okeechobee Level and Release Information

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As of Friday, September 28, 2018, the elevation of Lake Okeechobee was 14.63 feet. The elevation on September 21, 2018 was 14.75 feet. The outflows measured at the Franklin Lock & Dam (S-79) totaled 3,253 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 with no flows on Saturdays and Sundays.

The salinities in the river have decreased to 0.21 PSU in the river near Fort Myers and 17.57 PSU at Shell Point.

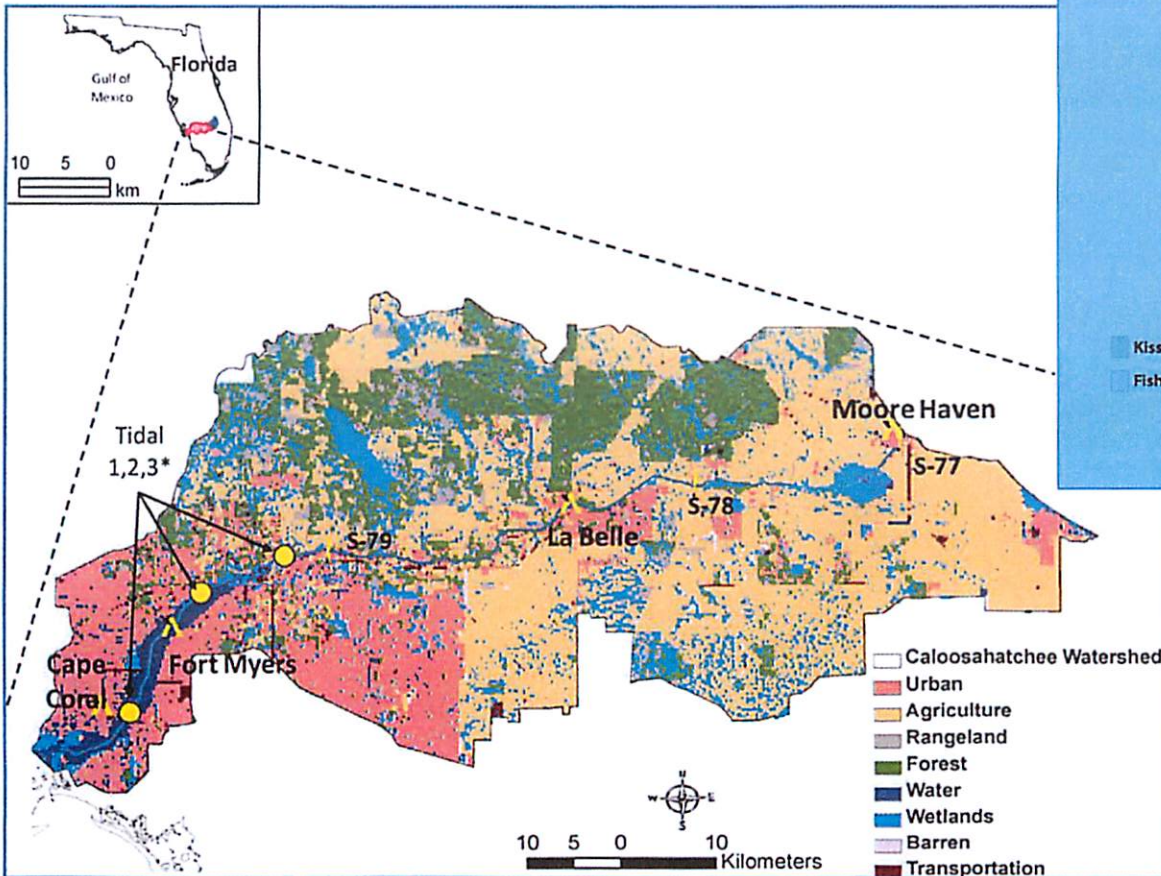
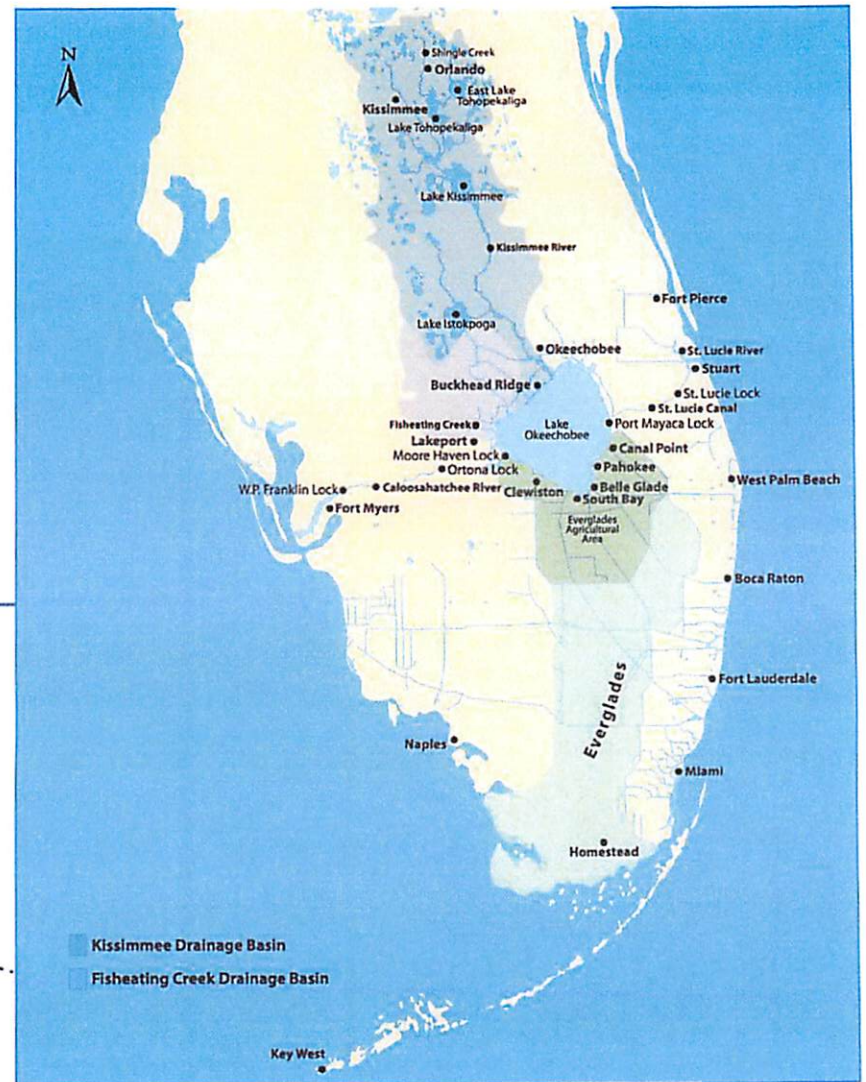
Blue Green algae blooms extend throughout the Caloosahatchee River and estuary. As such, the public beach at the Yacht Club remains closed.

