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

City Manager
John Szerlag
City Attorney
Dolores Menendez
City Auditor
Andrea R. Butola
Interim City Clerk
Kimberly Bruns

1015 Cultural Park Blvd.
Cape Coral, FL

AGENDA FOR THE REGULAR MEETING OF THE CAPE CORAL CITY COUNCIL

December 10, 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 NELSON

3. PLEDGE OF ALLEGIANCE

A. JAZIAH IVY - CAPE CORAL CHARTER SCHOOL

4. ROLL CALL

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

5. CHANGES TO AGENDA/ADOPTION OF AGENDA

6. RECOGNITIONS/ACHIEVEMENTS

A. NONE

7. APPROVAL OF MINUTES

A. NONE

8. BUSINESS

A. PUBLIC COMMENT - CONSENT AGENDA

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

B. CONSENT AGENDA

(1) Resolution 251-18 Approve Agreement CON-PW18-19/MC for the Design of Nicholas Parkway Access Management and Median Curbing Improvement project with Q. Grady Minor & Associates, P.A. for Professional Design Services for a not to exceed cost of $363,068 and authorize an additional 10% ($36,307) for additional services, if needed, for a total project cost of $399,375. The ranking was approved by Council on 7/23/2018 via Resolution 153-18; Department: Public Works/Utilities; Dollar Value: $399,375; (General Fund $237,207/Water & Sewer Fund $162,168)

(2) Resolution 260-18 Approve the Selection Advisory Committee (SAC) ranking of the Request for Proposal (RFP) RFP-UT18-97/MC to engage a firm to provide Professional Design Services for the Southwest Water Reclamation Facilities Operations Building project and authorize the City Manager or Designee to enter into negotiation with the number one ranked firm, Stantec Consulting Services Inc. Department: Utilities; Dollar Value: N/A; (Fund: N/A)

(3) Resolution 264-18 Approve Purchase Orders to Wallace International Trucks, Inc. via a piggyback of Lee County RFP #R167278RC contract for school bus parts, repairs and maintenance for an annual amount of $60,000 and via a Sole Source for the repair of International Heavy Equipment/Truck for an annual amount of $30,000 not to exceed budgetary limits, and authorize the City Manager or designee to execute the Purchase Orders. The Lee County Bid was competitively solicited and awarded, to the lowest responsive responsible bidders respectively, in January 2017; For the Sole Source – Wallace International is the only authorized dealer for Navistar/International Trucks in Lee County; Department: Public Works; Estimated Annual Dollar Value $90,000; (Internal Services Fund)

(4) Resolution 270-18 Authorize the Charter School Authority to enter into a 60-month Operating Lease Agreement with Canon Solutions America, Inc. for the nine (9) Canon copiers a monthly cost of $1,850 for an annual lease cost of $22,200 and excess per image copy cost of $.0036 based on volume for an estimated amount of $20,300; And authorize the execution of the lease agreement; Department: Charter School; Estimated Annual Dollar Value: $42,500; (Lease $22,200/Copies $20,300 - Charter School General Fund)

(5) Resolution 272-18 Approve Purchase Order(s) to GL Distributors, Inc, via a piggyback with the Florida State Contract

46151504-NASPO-17-ACS as a distributor for GH Armor Systems, Inc. at a cost of $159,169 for outer carriers, rifle plates, vest and to various vendors for smaller purchases for tactical equipment totaling $56,560 for a grand total purchase of $215,729; And approve the use of the Police Federal Confiscation Special Revenue Funds for these purchases; And authorize the City Manager or designee to execute the Purchase Orders; Department: Police; Estimated Annual Dollar Value $215,729; (Special Revenue Fund)

(6) Resolution 273-18 Award ITB-PW19-06/CV Local Road Resurfacing FY2019 to Pavement Maintenance, LLC of Ft. Myers, FL, for the asphalt resurfacing of approximately 82 miles of local roads as the lowest responsive, responsible bidder, in the amount of $4,405,213 with a 5% city controlled contingency of $220,261 for a total project cost of $4,625,474 and authorize the City Manager or Designee to execute the contract and any subsequent amendments; Department: Public Works; Dollar Value: $ 4,625,474; (General Fund - $3,997,311/Water & Sewer-$628,163)

(7) Resolution 275-18 Acceptance of three Utility Easements in a portion of 3305 Grant Cove Circle (Strap #20-44-23-C3-00001.102A), to provide access to and maintenance of the City utility facilities at this location, as conditioned in site plan review SP16-0041 – Sandoval Phase IV (4); Department: Financial Services / Real Estate Division; Dollar Value: N/A; (Fund: N/A)

(8) Resolution 276-18 Approval of Contract for Purchase of Lots 5 and 6, Block 5539, Unit 91, Cape Coral Subdivision, 4221 NW 36th Avenue, Cape Coral, for the NW 36th Avenue Drainage Improvement Project, for the purchase price of $9,000 plus closing costs not to exceed $1,400; Department: Financial Services / Real Estate Division; Dollar Value: $10,400; (Stormwater Capital Project Fund) Note: Trade offer rejected by Seller.

(9) Resolution 234-18 2019 State Legislative Platform; Department: City Manager; Dollar Value: N/A; (Fund: N/A)

(10) Resolution 277-18 Federal Legislative Agenda; Department: City Manager; Dollar Value: N/A; (Fund: N/A)

(11) Resolution 280-18 A Resolution authorizing payment up to $5,000 in eligible reimbursable relocation expenses to the selected candidate for the position of Utilities Collection & Distribution Manager in the Utilities Department, Funding for the Utilities Department: Dollar Value: maximum of $5,000 (Water & Sewer Fund/Enterprise Fund)

(12) Resolution 284-18 Approval of Stipulated Agreement with Roers Development, Inc., purchaser of 1200 SW 30th Street (Strap #34-44-23-C4-03194.A000) to apply penalties and interest, accrued as a result of the unpaid taxes on said parcel, towards unbilled SW4 Utility Capital Improvement Assessment

balances after delinquent property taxes have been paid to the Lee County Tax Collector by Roers Development Inc.; Department: City Manager/Economic Development Office; Dollar Value: N/A; (Fund: N/A)

C. CITIZENS INPUT TIME

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

D. PERSONNEL ACTIONS

(1) Resolution 281-18 Approving the creation of the "Internal Auditor" classification; Department: City Auditor; Dollar Value: $8,307 Estimated cost savings; (General Fund)

(2) Resolution 283-18 A Resolution creating a new classification of Police Communications Training Coordinator within the Police Department and reclassifying one Lead Telecommunicator to the position; Department: Police; Dollar Value: $5,521 additional; (General Fund)

E. PETITIONS TO COUNCIL

(1) NONE

F. APPOINTMENTS TO BOARDS / COMMITTEES / COMMISSIONS

(1) Golf Course Advisory Board - 2 Vacancies

9. ORDINANCES/RESOLUTIONS

A. Public Hearings

(1) Ordinance 80-18 (ZA 18-0007*) Public Hearing
"Advertisement error occurred, Public Hearing must be rescheduled after re-introduction."

*Quasi-Judicial, All Persons Testifying Must be Sworn In
WHAT THE ORDINANCE ACCOMPLISHES:
An ordinance amending the City of Cape Coral Official Zoning District Map by rezoning property described as Lots 1-28 and 55-82, Block 3170, Cape Coral Unit 66, from Pedestrian Commercial (C-1) to Single-Family Residential (R-1B) zone; property located north of SW 28th Street, south of SW 26th Street, east of SW 9th Avenue, and west of SW 8th Court. (6.42 acres) (Applicant: Sullico II, LLC)
Hearing Examiner Recommendation: The Hearing Examiner recommends approval of the application for rezoning.
City Management Recommendation: City Management recommends approval.

(2) Resolution 274-18 (AP 18-0004*) Public Hearing

*Quasi-Judicial, All Persons Testifying Must be Sworn In
WHAT THE RESOLUTION ACCOMPLISHES:
A resolution either affirming or reversing the decision of the Hearing Examiner rendered on September 11, 2018, in VA HEX Order 6-2018, that denied a variance of seven (7) feet from the minimum front setback requirement of 25 feet to allow a single-family home to be constructed 18 feet from the front property line in a Single-Family Residential (R-1B) zone; property is located at 5205 Sea Gull Court. (Applicant: Robert W. Schmid, Trustee for the Robert W. Schmid Revocable Trust)
City Management Recommendation: City Management continues to recommend denial as hardship criteria was not met.

B. Introductions

(1) Resolution 282-18 (VP 18-0005*) Set Public Hearing Date for January 7, 2019

*Quasi-Judicial, All Persons Testifying Must be Sworn In
WHAT THE RESOLUTION ACCOMPLISHES:
A resolution providing for the vacation of plat for public utility and drainage easements underlying a previously vacated platted walkway and a previously vacated portion of a platted alley located within Block 3367, Cape Coral Unit 65; providing for the vacation of plat for all platted interior lot lines and public utility and drainage easements lying with Lots 36-45, 51-62, and 76-89, Block 3367, Cape Coral Unit 65; property located at 824 SW 42nd Terrace. (Applicant: Skyline Self Storage, LLC)
Hearing Examiner Recommendation: The Hearing Examiner recommends that City Council approve the application for the requested vacations, subject to the conditions set forth in VP HEX Recommendation 10-2018.
City Management Recommendation: City Management recommends approval with conditions that appeared in the VP HEX Recommendation 10-2018.

(2) Ordinance 80-18 (ZA 18-0007*) Set Public Hearing Date for January 7, 2019

*Quasi-Judicial, All Persons Testifying Must be Sworn In
WHAT THE ORDINANCE ACCOMPLISHES:
An ordinance amending the City of Cape Coral Official Zoning District Map by rezoning property described as Lots 1-28 and 55-82, Block 3170, Cape Coral Unit 66, from Pedestrian Commercial (C-1) to Single-Family Residential (R-1B) zone; property located north of SW 28th Street, south of SW 26th Street, east of SW 9th Avenue, and west of SW 8th Court. (6.42 acres) (Applicant: Sullico II, LLC)
Hearing Examiner Recommendation: The Hearing Examiner recommends approval of the application for rezoning.
City Management Recommendation: City Management

recommends approval.

(3) Ordinance 82-18 - Set Public Hearing Date for January 7, 2019

WHAT THE ORDINANCE ACCOMPLISHES:
The ordinance amends Chapter 23 "Protected Species" of the Code of Ordinances by creating Article II "Burrowing Owl Protection", by providing for purpose and intent, definitions, development standards, protection and permit procedures, exempt activities within protection zones, penalties, and supplemental regulations. (Applicant: Brought forward by Councilmember Carioscia.)

(4) Ordinance 83-18 Set Public Hearing Date for January 7, 2019

WHAT THE ORDINANCE ACCOMPLISHES:
The ordinance authorizes the issuance of not to exceed $60,000,000 in aggregate principal amount of General Obligation Bonds, in one or more series, to finance the acquisition, construction and equipping of various parks, natural areas, recreational and athletic facilities, trails, boating, fishing and swimming facilities, and wildlife habitat and shoreline protection improvements; pledges the proceeds of ad valorem taxes levied without limit on all taxable property within the City to secure the payment of the principal of, redemption premium, if any, and interest on such bonds; provides for the rights of the holders of such bonds; and authorizes the reimbursement of expenditures made by the City from proceeds of the bonds. (Applicant: Brought forward by City Management.)

(5) Ordinance 84-18 Set Public Hearing Date for January 7, 2019

WHAT THE ORDINANCE ACCOMPLISHES:
An ordinance approving the Grant of Easement and Construction Agreement between the City of Cape Coral and The School Board of Lee County granting to the School Board an easement for the construction, installation, maintenance, operation, repair and replacement of the School Board's private horizontal directionally drilled underground chiller lines connecting and servicing the school properties crossing the Agualinda Boulevard right-of-way between Ida S. Baker High School and Gulf Middle School, and accepting the conveyance of a parcel of land from the School Board being a portion of Lots 21 and 22, as shown on the unrecorded plat of Agualinda Heights; authorizing and directing the Mayor to execute the Grant of Easement and Construction Agreement. (Applicant: Brought forward by City Management.)

10. UNFINISHED BUSINESS

A. Water Quality - Update

B. Follow Up Items for Council

11. NEW BUSINESS

A. NONE

12. REPORTS OF THE MAYOR AND COUNCIL MEMBERS

13. REPORTS OF THE CITY ATTORNEY AND CITY MANAGER

14. TIME AND PLACE OF FUTURE MEETINGS

A. A Regular Meeting of the Cape Coral City Council is Scheduled for Monday, January 7, 2019 at 4:30 p.m. in Council Chambers

15. MOTION TO ADJOURN

GENERAL RULES AND PROCEDURES REGARDING THE CAPE CORAL CITY COUNCIL AGENDA

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

Persons wishing to address Council under Citizens Input or the Consent Agenda may do so during the designated times at each meeting. No prior scheduling is necessary.

All speakers must have their presentations approved by the City Clerk's office no later than 3:00 PM the day of the meeting.

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

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

Copies of the agenda are available in the main lobby of Cape Coral City Hall and in the City Council Office, 1015 Cultural Park Boulevard. Copies of all back-up documentation are also available for review in the lobby of Council Chambers. You are asked to refrain from removing any documentation. If you desire copies, please request they be made for you. Copies are 15 cents per page. Agendas and back-up documentation are also available on-line on the City website (capecoral.net) after 4:00 PM on the Thursday prior to the Council Meeting.

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

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

1. The applicant, as well as witnesses offering testimony or presenting evidence, will be required to swear or affirm that the testimony they provide is the truth.

2. The order of presentation will begin with the City staff report, the presentation by the applicant and/or the applicant's representative; witnesses called by the applicant, and then members of the public.

3. Members of the City Council may question any witness on relevant issues, by the applicant and/or the applicant's representative, City staff, or by any member of the public.

4. The Mayor may impose reasonable limitations on the offer of testimony or evidence and refuse to hear testimony or evidence that is not relevant to the issue being heard. The Mayor may also impose reasonable limitations on the number of witnesses heard when such witnesses become repetitive or are introducing duplicate testimony or evidence. The Mayor may also call witnesses and introduce evidence on behalf of the City Council if it is felt that such witnesses and/or evidence are necessary for a thorough consideration of the subject.

5. After the introduction of all-relevant testimony and evidence, the applicant shall have the opportunity to present a closing statement.

6. If a person decides to appeal any decision made by the City Council with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

Item Number:	**B.(1)**
Meeting Date:	**12/10/2018**
Item Type:	**CONSENT AGENDA**

AGENDA REQUEST FORM
CITY OF CAPE CORAL

TITLE:
Resolution 251-18 Approve Agreement CON-PW18-19/MC for the Design of Nicholas Parkway Access Management and Median Curbing Improvement project with Q. Grady Minor & Associates, P.A. for Professional Design Services for a not to exceed cost of $363,068 and authorize an additional 10% ($36,307) for additional services, if needed, for a total project cost of $399,375. The ranking was approved by Council on 7/23/2018 via Resolution 153-18; Department: Public Works/Utilities; Dollar Value: $399,375; (General Fund $237,207/Water & Sewer Fund $162,168)

REQUESTED ACTION:
Approve or Deny

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:

1. On April 11, 2018, a Request for Proposal RFP- PW18-19/MC was issued seeking qualified firms to provide Professional Design Services for Nicholas Parkway Access Management and Median Curbing Improvement project.
2. On May 24, 2018, three (3) firms responded to the RFP. The three (3) firms in alphabetical order are: CPH, Inc., Q. Grady Minor & Associates, P.A., and Weston & Sampson Engineering, Inc.
3. Proposals were evaluated based on City of Cape Coral, Code of Ordinance Article VII: Purchase and Sale of Real and Personal Property Section 2-144 (h) Consultant's Competitive Negotiation Act.
4. On July 10, 2018, the Selection Advisory Committee (SAC) interviewed the three (3) firms recommended by the evaluation committee. The SAC ranked the firms in the following order: #1 Q. Grady Minor & Associates, P.A.; #2 Weston & Sampson Engineering, Inc.; #3 CPH, Inc..
5. Upon Council approval, staff entered into contract negotiations with the #1 ranked firm, Q. Grady Minor & Associates, P.A..
6. The Contract, if approved, is for a cost of $363,068 with an additional 10% ($36,307) for additional services, if needed, for a total project cost of $399,375.

7. The Department Director is requesting 10% for additional services, if needed. The Expenditure of Contingency, if any will be subject to approval of specific change orders by the Project Manager, if justified upon identified needs with an appropriate scope and cost to address specific needs.
8. Funding Information: Public Works BU 130125.634120 PW Traffic Operation ($50,000); BU 301110 PW Capital ($187,207) and Utilities BU 4050156.662601 ($162,168)

LEGAL REVIEW:
Contract reviewed by Legal

EXHIBITS:
Department Memo
Resolution 251-18

PREPARED BY:

Wanda Roop	Division- Procurement	Department- Finance

SOURCE OF ADDITIONAL INFORMATION:
Paul Clinghan, Public Works Director

ATTACHMENTS:

	Description	Type
🗋	Department Recommendation	Backup Material
🗋	Resolution 251-18	Resolution

FINANCE
NOV 16 2018
RECEIVED

MEMORANDUM

CITY OF CAPE CORAL
PUBLIC WORKS DEPARTMENT

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

FROM: Paul Clinghan, Public Works Director PRC
Jeff Pearson, Utilities Director
Stephanie Smith, Design & Construction Manager SS
William Sperry, Utilities Principal Engineer- P.E.