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 drainage basins of the Lake Okeechobee and the position of the Caloosahatchee River Locks.

PC/MI:mr (Weekly Lake Okeechobee Level and Release Information)  
Attachment; Lake Okeechobee drainage basins, Caloosahatchee River Locks map



**Item Number: 11.A.**  
**Meeting Date: 10/1/2018**  
**Item Type: NEW BUSINESS**

**AGENDA REQUEST FORM**  
CITY OF CAPE CORAL



**TITLE:**

Air Quality Discussion - Brought forward by Councilmember Cosden

**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:**

Air Quality Email Correspondence  
Air Quality Memo

**PREPARED BY:**

Division-    Department-

**SOURCE OF ADDITIONAL INFORMATION:**

**ATTACHMENTS:**

Description	Type
<input type="checkbox"/> Air Quality Email correspondence	Backup Material
<input type="checkbox"/> Air Quality Memo	Backup Material

## Kimberly Bruns

---

**From:** Maureen Buice  
**Sent:** Thursday, September 20, 2018 9:00 AM  
**To:** Kimberly Bruns  
**Subject:** Fwd: AIR QUALITY  
**Attachments:** image001.png; ATT00001.htm; 2018-9-17 Toxins in air.pdf; ATT00002.htm

Begin forwarded message:

**From:** Maya Robert <mrobert@capecoral.net>  
**Date:** September 17, 2018 at 5:25:53 PM EDT  
**To:** Jessica Cosden <jcosden@capecoral.net>  
**Cc:** Jeff Pearson <jpearson@capecoral.net>, Jody Sorrels <jsorrels@capecoral.net>, John Szerlag <jszerlag@capecoral.net>, Michael Ilczyszyn <milczysz@capecoral.net>, Paul Clinghan <pclingha@capecoral.net>, Olympia Lynch <olynch@capecoral.net>, Connie Barron <cbarron@capecoral.net>, Cheryl Mackowski <cmackows@capecoral.net>, Pearl Taylor <ptaylor@capecoral.net>, Connie Griglin <cgriglin@capecoral.net>, AnnMarie Gaywood <agaywood@capecoral.net>, Kraig Hankins <khankins@capecoral.net>, Maureen Buice <mbuie@capecoral.net>, Phyllis Demarco <pdemarco@capecoral.net>, Joe Coviello <jcoviell@capecoral.net>, Marilyn Stout <mstout@capecoral.net>, John Carioscia <jcariosc@capecoral.net>, John Gunter <jgunter@capecoral.net>, "Jennifer I. Nelson" <jinelson@capecoral.net>, Dave Stokes <dstokes@capecoral.net>, Richard Williams <rwilliam@capecoral.net>  
**Subject:** RE: AIR QUALITY

Ms Cosden,

Please find attached answers to your questions that I hope will be helpful.  
Take this as a summary, if you need details about a particular subject, let me know and I will elaborate.

Among others, we are keeping in touch with Prof. Brand, mentioned in the document.

Best,  
Maya

**From:** Jessica Cosden  
**Sent:** Thursday, September 13, 2018 1:03 PM  
**To:** Kraig Hankins <khankins@capecoral.net>; Maya Robert <mrobert@capecoral.net>; Maureen Buice <mbuie@capecoral.net>  
**Cc:** Jeff Pearson <jpearson@capecoral.net>; Jody Sorrels <jsorrels@capecoral.net>; John Szerlag <jszerlag@capecoral.net>; Michael Ilczyszyn <milczysz@capecoral.net>; Paul Clinghan <pclingha@capecoral.net>; Olympia Lynch <olynch@capecoral.net>; Connie Barron <cbarron@capecoral.net>; Cheryl Mackowski <cmackows@capecoral.net>; Pearl Taylor <ptaylor@capecoral.net>; Connie Griglin <cgriglin@capecoral.net>; AnnMarie Gaywood <agaywood@capecoral.net>  
**Subject:** RE: AIR QUALITY

**Kraig,**

Can we contact the University of Miami researchers and beg them to test here? If we were able to secure funding for them, could that help?

As you mentioned, Martin County did it in 2016 (<https://cbs12.com/news/local/algae-crisis-tests-prove-algae-bloom-is-impacting-air-quality>) and I would very much like to know how we can do it too.... while there's still an algae bloom! Did they conduct sampling in the way that Maya described below, and then send to that Gainesville lab for testing?

**Maya,**

Can you help me understand this requirement: at least 3 sampling points in the city located over 35 ft high with 360° clear view/access, with electrical access for the pumps. – The sample is taken from 35 feet high? The air quality gets worse the closer you get to the water. 35 feet away seems like you'd get a misleadingly clean result. Are the researchers from U Miami taking them from that high?

If that's how it has to be, I can think of several private 3+ story buildings on canals (condos and businesses) that would probably open up their roof gladly – especially the ones suffering with the worst algal blooms.