DATE: November 15, 2018

SUBJECT: Nicholas Parkway West – Waterline Replacement, Access Management and Median Curbing Improvement – RFP-PW18-19/MC

BACKGROUND:
In June 2018, the City issued a Request for Proposals, RFP-PW18-19/MC, soliciting for experienced and qualified firms for Professional Design Services for Nicholas Parkway West Waterline Replacement, Access Management and Median Curbing Improvements. In August 2018, City Council approved the SAC ranking and staff began negotiations with Q. Grady Minor & Associates, P.A.

The project consists of the design of utility, roadway and drainage improvements on Nicholas Parkway from Santa Barbara Blvd. to Pine Island Road. The improvements include replacing an existing 8" PVC waterline with a 12" PVC waterline, strategically reducing the median cuts and adding left turn lanes and installing curb and gutter around all the medians. Upon completion of the construction of the improvements, the four-lane roadway will be resurfaced.

RECOMMENDATION:
Through negotiations, staff developed a scope of services and Q. Grady Minor offered a contract for $363,068 to perform the services. Utilities and Public Works request a 10% City controlled contingency in the amount of $36,307 for a total project design cost of $399,375.

FUND AVAILABILITY:
Funding for the project will be drawn from Business Unit 4050156.662601 Utilities in the amount of $162,168, Business Unit 130125.634120 PW Traffic Operation in the amount of $50,000 and Business Unit 3010110 PW Capital in the amount of $187,207.

PC/SS/JP/BS:sk

RESOLUTION 251 – 18

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CAPE CORAL, FLORIDA, APPROVING AGREEMENT CON-PW18-19/MC FOR PROFESSIONAL DESIGN SERVICES FOR NICHOLAS PARKWAY ACCESS MANAGEMENT AND MEDIAN CURBING IMPROVEMENTS BETWEEN THE CITY OF CAPE CORAL AND Q. GRADY MINOR & ASSOCIATES, P.A.; PROVIDING FOR SUBSEQUENT EXECUTION OF THE CONTRACT BY THE CITY MANAGER OR HIS DESIGNEE; PROVIDING FOR APPROVAL OF A CONTINGENCY AMOUNT; PROVIDING AN EFFECTIVE DATE.

WHEREAS, on April 11, 2018, the City issued Request for Proposal RFP-PW18-19/MC for Professional Design Services for Nicholas Parkway Access Management and Median Curbing Improvements; and

WHEREAS, the City received three (3) proposals; and

WHEREAS, the proposals were based on the criteria set forth in the City of Cape Coral Code of Ordinances, Section 2-144(h), Consultants' Competitive Negotiation Act; and

WHEREAS, on July 10, 2018, the SAC interviewed the firms and ranked the firms as follows: Q. Grady Minor & Associates, P.A., ranked #1; Weston & Sampson Engineering, Inc., ranked #2; and CPH, Inc., ranked #3; and

WHEREAS, based on the SAC ranking, which was approved by City Council on July 23, 2018, staff began negotiations with Q. Grady Minor & Associates, P.A.; and

WHEREAS, based on the negotiations, the City Manager recommends the approval of Agreement CON-PW18-19/MC between the City of Cape Coral and Q. Grady Minor & Associates, P.A., in the amount of $363,068, subject to a City-controlled contingency amount not to exceed ten (10) percent of the total amount of the contract.

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

Section 1. The City Council hereby approves Agreement CON-PW18-19/MC between the City of Cape Coral and Q. Grady Minor & Associates, P.A., for Professional Design Services for Nicholas Parkway Access Management and Median Curbing Improvements in the amount of $363,068, subject to a City-controlled contingency amount not to exceed ten (10) percent of the total amount of the contract, and authorizes the City Manager or his designee to execute Agreement CON-PW18-19/MC. A copy of the Agreement is attached hereto as Exhibit 1.

Section 2. The City Council hereby authorizes the City Manager or the City Manager's designee to enter into change orders for work required other than as contemplated in the contract documents with an appropriate scope and cost to address those needs, subject to payment of a City-controlled contingency amount not to exceed ten (10) percent of the total amount of the contract.

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

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

_____
KIMBERLY BRUNS
INTERIM CITY CLERK

APPROVED AS TO FORM:

Dolores D. Menendez
DOLORES D. MENENDEZ
CITY ATTORNEY
res/Contract-Q Grady Minor

CITY OF CAPE CORAL

Agreement

for

Design of Nicholas Parkway Access Management and Median Curbing Improvements

CON-PW18-19/MC

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Exhibit F	Subconsultants' Scope of Professional Services
Exhibit G	Map of Project
Exhibit H	Total Project Cost (NTE)
Exhibit I	Personnel Qualification
Exhibit J	Truth in Negotiations

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this____day of_____, 2018, by and between the City of Cape Coral, Florida, a municipal corporation of the State of Florida, hereinafter referred to as the "City" and "Q. Grady Minor & Associates, P.A." a Florida incorporated company, hereinafter referred to as "Consultant" or "Engineer".

WITNESSETH:

WHEREAS, the City is a municipality providing to its citizens a comprehensive range of municipal services including general government, public safety, community development, public works, planning, utilities, and parks and recreation; and

WHEREAS, the City desires to contract with the Consultant to provide Design Services for the Nicholas Parkway Access Management and Median Curbing Improvements Project. The Consultant shall include all work necessary for the design and assistance with bidding of the project per the scope of professional services; and

WHEREAS, the Consultant hereby certifies that it has been granted and possesses valid, current licenses to do business in the State of Florida, Lee County, Florida and the City of Cape Coral, issued by the respective agencies responsible for regulating and licensing the professional services to be provided and performed by the Consultant pursuant to this Agreement; and

WHEREAS, Consultant has reviewed the professional services required pursuant to this Agreement and is qualified, willing and able to provide and perform all such services in accordance with the provisions, conditions and terms hereinafter set forth; and

WHEREAS, the selection and engagement of the Consultant has been made by the City in accordance with the provisions of the Consultant's Competitive Negotiation Act, Section 287.055, Florida Statutes, and in accordance with the provisions of all City procurement standards.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Consultant, intending to be legally bound, covenant and agree as follows:

ARTICLE 1
RECITALS

The recitals set forth above are true and correct and are incorporated herein by reference.

ARTICLE 2
DEFINITIONS

2.1 City: The term "City" shall mean the City of Cape Coral

2.2 Consultant: The term "Consultant" shall mean prime consultant "Q. Grady Minor & Associates, P.A." a "Florida" incorporated company.

2.3 Contract Documents: The term "Contract Documents" shall mean this Agreement, the City's Request for Proposals for the Project ("RFP"), the Consultant's responses and submissions to the RFP, and all drawings and specifications prepared and/or adopted by Consultant and its sub-consultants. Any special conditions, together with all written amendments, change orders, addendums, attached exhibits and signed forms will become a part of this agreement and are incorporated herein.

2.4 Work: The term "Work" shall mean everything expressly or implicitly required to be furnished or performed for the design of a fully, constructible, operational and functioning Project, including but not limited to, that work described in Exhibit A - "Consultant's Scope of Professional Services" and Exhibit F – "Subconsultant's Scope of Professional Services" as attached hereto.

2.5 Construction: The term "Construction" shall mean everything expressly or implicitly required to construct a fully operational and functioning Project.

2.6 Project: The term "Project" shall mean the Professional Design Services for the Nicholas Parkway Access Management and Median Curbing Improvements Project.

2.7 Project Area: The term "Project Area" shall mean the established geographical boundaries within the City of Cape Coral, or other areas, that will be defined by "City and/or City's Project Manager", see Exhibit G – "Project Map".

2.8 Substantial Completion: Completion of the Services outlined in the Scope of Professional Services with completion and readiness for final payment, as set forth in this Agreement, as per Scope of Services and per the timelines as outlined in Exhibit C – "Consultant's Work Schedule".

2.9 Final Completion of Design: Acceptance of Work in accordance with this Agreement and designated City Project Manager, with any necessary corrections completed, so that the Professional Services can be utilized for the purposes for which it is intended.