Thanks so much for your expertise,  
Jessica

Jessica Cosden  
City of Cape Coral  
Council Member, District 7  
Office: 239.574.0437  
Cell: 239.910.6565

**From:** Kraig Hankins

**Sent:** Friday, September 7, 2018 1:28 PM

**To:** Maya Robert <[mrobert@capecoral.net](mailto:mrobert@capecoral.net)>; Jessica Cosden <[jcosden@capecoral.net](mailto:jcosden@capecoral.net)>; Maureen Buice <[mbuice@capecoral.net](mailto:mbuice@capecoral.net)>

**Cc:** Jeff Pearson <[jpearson@capecoral.net](mailto:jpearson@capecoral.net)>; Jody Sorrels <[jsorrels@capecoral.net](mailto:jsorrels@capecoral.net)>; John Szerlag <[jszerlag@capecoral.net](mailto:jszerlag@capecoral.net)>; Michael Ilczyszyn <[milczysz@capecoral.net](mailto:milczysz@capecoral.net)>; Paul Clinghan <[pclingha@capecoral.net](mailto:pclingha@capecoral.net)>; Olympia Lynch <[olynch@capecoral.net](mailto:olynch@capecoral.net)>; Connie Barron <[cbarron@capecoral.net](mailto:cbarron@capecoral.net)>; Cheryl Mackowski <[cmackows@capecoral.net](mailto:cmackows@capecoral.net)>; Pearl Taylor <[ptaylor@capecoral.net](mailto:ptaylor@capecoral.net)>; Connie Griglin <[cgriglin@capecoral.net](mailto:cgriglin@capecoral.net)>; AnnMarie Gaywood <[agaywood@capecoral.net](mailto:agaywood@capecoral.net)>

**Subject:** RE: AIR QUALITY

Martin County did some initial air testing associated with blue-green algae in 2016. The samples were sent to GreenWater Laboratories/CyanoLab in Gainesville for analysis.

The students of Larry Brand from the University of Miami are doing air sampling at one of our Canalwatch volunteers. I was told they are also doing air sampling on the east coast of Florida. I am waiting to hear back if other sites are being studied and how the sites were selected.

Kraig Hankins, M.S.  
Environmental Biologist, City of Cape Coral  
PO Box 150027, Cape Coral, FL 33915-0027  
PH (239) 574-0746 [khankins@capecoral.net](mailto:khankins@capecoral.net)  
ISA Certified Municipal Arborist  
FNGLA Certified Horticultural Professional

**From:** Maya Robert

**Sent:** Friday, September 07, 2018 12:31 PM

**To:** Jessica Cosden <[jcosden@capecoral.net](mailto:jcosden@capecoral.net)>; Maureen Buice <[mbuice@capecoral.net](mailto:mbuice@capecoral.net)>

**Cc:** Jeff Pearson <[jpearson@capecoral.net](mailto:jpearson@capecoral.net)>; Jody Sorrels <[jsorrels@capecoral.net](mailto:jsorrels@capecoral.net)>; John Szerlag <[jszerlag@capecoral.net](mailto:jszerlag@capecoral.net)>; Kraig Hankins <[khankins@capecoral.net](mailto:khankins@capecoral.net)>; Michael Ilczyszyn <[milczysz@capecoral.net](mailto:milczysz@capecoral.net)>; Paul Clinghan <[pclingha@capecoral.net](mailto:pclingha@capecoral.net)>; Olympia Lynch <[olynch@capecoral.net](mailto:olynch@capecoral.net)>; Connie Barron <[cbarron@capecoral.net](mailto:cbarron@capecoral.net)>; Cheryl Mackowski <[cmackows@capecoral.net](mailto:cmackows@capecoral.net)>; Pearl Taylor <[ptaylor@capecoral.net](mailto:ptaylor@capecoral.net)>; Connie Griglin <[cgriglin@capecoral.net](mailto:cgriglin@capecoral.net)>; AnnMarie Gaywood <[agaywood@capecoral.net](mailto:agaywood@capecoral.net)>

**Subject:** RE: AIR QUALITY

The Environmental Resources Division does not have the equipment to conduct air quality testing. The cost would likely be substantial, depending on what type of testing we would like to do – see below. Air quality can mean a number of things. In our particular case, testing for aerosol containing cyanotoxins and getting those samples analyzed is not something for which a routine Standard Operating Protocol exists. As far as I am aware this type of sampling and analysis belong to the research field.

Kraig, could you please weigh in about the recent University sampling?

Needed for any air quality routine sampling:

- At least 3 sampling points in the city located over 35 ft high with 360\* clear view/access, with electrical access for the pumps. This is to be able to confirm results and take wind effect into consideration for transport/reach of toxins etc
- Automated pumps and filtration systems
- Staff collecting filters weekly, maybe more often, depending on the compounds tested
- Specific to blue green algae toxin testing: laboratory that would have a protocol to extract toxin from air filters and perform ELISA on those extracts – if one exist, maybe a university laboratory
- As a start, we could have staff sample discrete samples without the automated system but we would still need sampling points that are elevated enough and accessible

Please let us know if this is something that the City would like us to research more in depth and we will be happy to provide more information.

Thank you,  
Maya

***Maya Robert, PhD***

Environmental Resources Division Manager  
Public Works Department  
City of Cape Coral  
239-574-0745 (xt 4745)  
[mrobert@capecoral.net](mailto:mrobert@capecoral.net)

**(1) General Air Quality Monitoring**

-The height of sampling (30+ft high) and extensive automated equipment mentioned in a previous email applies for monitoring general air quality parameters such as: ozone, particle pollution, carbon monoxide, sulfur dioxide and nitrogen dioxide

Those parameters are regulated and used to calculate the Air Quality Index

-The EPA has a network of air quality monitoring called AirNow – see link below

The FL Department of Environmental Protection is in charge of air quality and has 1 station in Cape Coral that monitors ozone levels.

There are 2 other local stations, 1 in Ft Myers and 1 in Ft Myers Beach monitoring ozone and particles, respectively but no other parameter.

<https://gispub.epa.gov/airnow/?xmin=-9303216.248968506&ymin=2953903.282514808&xmax=-8940394.106679747&ymax=3200060.392518799#>

**(2) Regulation of toxins from blue green algae (cyanotoxins) in the air**

-There is currently no federal, state or local official criteria or guideline to determine what type of cyanotoxins and at what concentrations are harmful for humans when measured in the air.

-Many cyanotoxins are not yet discovered and only a handful of those toxins have an available method of detection via immune-assay or mass spectrometry

-Research literature points to very long periods of incubation (up to 30 years) for potential incurred diseases. This complicates epidemiological studies that form the basis to establish regulatory criteria, which can be years underway

**(3) Measuring cyanotoxins in the air**

-There is no approved method for the detection of cyanotoxins in the air and it faces technical challenges. For now, study and monitoring of cyanotoxins in the air belongs to research.

-Because health impacts are linked to the size of toxic aerosols, an extensive sampling protocol is needed – multiple types of air samplers (high/low flow), multiple size fractions (different pathways and retention in the human body), multiple durations of sampling (controls exposure effect and concentration). The City does not have the capacity or expertise to conduct such project.

-There is no data looking at the distance/reach of the effects of cyanotoxins in the air, which is contradictory to a general Air Quality Index at the scale of a city. People living on a canal affected by blue green algae may be impacted but not the people living two streets away. People with specific health conditions may be more affected than others. This questions the validity and use that can be made of a discrete measurement of cyanotoxins in the air.

**(4) Comparison with brevetoxins produced by the Florida Red Tide – *Karenia brevis***

- Red tide has been studied for decades and has an extensive monitoring network administrated by the State of Florida
- Regulatory levels of brevetoxins measured in shellfish and water are in place
- No monitoring or regulatory level for brevetoxins in the air exist

**(5) What can the City of Cape Coral do to monitor cyanotoxins in the air**

Prof. Larry Brand from the University of Miami is conducting a research project that includes sampling for cyanotoxins in the water and in the air in Cape Coral. Prof. Brand has the equipment and expertise to perform the sampling. The City of Cape Coral can open a discussion with him to support his sampling, sample for the City and/or share some of his results.