2.10 Contract Duration: The time for this agreement will be two hundred forty (240) calendar days for substantial completion which shall be completed as required in Exhibit C – "Consultant's Work Schedule".

ARTICLE 3
SCOPE OF PROFESSIONAL SERVICES

Consultant hereby agrees to provide and perform the professional services required and necessary to complete the services and Work as set forth in Exhibit A, entitled "Consultant's Scope of Professional Services" as indicated in said exhibit which is attached hereto and made a part of this Agreement ("Professional Services"). Consultant shall be responsible for providing and performing all services, work, equipment, material, personnel, supplies, facilities, transportation and administrative support that are necessary and required to complete all of the tasks and work set forth in the "Consultant's Scope of Professional Services" as attached hereto as Exhibit A.

ARTICLE 4
CONTRACT MODIFICATIONS

The City reserves the right to make any contract modifications it so desires, including but not limited to the deletion or removal of specific tasks or activities from the scope of the Work to be performed hereunder. All contract modifications shall be performed in accordance with the terms and conditions of this Agreement. No extra Work shall be performed unless ordered in writing by the City prior to the installation of such Work and upon the terms agreed to in advance by the City.

ARTICLE 5
ADDITIONAL PROFESSIONAL SERVICES

The City may, without invalidating this Agreement, require that Consultant perform professional services ("Additional Professional Services") in addition to those identified as Professional Services in this Agreement. If the Consultant believes a professional service to be beyond those included in the Professional Services, Consultant shall notify the City in writing, and obtain the City's written authorization to proceed with such service as an Additional Professional Service for such service to be considered an Additional Professional Service. These Additional Professional Services shall be provided by the Consultant if directed and authorized in advance, in writing, by the City and if Consultant is reasonably qualified to provide the services. Additional Professional Services shall be performed under and governed by the terms and provisions of this Agreement. The City shall pay Consultant for all Additional Professional Services directed and authorized in writing and in advance by the City, except that the City shall not be obligated to pay for any such Additional Professional Services or any other services which result from or are caused by Consultant's breach of its obligations under this Agreement.

Furthermore, and notwithstanding the foregoing and the City's right to require performance of Additional Professional Services under this Agreement, the City may desire to enter into subsequent agreement(s) with Consultant for Consultant to provide further construction bidding services and inspection services. In such event, the City and Consultant will negotiate and endeavor to enter into subsequent agreement(s) for the furnishing of such further services.

ARTICLE 6
TIME FOR PERFORMANCE

6.1 Following the execution of this Agreement by both parties and after Consultant has complied with the insurance requirements set forth herein, the City shall issue to Consultant a written notice to proceed. Following the issuance of such a written notice to proceed, Consultant shall commence Work within fourteen (14) calendar days and shall carry on all services and work in a timely and diligent manner to substantial completion within two hundred forty (240) calendar days, which shall be completed as required in Exhibit C – "Consultant's Work Schedule".

6.2 Should Consultant be obstructed or delayed in the prosecution or completion of its obligations under this Agreement as a result of causes beyond the control of Consultant, or its subconsultants and/or subcontractors and not due to their fault or neglect, Consultant shall notify the City, in writing, within five (5) calendar days after the commencement of such delay stating the cause(s) thereof and requesting an extension of Consultant's time of performance. Upon receipt of Consultant's request for an extension of time, the City shall grant the extension if the City, in its sole discretion, determines that the delay(s) encountered by Consultant or its sub consultant(s) and/or subcontractor(s), is due to unforeseen causes and not attributable to their fault or neglect.

6.3 Consultant shall be required as a condition of this Agreement to prepare and submit to the City, Consultant's Work schedule. The Consultant's Work schedule shall set forth in an understandable fashion the schedule for all the various phases and/or tasks required to perform and complete all the services set forth or described in Exhibit C – "Consultant's Work Schedule". The Consultant's Work schedule of planned and actual Work progress shall be updated and submitted by Consultant to the City no later than the tenth day of each month, commencing with the issuance of the notice to proceed.

6.4 Consultant's services shall be performed as expeditiously as is consistent with professional skill and care in the orderly progress of the Project. Consultant represents to the City that it shall deliver its services in accordance with the Consultant's Schedule of Work established for the Project which is attached hereto as Exhibit C - "Consultant's Work Schedule" and shall appropriately adjust the delivery of its services if necessary and approved by the City, as the Project proceeds. Consultant acknowledges that time is of the essence with respect to the delivery of its services hereunder and that the time limits set forth in the City's schedule shall not, except for a written determination by the City that reasonable cause exists for the schedule to be exceeded by Consultant.

6.5 NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, CONSULTANT SHALL NOT BE ENTITLED TO RECOVER ANY MONETARY DAMAGES IT MAY SUSTAIN AS A RESULT OF ANY DELAY CAUSED BY THE CITY, ANY SEPARATE DESIGN PROFESSIONAL EMPLOYED BY THE CITY, CONSULTANT OR ANY OTHER CAUSES WHATSOEVER. CONSULTANT FURTHER AGREES THAT IT SHALL MAKE NO CLAIM FOR COMPENSATION FOR SUCH

DELAYS AND WILL ACCEPT IN FULL SATISFACTION FOR SUCH DELAYS ANY EXTENSIONS OF TIME WHICH ARE GRANTED TO IT BY THE CITY.

ARTICLE 7
QUALITY CONTROL

Consultant shall develop and employ a comprehensive quality control program designed to protect the City from patent or latent defects in any Work related to the Project or in Construction Work performed at the Project by third parties. At a minimum, Consultant will follow guidelines listed in the Consultant's most recent quality control and/or practices manual, and any subsequent revisions or updates, provided such guidelines do not conflict with any of the Contract Documents.

ARTICLE 8
CONSULTANT'S PERSONNEL

8.1 Licensing. Consultant agrees to obtain and maintain throughout the period this Agreement is in effect, all such licenses as are required to do business in the State of Florida, Lee County, Florida and the City of Cape Coral, including but not limited to, licenses required by the respective state boards and other governmental agencies responsible for regulating and licensing the professional services provided and performed by Consultant pursuant to this Agreement. Consultant is required to notify City within five (5) calendar days of any pending, or newly initiated, disciplinary or other actions imposed on Consultant or its subconsultants by any regulatory or licensing authority.

8.2 Qualified Personnel. Consultant agrees when the services to be provided and performed related to a professional service(s) which, under Florida Statutes, requires a license, certificate of authorization or other form of legal entitlement to practice such services, to employ and/or retain only qualified personnel to be in responsible charge of all Basic Professional Services and Additional Professional Services to be provided pursuant to this Agreement as attached hereto as Exhibit I – "Personnel Qualifications".

8.3 Consultant's Project Manager. Consultant agrees to employ and designate in writing, a qualified, and if required by law, a licensed professional to serve as the Consultant's Project Manager. Consultant's Project Manager shall be authorized and responsible to act on behalf of Consultant with respect to directing, coordinating and administering all aspects of the services to be provided and performed under this Agreement. Consultant's Project Manager shall have full authority to bind and obligate Consultant on any matters arising under this Agreement unless substitute arrangements have been furnished and agreed to with the City in writing. Consultant agrees that the Project Manager shall devote whatever time is required to satisfactorily direct, supervise and manage the services provided and performed by Consultant throughout the entire period this Agreement is in effect. During the term of the Project, Consultant's Project Manager shall neither have nor undertake any other assignment or engagement on behalf of Consultant other than serving as Project Manager in connection with the Project, if

such assignment interferes with the abilities of Project Manager to complete the work on this assignment or unless otherwise agreed in advance by the City. The person selected to serve as Consultant's Project Manager shall be subject to the prior approval and acceptance of the City.

8.4 Removal of Personnel. Consultant agrees, within ten (10) calendar days of receipt of a written request from the City, to promptly remove and replace the Consultant's Project Manager or any other personnel employed or retained by Consultant or any personnel of a sub consultant or subcontractor engaged by Consultant to provide and/or perform services and or Work pursuant to the requirements of this Agreement, who the City shall request in writing to be removed, which request may be made by the City with or without cause.

ARTICLE 9
SUBCONSULTANTS AND SUBCONTRACTORS

9.1 Definition. A subconsultant or subcontractor is a person or organization who has a direct contract with Consultant to perform any part of the Work associated with the Project. Nothing contained in this Agreement shall create any type of contractual relationship between the City and any subcontractor and/or subconsultant.