The City owns hand-held sensors that can measure the following gas that are indicator of air quality. These sensors can be privately purchased by residents, as well but do not detect cyanotoxins from blue green algae: Combustible Gases, Methane, Oxygen, Carbon monoxide, Hydrogen sulfide, Nitrogen dioxide, Sulfur dioxide

***Sources contacted:***

State of Florida: Fish and Wildlife Conservation Commission, Department of Health, Department of Environmental Protection

Federal Government: Center for Disease Control, Environmental Protection Agency

University of Miami, Prof. Larry Brand

Mote Marine Laboratory

GreenWater Laboratories

Hi-Q Environmental Products Company, Inc

click on logo to learn more

**From:** Jessica Cosden  
**Sent:** Friday, September 7, 2018 12:08 PM  
**To:** Maureen Buice <[mbuice@capecoral.net](mailto:mbuice@capecoral.net)>  
**Cc:** Jeff Pearson <[jpearson@capecoral.net](mailto:jpearson@capecoral.net)>; Jody Sorrels <[jsorrels@capecoral.net](mailto:jsorrels@capecoral.net)>; John Szerlag <[jszerlag@capecoral.net](mailto:jszerlag@capecoral.net)>; Kraig Hankins <[khankins@capecoral.net](mailto:khankins@capecoral.net)>; Maya Robert <[mrobert@capecoral.net](mailto:mrobert@capecoral.net)>; Michael Ilczyszyn <[milczysz@capecoral.net](mailto:milczysz@capecoral.net)>; Paul Clinghan <[pclingha@capecoral.net](mailto:pclingha@capecoral.net)>; Olympia Lynch <[olynch@capecoral.net](mailto:olynch@capecoral.net)>; Connie Barron <[cbarron@capecoral.net](mailto:cbarron@capecoral.net)>; Cheryl Mackowski <[cmackows@capecoral.net](mailto:cmackows@capecoral.net)>; Pearl Taylor <[ptaylor@capecoral.net](mailto:ptaylor@capecoral.net)>; Connie Griglin <[cgriglin@capecoral.net](mailto:cgriglin@capecoral.net)>; AnnMarie Gaywood <[agaywood@capecoral.net](mailto:agaywood@capecoral.net)>  
**Subject:** RE: AIR QUALITY

Do we have the equipment to conduct air quality testing? If not, how much would it cost?

I think this is a safety matter we need to address, if nobody else (especially the agencies responsible for HEALTH and the ENVIRONMENT!) will do it. Pardon my tone, I'm not angry at you, but with the state and the federal government.

Jessica Cosden

City of Cape Coral

Council Member, District 7

Office: 239.574.0437

Cell: 239.910.6565

**From:** Maureen Buice  
**Sent:** Friday, September 7, 2018 12:03 PM  
**To:** Jessica Cosden <[jcosden@capecoral.net](mailto:jcosden@capecoral.net)>  
**Cc:** Jeff Pearson <[jpearson@capecoral.net](mailto:jpearson@capecoral.net)>; Jody Sorrels <[jsorrels@capecoral.net](mailto:jsorrels@capecoral.net)>; John Szerlag <[jszerlag@capecoral.net](mailto:jszerlag@capecoral.net)>; Kraig Hankins <[khankins@capecoral.net](mailto:khankins@capecoral.net)>; Maya Robert <[mrobert@capecoral.net](mailto:mrobert@capecoral.net)>; Michael Ilczyszyn <[milczysz@capecoral.net](mailto:milczysz@capecoral.net)>; Paul Clinghan <[pclingha@capecoral.net](mailto:pclingha@capecoral.net)>; Olympia Lynch <[olynch@capecoral.net](mailto:olynch@capecoral.net)>; Connie Barron <[cbarron@capecoral.net](mailto:cbarron@capecoral.net)>; Cheryl Mackowski <[cmackows@capecoral.net](mailto:cmackows@capecoral.net)>; Pearl Taylor <[ptaylor@capecoral.net](mailto:ptaylor@capecoral.net)>; Connie Griglin <[cgriglin@capecoral.net](mailto:cgriglin@capecoral.net)>; AnnMarie Gaywood <[agaywood@capecoral.net](mailto:agaywood@capecoral.net)>  
**Subject:** RE: AIR QUALITY

I contacted the DOH and the DEP.

Per a DOH spokesperson, they don't conduct this type of air quality testing and they refer everyone to the DEP. Per the DEP press office, they have not conducted air quality testing related to algae blooms.

**From:** Jessica Cosden  
**Sent:** Friday, September 7, 2018 11:52 AM  
**To:** Maureen Buice <[mbuice@capecoral.net](mailto:mbuice@capecoral.net)>  
**Cc:** Jeff Pearson <[jpearson@capecoral.net](mailto:jpearson@capecoral.net)>; Jody Sorrels <[jsorrels@capecoral.net](mailto:jsorrels@capecoral.net)>; John Szerlag <[jszerlag@capecoral.net](mailto:jszerlag@capecoral.net)>; Kraig Hankins <[khankins@capecoral.net](mailto:khankins@capecoral.net)>; Maya Robert <[mrobert@capecoral.net](mailto:mrobert@capecoral.net)>; Michael Ilczyszyn <[milczysz@capecoral.net](mailto:milczysz@capecoral.net)>; Paul Clinghan <[pclingha@capecoral.net](mailto:pclingha@capecoral.net)>; Olympia Lynch <[olynch@capecoral.net](mailto:olynch@capecoral.net)>; Connie Barron <[cbarron@capecoral.net](mailto:cbarron@capecoral.net)>; Cheryl Mackowski <[cmackows@capecoral.net](mailto:cmackows@capecoral.net)>; Pearl Taylor <[ptaylor@capecoral.net](mailto:ptaylor@capecoral.net)>; Connie Griglin <[cgriglin@capecoral.net](mailto:cgriglin@capecoral.net)>; AnnMarie Gaywood <[agaywood@capecoral.net](mailto:agaywood@capecoral.net)>  
**Subject:** RE: AIR QUALITY

Thank you so much for this info. Does the City not have a direct line of communication with DEP/DOH? If there has been air quality testing, I want to see the results. Should I call DEP/DOH directly?

Jessica Cosden

City of Cape Coral

Council Member, District 7

Office: 239.574.0437

Cell: 239.910.6565

**From:** Maureen Buice  
**Sent:** Thursday, September 6, 2018 3:34 PM  
**To:** Jessica Cosden <[jcosden@capecoral.net](mailto:jcosden@capecoral.net)>  
**Cc:** Jeff Pearson <[jpearson@capecoral.net](mailto:jpearson@capecoral.net)>; Jody Sorrels <[jsorrels@capecoral.net](mailto:jsorrels@capecoral.net)>; John Szerlag <[jszerlag@capecoral.net](mailto:jszerlag@capecoral.net)>; Kraig Hankins <[khankins@capecoral.net](mailto:khankins@capecoral.net)>; Maya Robert <[mrobert@capecoral.net](mailto:mrobert@capecoral.net)>; Michael Ilczyszyn <[milczysz@capecoral.net](mailto:milczysz@capecoral.net)>; Paul Clinghan <[pclingha@capecoral.net](mailto:pclingha@capecoral.net)>; Olympia Lynch <[olynch@capecoral.net](mailto:olynch@capecoral.net)>; Connie Barron

<[cbarron@capecoral.net](mailto:cbarron@capecoral.net)>; Cheryl Mackowski <[cmackows@capecoral.net](mailto:cmackows@capecoral.net)>; Pearl Taylor  
<[ptaylor@capecoral.net](mailto:ptaylor@capecoral.net)>; Connie Griglin <[cgriglin@capecoral.net](mailto:cgriglin@capecoral.net)>; AnnMarie Gaywood  
<[agaywood@capecoral.net](mailto:agaywood@capecoral.net)>  
**Subject:** RE: AIR QUALITY

In response to the question that was posted on Facebook for Councilmember Cosden's response,

The City has not conducted air quality testing. I do not believe the County has done any air quality testing either. Last week, the DEP and DOH issued a joint statement to the media that read in part "...*DEP and DOH will continue to work together to enhance the monitoring of air quality around harmful algal blooms. This could include additional public information, enhanced tracking and monitoring. If anyone has any concerns regarding air quality or the effect to their health can call 800-222-1222.*"