9.2 Consultant's Selection of Subcontractors and Subconsultants. Consultant, within fourteen (14) calendar days after execution of this Agreement, shall furnish, in writing to the City, the names of persons or entities proposed to be subconsultants and/or subcontractors on the Project (referred to in this paragraph as "subconsultants"), along with copies of proposals and contracts between Consultant and such subconsultant(s). The City shall promptly reply to Consultant in writing whether the City, after due investigation, has reasonable objections to any such proposed person or entity. Failure of the City to reply within fourteen (14) days after its receipt of such information shall constitute notice of no reasonable objection. All subconsultants shall be duly licensed pursuant to any applicable requirements and regulations of the State of Florida. Consultant shall use its best efforts to propose and retain subconsultants appropriately qualified, locally based (Cape Coral - Fort Myers - Lee County, Florida) and/or minority owned and operated Consultants with experience in the Lee County area. Consultant shall not, without reasonable cause and after obtaining the approval of the City (which approval shall not be unreasonably withheld) change a subconsultant or its role which has been previously selected and approved by the City. Consultant shall be responsible to the City for the damages to the extent caused by the negligent acts or omissions of, or services provided by or through its subconsultants. The City's review, approval or rejection of proposed subconsultants or their respective proposals or contracts will not relieve Consultant of its responsibilities under this Agreement, or for the actions or omissions of such subconsultants.

9.3 Sub contractual Relations. By an appropriate written agreement, Consultant shall require each subcontractor or subconsultant, to the extent of the Work to be performed by the subcontractor or subconsultant, to be bound to Consultant by the terms of this Agreement and to assume toward Consultant all obligations and responsibilities which

Consultant, by this Agreement, assumes towards the City. Consultant shall make available to each proposed subcontractor or subconsultant prior to the execution of any such agreement, a copy of this Agreement.

9.4 Responsibilities for Acts and Omissions. Consultant shall be responsible to the City for the acts and omissions of its employees and agents and its subcontractors and/or subconsultants, their agents and employees, and all other persons performing any Work or supplying any service under a contract with Consultant.

ARTICLE 10
COOPERATION WITH PROJECT PARTICIPANTS

10.1 Consultant shall cooperate with the City, and others working on the Project to avoid interference, inconvenience or damage. To aid in avoiding conflicts, Consultant, without additional charge or compensation, shall make all reasonable modifications in its services or the scheduling of its services as may be directed by the City. Consultant agrees that it has become familiar with the Project and accepts responsibility for all necessary coordination of its services with the work of other parties working on the Project or any adjacent projects affected thereby.

10.2 Consultant will assume primary coordination of its Work with the work of others. As part of said service, Consultant shall be primarily responsible for the coordination and compilation of all design documents pertaining to the Project.

10.3 In the event of a dispute between Consultant and others working on the Project, Consultant and the others working on the project shall present their dispute to the City, who shall make a decision with respect to the matter in dispute. Consultant agrees to proceed with the furnishing of its services in accordance with any decision which is rendered by the City.

ARTICLE 11
COMPENSATION

11. Contract Price. The City shall pay to the Consultant in full and complete satisfaction for all services, materials and equipment furnished by the Consultant under the terms of this Agreement the not to exceed sum of Three Hundred Sixty-Three Thousand Sixty-Seven dollars and 49/100 ("$363,067.49) Exhibit B – "Schedule of Values". The total. Any additional work required by the City will be negotiated and will utilize the negotiated hourly rates in Exhibit D – "Personnel Hourly Rates" contained in this agreement.

Payment of Contract Price.

11.1 Basic Compensation. Subject to the Not to Exceed Price and the satisfaction of the conditions precedent set forth in paragraph 11.3 below, and in exchange for the proper performance of the Basic Professional Services, Consultant shall be compensated on an hourly basis in conformity with the "Personnel Hourly Rates" - Exhibit D wherein such rates are fixed for the duration of this contract. Exhibit D

shall set forth the name of the identity of each individual performing services on the Project for which compensation shall be paid to Consultant by the City together with the corresponding billable rate for each individual. The City shall not be liable to Consultant for payment of services performed by any individual not identified on Exhibit D – "Personnel Hourly Rates" absent written approval by the City prior to the individual performing services. The billable rate for each individual who is an employee of the Consultant is based upon actual hourly rate of compensation paid by Consultant to the employee as set forth in Exhibit D times the agreed upon multiplier. Notwithstanding the foregoing or any provision of Exhibit D, the Consultant shall not be entitled to recover any mark-up on services furnished by Consultant's subcontractors or other third parties provided.

11.2 Schedule of Values. The Consultant billing shall be based on Exhibit B - "Schedule of Values" establishing a separate estimated amount for each Task of the Consultant's work. In no event, shall the Consultant be entitled to receive compensation in excess of the amount ascribed to any task unless otherwise previously approved by the City in writing. The not to exceed amounts set include not only the fees to the Consultant for its services to be performed but also any third-party costs associated with a Task. Reimbursable Expenses incurred by Consultant are defined in Exhibit E – "Reimbursable Expenses".

11.3 Applications for Payment. The Consultant shall deliver to the City an Application for Payment reflecting the tasks completed in Exhibit B - "Schedule of Values", which shall be approved in writing. Provided the Application for Payment is received not later than the last day of the month, the City shall make payment to the Consultant not later than the last day of the following month. With each Application for Payment, the Consultant shall submit such evidence as may be necessary, in the opinion of the City, to demonstrate the work performed during such month and the percentage of completion of each category of the Work. In no event, shall the cost of the Work exceed the Contract Price referred to in Article 11 shown above.

11.4 Certification and Release Documentation. In each Application for Payment, the Consultant shall certify that there are no known claims outstanding at the date of this application, that all due and payable bills with respect to the Work have been paid to date or shall be paid from the proceeds of this Application for Payment, and that there is no known basis for the filing of any claims on account of the Work, and that all work has been performed in strict conformity with the requirements of the Contract Documents and that the Consultant is unaware of any defective work. This certification will include that all subconsultants have been paid for outstanding work. Concurrent with each Application for Payment, the Consultant shall execute and furnish waiver of claims through the effective date of the previous Application for Payment.

11.5 Joint Checks and or Direct Payments. The City reserves the right to issue joint checks to the Consultant and its subcontractors and materialmen, or, to make direct payments to the Consultant's subcontractors or materialmen, if, in the City's sole

judgment, it is necessary to do so to ensure payment to the aforesaid parties. The amounts of said joint or direct checks shall be deducted from the Contract Price.

11.6 Final Payment. Provided that the Consultant has fully performed its obligations hereunder, final payment, including retainage amounts, shall be made by the City to the Consultant on or about thirty (30) calendar days following final performance of all Work and the Consultant's submittal of a final Application for Payment therefore and final Affidavit. In this regard, it is further agreed that the final Application for Payment shall not be made until the Consultant has fully and finally completed all tasks and delivers to the City a complete release of all claims arising or which could arise out of this Agreement. The acceptance of final payment by the Consultant shall constitute a waiver of all claims by the Consultant except those previously made in writing and identified by the Consultant as unsettled at the time of the final Application for Payment.

11.7 Payment is Not Acceptance. The payment of any Application for Payment by the City, including the final Application for Payment does not constitute approval of, or acceptance of that portion of the Work to which such payment relates nor shall such payment relieve the Consultant of its obligations nor constitute a waiver of any claim which the City may then have or thereafter discover.

11.8 Payments Withheld. The City may decline to pay an application for payment submitted by Consultant, in whole or in part, to the extent reasonably necessary to protect the City if:

11.8.1 Consultant is not entitled to payment in the amount specified in the application for payment;

11.8.2 Consultant is in default of its obligations hereunder;

11.8.3 Appropriate backup data and documentation required by the City is not submitted with the application for payment;

11.8.4 The application for payment is not otherwise appropriately substantiated;

11.8.5 Any known or alleged, willful, wanton or negligent act, error or omission of Consultant which gives rise to a claim by the City or by some other party against the City; or

11.8.6 Any other reason the City is permitted to withhold payment under any other provision of this Agreement.

11.9 Interest. In the event of a bona fide dispute by the City for any sums for which payment has been requested, no interest shall be due on such disputed sums until the dispute is resolved, provided that all undisputed sums shall have been paid in due course.

11.10 Compensation for Additional Professional Services. For Additional Professional Services of Consultant directed and authorized in writing and in advance by the City, as described in Article 5, the City shall pay to Consultant a Not to Exceed Amount, as mutually agreed upon in writing by the parties which shall be the sole and exclusive compensation payable to Consultant in connection with the performance of such Additional Professional Services.

ARTICLE 12
INSURANCE

Consultant shall, at all times during the performance of this Agreement, provide and maintain the following types of insurance protecting the interests of the City and Consultant with coverages and limits of liability not less than those set forth below:

12.1 Workers Compensation Insurance. Consultant shall maintain worker's compensation insurance, insuring its liability under the Workers Compensation and Occupational Disease Laws of the State of Florida, with limits of liability not less than the minimum statutory limits imposed by applicable State and Federal laws. The worker's compensation insurance policy must include employer's liability with a minimum limit of $1,000,000.00 for each accident.

12.2 Comprehensive General Liability Insurance. Consultant shall maintain comprehensive general liability insurance which shall be written on an "occurrence" basis and afford the following coverages:

12.2.1 Premises – operation
12.2.2 Explosion, collapse and underground property damage (XCU)
12.2.3 Products/completed operations
12.2.4 Blanket contractual liability
12.2.5 Personal injury
12.2.6 Advertising injury
12.2.7 Premises medical payments
12.2.8 Property damage
12.2.9 Additional insureds - employees and temporary workers
12.2.10 Newly acquired organizations
12.2.11 Property damage liability
12.2.12 Independent contractors
12.2.13 The commercial general liability insurance to be maintained by Consultant must include products and completed operations, and contractual liability. The City shall be named as an additional, named insured on the comprehensive general liability policy. The limits of liability associated with Consultant's comprehensive general liability policy shall not be less than the following:

12.2.13.1	$1,000,000.00	each occurrence
12.2.13.2	$2,000,000.00	aggregate

12.2.14 Notwithstanding anything contained herein to the contrary, the coverages under the comprehensive general liability policy to be furnished by Consultant must be afforded on a policy form no more restrictive than the last edition of the commercial general liability policy filed by the Insurance Services Office.

12.3 Vehicular Liability Insurance. Consultant shall maintain business vehicular liability insurance covering all owned, non-owned, and hired vehicles used in connection with the Work to be provided hereunder with combined minimum limits of $1,000,000.00 single limit for bodily injury and property damage per occurrence/aggregate.

12.4 Excess Liability Insurance. Consultant shall maintain excess liability insurance in an amount not less than $5,000,000 combined single limit bodily/property damage, in excess of the general liability insurance described above.

12.5 Professional Liability Insurance. Consultant shall maintain professional liability insurance with a minimum level of liability coverage of not less than $1,000,000.00 per occurrence/$2,000,000.00 in aggregate insuring the City against losses arising out of the delivery of professional services by Consultant and its sub-consultants. Consultant shall also ensure that each of its subconsultants shall maintain professional liability insurance with minimum limits of liability coverage not less than $1,000,000.00 per occurrence/$2,000,000.00 in aggregate insuring the City against losses arising out of the provision of professional services by each in connection with the Project. The deductibles associated with the professional liability insurance policies to be furnished by Consultant and its subconsultants shall not exceed $50,000.00 per claim. Consultant shall provide to the City certificates reflecting the City as a certificate holder with respect to the professional liability insurance policies maintained by Consultant and subconsultants.

12.6 Property Insurance. It is Consultant's responsibility to carry its own property insurance including insurance on equipment that will not become an integral part of the Project.

12.7 Certificate of Insurance. Prior to performing any services hereunder, Consultant shall file with the City a certificate of insurance in a form acceptable to the City. The certificate of insurance shall reflect the City as an additional named insured on Consultant's comprehensive general liability, excess liability, and business vehicular liability policies. In addition, the City shall be reflected as the certificate holder with respect to Consultant's professional liability and worker's compensation insurance. The certificate of insurance furnished by Consultant shall contain a provision that the coverages afforded under the policy described thereon will not be cancelled until at least thirty (30) days prior written notice has been given to the City. Also, to be included on the policy for the Certificate of Insurance under the "Description of Operations /Locations/Vehicles/Exclusions added by endorsement/Special Provisions" section, the Contract Number "CON-PW18-19/MC" and Title of Project - "Design of Nicholas Parkway Access Management and Median Curbing Improvements".

12.8 Ratings of Companies. All companies issuing the policies provided for herein shall be licensed or approved by the Department of Insurance, State of Florida,

and shall have a financial rating no lower than II and a policy holder surplus rating no lower than (A) as listed in A.M. Best TK Rating Guide, current edition or interim report. Companies with ratings lower than those specified herein will be acceptable only upon the written consent of the City.

12.9 Primary Coverage. The insurance required hereunder is primary and direct and shall apply to any loss prior to any insurance coverage carried by the City or any other party.

12.10 Extent of Coverages. The insurance coverages referred to above are set forth in full in their respective policy forms. The foregoing descriptions of such policies are not intended to be complete or to limit any provision of the actual policies and should said description be narrower than the coverages afforded under the actual policies of insurance, the provisions of the actual policies of insurance shall govern.

12.11 Waiver of Subrogation. Consultant's insurance policies shall be endorsed to provide that the insurers waive their rights of subrogation against the City and to provide that the policies afford primary coverage over any other applicable insurance coverage.

12.12 Subconsultant Insurance Requirements. Except as otherwise specified herein, Consultant shall require that all subconsultants and subcontractors performing Work on the Project to maintain the same coverages and policy limits as Consultant is required to furnish hereunder. An insurance provision, including waivers of subrogation, identical to the provisions of Article 12 of this Agreement and shall be included by Consultant in each written subcontract or subconsultant agreement issued by it in conjunction with the Project.

ARTICLE 13
INDEMNIFICATION

In consideration of the first One Hundred and No/100 Dollars ($100.00) to be paid hereunder and to the fullest extent permitted by law, Consultant agrees to indemnify and hold harmless the City and its agents, servants and employees, from and against any and all claims, costs, expenses, damages, or liability (including reasonable attorneys' fees and costs of defense) caused by, attributable to, arising out of, or resulting from Consultant's negligence, recklessness, or intentional wrongful conduct in the performance of professional services under this Agreement and those of its subconsultants, agents and employees. Consultant is not obligated to indemnify the City in any manner whatsoever for the City's own negligence. This indemnity provision shall be considered a material part of the specifications governing Consultant's performance under this Agreement. This indemnity provision is intended to comply with Florida laws on indemnity and, specifically, to comply with Sections 725.06 and 725.08, Florida Statutes, and is to be interpreted in such a manner as to be enforceable.

ARTICLE 14
DRAFTING FORMATS AND STANDARDS

In performing professional services hereunder, Consultant shall review and incorporate the City's drafting formats and office drafting standards into any drawings and specifications generated in connection with the provisions of this Agreement.

ARTICLE 15
COPYRIGHTS AND LICENSES

All drawings, sepias, electronic media and specifications prepared in connection with the Project shall remain the property of the City and Consultant shall not be entitled to a repeat design fee or any other compensation should the City elect to utilize said drawings, sepias, electronic media and specifications in connection with additional alterations or remodeling or additions to the Project to which said design documents originally pertain. Consultant hereby assigns to the City any and all right, title, and interest it may possess in the design documents and materials produced in connection with this Agreement, including but not limited to, all statutory and common law copyrights it possesses in said documents and materials. The future use of said materials shall be at the sole discretion of the City. The City agrees to hold Consultant harmless from any claims based upon the future use of said materials in connection with any purpose other than the Project or future maintenance or support of the Project.

ARTICLE 16
PERMITS

Consultant will be responsible for preparing and submitting all required applications and other supportive information necessary to assist the City in obtaining all reviews, approvals and permits, with respect to the Consultant's design, the Existing Design, drawings and specifications required by any governmental body having authority over the Project. Consultant will be similarly responsible for preparing and submitting all required specifications and other supportive information necessary to assist the City in obtaining any renewals and/or extensions of reviews, approvals or permits that may be required while this Agreement is in effect. The City shall, at Consultant's request, assist in obtaining required signatures and provide Consultant with all information known to be available to the City to assist the Consultant in the preparation and submittal of any original, renewal or extension of required reviews, approvals or permits.

ARTICLE 17
CITY'S RESPONSIBILITIES

17.1 The City's Representative. The City shall designate a Project Representative who shall be fully acquainted with the Project and shall define the lines of City authority to approve changes in the Project. He or she shall render decisions promptly and furnish information expeditiously.

17.2 Lines of Authority. The City shall establish and maintain lines of authority for its personnel and shall provide this definition to the Consultant and all other affected parties.

17.3 Existing Design. The City shall provide to Consultant all design documentation in its possession pertaining to the Project.

17.4 Funding. The City shall furnish reasonable evidence satisfactory to Consultant that sufficient funds will be available and committed for the cost of the Project.

17.5 Project Fault or Defect. If the City becomes aware of any fault or defect in the Project, or in the specifications or drawings for the Project, it shall give prompt written notice thereof to Consultant.