**From:** Olympia Lynch  
**Sent:** Thursday, September 6, 2018 1:51 PM  
**To:** Maureen Buice <[mbuice@capecoral.net](mailto:mbuice@capecoral.net)>; Connie Barron <[cbarron@capecoral.net](mailto:cbarron@capecoral.net)>  
**Cc:** Jeff Pearson <[jpearson@capecoral.net](mailto:jpearson@capecoral.net)>; Jody Sorrels <[jsorrels@capecoral.net](mailto:jsorrels@capecoral.net)>; John Szerlag <[jszerlag@capecoral.net](mailto:jszerlag@capecoral.net)>; Kraig Hankins <[khankins@capecoral.net](mailto:khankins@capecoral.net)>; Maya Robert <[mrobert@capecoral.net](mailto:mrobert@capecoral.net)>; Michael Ilczyszyn <[milczysz@capecoral.net](mailto:milczysz@capecoral.net)>; Paul Clinghan <[pclingha@capecoral.net](mailto:pclingha@capecoral.net)>  
**Subject:** FW: AIR QUALITY

FYI....

*Take care of your body and it will take care of you.*

*Healthy Is The New Wealthy!*

*Olympia Lynch*

*Administrative Assistant*

*Wellness Committee Member*

*City of Cape Coral*

*PW/Environmental Resources Division*

*815 Nicholas Parkway*

*Cape Coral, FL 33990*

Phone: 239 574-0785 or X4785

[Olynch@capecoral.net](mailto:Olynch@capecoral.net)



Please consider the environment before printing this e-mail

*NOTE: Florida has a very broad public records law. Most written communications to or from city staff regarding city business are considered to be public records and will be made available to the public and the media upon request. Therefore, your email message may be subject to public disclosure.*

**From:** AnnMarie Gaywood  
**Sent:** Thursday, September 06, 2018 1:48 PM  
**To:** Olympia Lynch <[Olynch@capecoral.net](mailto:Olynch@capecoral.net)>  
**Subject:** AIR QUALITY

Reply to council office

Issue No: 1809-0374

This is a preliminary notice that a Miscellaneous complaint has been made against this address:

1015 CULTURAL PARK BLVD S  
CAPE CORAL FL 33990

Description of issue: 9/6/18 (amg) email received via 311 in box from council office . see attachment of a post to council member.

The recorded owner is CITY OF CAPE CORAL.

Complainant Information:

MARIEJULIANO-CASTELLANO

,


Email:




Phone:

Fax:

**MEMORANDUM**

CITY OF CAPE CORAL  
PUBLIC WORKS DEPARTMENT

TO: John Szerlag, City Manager 

FROM: Paul Clinghan, Public Works Director   
Michael Ilczyszyn, Senior Public Works Manager   
Maya Robert, Environmental Resources Manager 

DATE: September 27, 2018

SUBJECT: Blue Green Algae Air Quality Testing Information

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City staff gathered the following information regarding the testing of air quality in Cape Coral:

- The federal Environmental Protection Agency (EPA) establishes air quality criteria and oversees air quality monitoring. In the State of Florida, the Department of Environmental Protection (DEP) is responsible for monitoring air quality. There is one DEP air quality station in Cape Coral that monitors ozone.
- There is no federal, state, or local official sampling/testing criteria or guideline to determine which airborne blue green algae toxins and at what concentrations are harmful for humans. This contrasts with blue green algae toxins in the water, which are monitored by DEP.
- The office of State Department of Health (DOH) located in Lee County will be conducting air quality measurements (not toxins) along several Cape Coral canals in the upcoming weeks
- Lee County Natural Resources is not planning on performing any air quality testing in Cape Coral at this time
- Professors at the following universities are currently conducting research projects pertaining to toxins released in the air by blue green algae: Florida Gulf Coast University, University of Miami, and Harbor Branch University. We have reached out to them and requested that the results of their toxins analysis be shared with City staff.

PC/MI: mr