ARTICLE 18
CONSULTANT'S REPRESENTATIONS

In order to induce the City to enter this Agreement, Consultant makes the following express representations:

18.1 Consultant has reviewed and confirmed that the basis and approach taken by the City in its Project planning represents sound programming and provides an adequate basis for the performance of Consultant's services hereunder.

18.2 Consultant has familiarized itself with the Scope of Work and the nature and extent of the Work to be performed, local conditions, and federal, state and local laws, ordinances, rules and regulations that in any manner affect costs, progress or performance of the work.

18.3 Consultant represents that the Work can be performed within the time frames contemplated in the Consultant's Work Schedule, a copy of which is attached hereto as Exhibit C.

18.4 Consultant has reviewed the Scope of Work and has provided the City with written notice of all conflicts, errors or discrepancies it has discovered in the Scope of Work and the cost to the City of addressing such conflicts, errors or discrepancies.

18.5 Consultant has familiarized itself with the nature and the extent of the proposed Project contemplated under the City's program and local field conditions and affirmatively represents that no field conditions are known to exist which would have a cost or scheduling impact on the Project.

ARTICLE 19
ACCURACY, TECHNICAL SUFFICIENCY OF SERVICES PROVIDED BY CONSULTANT

19.1 Notwithstanding anything contained herein to the contrary, it is understood and agreed between the parties that the City is not examining any data, surveys, studies, designs, specifications, calculations, plans, drawings, or any other documents furnished hereunder by Consultant for accuracy and technical sufficiency and is not under any obligation to inspect the Project. Furthermore, it is understood and agreed between the parties that neither the review, approval, nor acceptance by the City of data, surveys, studies, designs, specifications, calculations, plans, drawings, or any other documents furnished hereunder by Consultant shall in any way relieve Consultant of responsibility for the adequacy, completeness, and accuracy of its work, and in no event shall the City's review, approval, acceptance of or payment for such services be construed to operate as a waiver of any of the City's rights under this Agreement or of any cause of action it may have, arising out of the performance of this agreement.

19.2 Consultant further acknowledges that it, alone, is responsible for the accuracy, completeness, and technical sufficiency of all Work performed under this Agreement, and that the information contained in the City's Request for Proposals and Project descriptions does not relieve, release, or in any way whatsoever diminish the Consultant's ultimate responsibility for the accuracy, completeness, and technical sufficiency of the Project and any work performed hereunder.

19.3 Consultant agrees to be responsible for the professional quality, technical adequacy and accuracy, timely completion, adoption and coordination of all data, surveys, designs, specifications, calculations, estimates, plans, drawings, construction documents, photographs, reports, memoranda, other documents and instruments and other services, work and materials performed, provided and/or furnished by Consultant or by any subconsultant retained or engaged by Consultant pursuant to this Agreement. Consultant shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in such data, studies, surveys, designs, specifications, calculations, estimates, plans, drawings, construction documents and instruments, and other services or materials resulting from the negligent act, errors or omissions or any intentional misconduct of Consultant or any subconsultants engaged by Consultant.

ARTICLE 20
TERMINATION OR SUSPENSION OF AGREEMENT

20.1 The City reserves the right to terminate this Agreement without cause and without regard to fault or breach upon ten (10) calendar days written notice to Consultant, effective immediately, unless otherwise provided in said notice. In the event of a termination for the City's convenience, the Consultant shall only be due those sums which are due for Work performed as of the date of termination. Upon Consultant's receipt of such payment, the parties shall have no further obligation

hereunder. It is understood and agreed that no fee or other compensation or payment shall be due and payable to Consultant for unperformed Work associated with this Agreement.

20.2 If the City fails to make payment on conforming or non-disputed invoices when due for Consultant's services and expenses, Consultant may, upon ten (10) calendar days written notice to the City, suspend performance of services under this Agreement. Unless payment in full is received by Consultant within ten (10) calendar days from the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, Consultant shall have no liability to the City for delay or damages caused the City because of such suspension of services. Should the City fail to satisfy the payment due Consultant within sixty (60) calendar days from the date the payment was originally due, Consultant shall be entitled to terminate this Agreement for cause. If Consultant fails to perform the services described herein or fails to respond with responsible promptness to the City, the City, without waiving the City's right to terminate as a result thereof, may suspend performance of the City's obligations under this Agreement (including, but not limited to, the City's obligation to make payment) on ten (10) calendar days written notice to Consultant.

20.3 Notwithstanding anything contained herein to the contrary, the City shall be entitled to terminate this Agreement for cause should Consultant fail to perform the services contemplated herein, perform any of its obligations hereunder, or otherwise fail to respond with reasonable promptness to the requests of the City. In the event of such a termination for cause, the City shall be entitled to recover from Consultant such additional costs as it incurs in procuring performance of Consultant's remaining obligations hereunder. If the City terminates this Agreement hereunder and it is determined, for any reason, that sufficient ground did not exist for the City to terminate this Agreement hereunder, the Consultant as its sole and exclusive remedy shall be entitled to and due only those sums which are due for Work performed as of the date of termination as if the termination were for no fault or breach.

ARTICLE 21
SPECIAL PROVISIONS

21.1 Consultant accepts the relationship of trust and confidence established between it and the City by this Agreement.

21.2 Consultant warrants that it has not employed or retained any company or person, other than an employee working solely for Consultant, to solicit or secure this Agreement and that it has not paid any person, company, corporation, individual or Consultant, other than a bona fide employee working solely for Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

21.3 Any 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 on a contract to provide any goods or services to a public entity, may not submit a bid on a contract or subcontract with a public entity, for construction or repair of a public building or public work, may not submit bids or leases of real property to a public entity, may not be awarded or perform any Work 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 2 for a period of thirty-six (36) months from the date of being placed on the Convicted Vendors List. Consultant agrees not to use any subconsultants whose names appear on the Convicted Vendors List.

21.4 Consultant represents to the City that it is experienced in design and that it will perform its services under this Agreement in a skillful and competent manner.

21.5 Consultant represents that it presently has no interest and shall acquire no interest either direct or indirect, which would conflict in any manner with the performance of services required hereunder. Consultant further agrees that no person having any such interest shall be employed or engaged by Consultant for said performance. If Consultant, for itself or on behalf of its subconsultants, is about to engage in representing another client, which it in good faith believes would result in a conflict of interest with the Work being performed by Consultant or such subconsultant under this Agreement, then it will promptly bring such potential conflict of interest to the City's attention, in writing. The City will advise Consultant in writing, within ten (10) calendar days as to the period of time required by the City to determine if such a conflict of interest exists. If the City determines there is a conflict of interest, Consultant or such subconsultant shall decline the representation upon written notice by the City. If the City determines that there is not such a conflict of interest, then the City shall give its written consent to such representation.

21.6 If Consultant or subconsultant accepts such a representation without obtaining the City's prior written consent, and if the City subsequently determines that there is a conflict of interest between such representation and the Work being performed by Consultant or such subconsultant under this Agreement, then Consultant or such subconsultant agrees to promptly terminate such representation. Consultant shall require each of its subconsultants to comply with the provisions of this section. Should the Consultant fail to advise or notify the City as provided herein above, of representation which could, or does, result in a conflict of interest, or should Consultant fail to discontinue such representation, the City may consider such failure a justifiable cause to terminate this Agreement.

21.7 Consultant agrees to maintain the business ethics expected by the City. In that regard, Consultant shall:

21.7.1 During the course of pursuing contracts with City and while performing contract work in accordance with this agreement, Consultant 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 City's best interests. Consultant shall take reasonable actions to prevent any conditions which could result in a conflict with the City's best interests. These obligations shall apply to the activities of Consultant's employees, agents, subconsultants, subcontractor employees, etc. Consultant 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 the City's representatives, employees or their relatives. Consultant's 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 contractors, representatives of contractors, subcontractors, representatives of subcontractors, or material suppliers or any other individuals, organizations, or businesses receiving funds in connection with the Project. Consultant agrees to notify the City within 48 hours of any instance where the Consultant becomes aware of a failure to comply with these provisions. The email address to report any concerns related to any possible violations is mconnell@capecoral.net. Upon request of the City, Consultant agrees to provide a certified Management Representation Letter executed by selected Consultant representatives in a form agreeable to City stating that they are not aware of any situations violating the business ethics expectations outlines above or any similar potential conflict of interest situations. Consultant agrees to include this clause in all contracts with subconsultants and suppliers receiving more than twenty-five thousand ($25,000) dollars in funds in connections with the City's project. Consultant shall permit interviews of employees, reviews and audits of accounting or other records by City representative(s) to evaluate compliance with the business ethics standards. Such reviews and audits will encompass all dealings and activities of Consultant's employees, agents, representatives, vendors, subconsultants, and other third parties paid by Consultant in their relations with the City's current or former employees or employee relatives. This provision survives the expiration of this Agreement. Consultant agrees to implement a program requiring their employees sign acknowledgements that they have read and understand City's business ethics expectations and the related obligation outlined in this contract.

21.7.2 Consultant, subconsultants, subcontractors, suppliers, and other entities connected with this Project shall permit interviews of employees, reviews and audits of accounting or other records by authorized City representative(s) to evaluate compliance with the business ethics

expectations stated in this article. Such reviews and audits will encompass all dealings and activities of Consultant's employees, agents, representatives, vendors, subconsultants, subcontractors, suppliers, and other third parties paid by Consultant in their relations with the City's current or former employees or employee relatives.

21.7.3 Consultant, subconsultants, subcontractors, suppliers, and other entities connected with this Project agree to implement a program requiring their key employees in any connection with this Project sign acknowledgments that they have read and understand the City's Business Ethics Expectations and related obligations outlined in this article.

21.7.4 Consultant, by execution of this Agreement, represents that it possesses that degree of care, learning, skill, ability and is properly licensed and qualified to perform the Basic Professional Services and any Additional Professional Services (as directed and approved in Article 3 hereof) and that it and its subconsultants and/or subcontractors, and suppliers will undertake to use the degree of skill and care of performance of obligations under this Agreement, which are utilized by professionals in the same field performing the same or similar services under the same or similar circumstances for similar infrastructure projects. Consultant acknowledges that all professional services provided under this Agreement will meet or exceed the requirements of this Agreement, including without limitation, the standard of care required by this Agreement; that any design documents prepared by Consultant with respect to the Project will meet or exceed the City's Project requirements as specified in this Agreement or otherwise provided by the City to Consultant. Consultant agrees to use the services of competent, qualified personnel, and, when required by law, properly licensed subconsultants and other professionals for the execution of its services. Consultant will use commercially reasonable efforts and skill to endeavor to protect the interests of the City and the City's residents at all times.

ARTICLE 22
CONSULTANT'S RECORDS

22.1 Records of the Consultant's personnel, subconsultants, suppliers, and the costs pertaining to the Project shall be kept in accordance with generally accepted accounting practices.

22.2 Consultant shall keep full and detailed accounts and financial records pertaining to the provision of services for the City. Prior to commencing work, Consultant shall review with and obtain the City's approval of the accounting procedures and records to be utilized by the Consultant on the Project. Consultant shall

preserve the Project records for a period of ten (10) years after final payment, or for such longer period as may be required by law.

22.3 As the City is subject to the public records requirements of Chapter 119, Florida Statutes, the Consultant shall comply with Florida's Public Records Law. Specifically, the Consultant shall:

22.3.1 Keep and maintain public records required by the City to perform the service.

22.3.2 Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

22.3.3 Ensure that public records that are exempt or confidential and from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Consultant does not transfer the records to the City.

22.3.4 Upon completion of the contract, transfer, at no cost, to the City all public records in possession of the Consultant or keep and maintain public records required by the City to perform the service. If the Consultant transfers all public records to the City upon completion of the contract, the Consultant shall destroy any duplicate public records ate are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-574-0411, cityclk@capecoral.net, City of Cape Coral, 1015 Cultural Park Boulevard, Cape Coral, FL 33990

ARTICLE 23
RIGHT OF AUDIT
EXAMINATION OF RECORDS

Records for all contracts, specifically including but not limited to "Not to Exceed" subcontracts (i.e. fixed price or stipulated sum contracts, unit price, costs plus or time & material contracts with or without a guaranteed maximum (or not-to-exceed amounts) shall upon seven (7) calendar days written notice from the City shall be open to inspection and subject to audit, scanning, and/or reproduction during normal business working hours. Such audits may be performed by any City representative or any outside

representative engaged by the City for the purpose of examining such records. Such records must be complete and made available at Consultant's offices located in Lee County, Florida. The City or its designee may conduct such audits or inspections throughout the term of this Agreement and for a period of four (4) years after final payment or longer if required by law. The City's representatives may (without limitation) conduct verifications such as counting employees at the construction site, witnessing the distribution of payroll, verifying information and amounts through interviews and written confirmations with Consultant's employees, field and agency labor, subcontractors and vendors.

23.1 Consultant's "records" as referred to in this Agreement shall include any and all information, materials, and data of every kind and character, including without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, superintendent reports, drawings, receipts, vouchers and memoranda, and any and all other agreements, sources of information and matters that may in the City's judgment have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any contract document. Such records shall include (hard copy, as well as computer readable data if it can be made available), written policies and procedures; time sheets, payroll registers, payroll records; cancelled payroll checks, subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, negotiation notes, etc.); original bid estimates; estimating worksheets; correspondence; change order files (including documentation covering negotiated settlements); back charge logs and supporting documentation; invoices and related payment documentation; general ledger, information detailing cash and trade discounts earned, insurance rebates and dividends; and any other Consultant records which may have a bearing on matters of interest to the City in connection with the Consultant's dealings with the City (all foregoing hereinafter referred to as "records") to the extent necessary to adequately permit evaluation and verification of any and all of the following:

23.1.1 Compliance with contract requirements for deliverables;
23.1.2 Compliance with approved plans and specifications;
23.1.3 Compliance with the City's business ethics expectations;
23.1.4 Compliance with contract provisions regarding the pricing of change orders;
23.1.5 Accuracy of Consultant's representations regarding the pricing of invoices; a nd
23.1.6 Accuracy of Consultant representations related to claims submitted by Consultant or any of its payees.

23.2 Consultant shall require all payees (examples of payees include subconsultants, subcontractors, material suppliers, insurance carriers, etc.) to comply with the provisions of this article by including the requirements hereof in a written contract agreement between Consultant and payee. Consultant will ensure that all payees

(including those entering into lump sum contracts) have the same right to audit provisions contained in this Agreement.

23.3 Owner authorized representative(s) shall have reasonable access to Consultant's facilities, shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Agreement and shall be provided adequate and appropriate workspace, in order to conduct audits in compliance with this article.

23.4 If an audit inspection or examination in accordance with this article discloses overpricing or overcharges to the City (of any nature) by Consultant and/or Consultant's subcontractors and/or subconsultants the City shall be entitled to adjustment and reimbursement or recovery in the amount of such overpricing or overcharging. If the amount of the overpricing or overcharging is determined to be more than One Hundred Thousand and No/100 Dollars ($100,000.00), in addition to making adjustments for the overcharges, the reasonable actual cost of the City's audit shall be reimbursed to the City by Consultant. Any adjustments and/or payments which must be made as a result of any such audit or inspection of Consultant's invoices and/or record shall be made within a reasonable amount of time (not to exceed forty- five (45) c alendar days) from presentation of the City's findings to Consultant. This provision shall survive the expiration of this Agreement.

23.5 In addition to the normal paperwork documentation Consultant typically furnishes to the City, in order to facilitate efficient use of the City's resources when reviewing and/or auditing Consultant's billings and related reimbursable cost records, Consultant agrees to furnish (upon request) the following types of information in the specified computer (PC) readable file format(s):

Type of Record	PC Readable File Format
Monthly Job Cost Detail	.pdf and Excel
Detailed Job Cost History to Date	.pdf and Excel
Monthly Labor Distribution detail (if not already separately detailed in the Job Cost Detail).	.pdf and Excel
Total Job to date Labor Distribution detail (if not already included)	.pdf and Excel
Employee Time sheets documenting time worked by all individuals who charge reimbursable time to the Project	.pdf and Excel
Weekly Task Reports listing names and hours and tasks of personnel who worked on the Project	.pdf

Type of Record	PC Readable File Format
Weekly Project Manager Reports	.pdf
Detailed subcontract/sub-consultant status reports (showing original subcontract v alue, approved subcontract/ subconsultant change orders, subcontractor/subconsultant invoices, payment to subcontractors/subconsultants/etc.)	. pdf and Excel
Copies of executed subcontracts with all subcontractors/subconsultants	.pdf
Copies of all executed change orders issued to subcontractors/subconsultants	.pdf
Copies of all documentation supporting all reimbursable job costs (subcontractor/ subconsultant) payment applications, vendor invoices, internal cost charges, etc.	.pdf

ARTICLE 24
CLAIMS AND DISPUTES

24.1 Prior to the filing of any litigation by the City or Consultant against the other (and, except as described below, as a precondition to any such filing), the City and Consultant shall engage in pre-suit non-binding mediation. Such mediation may be requested by either party, at any time, and shall be conducted the same as if such mediation were ordered by a Florida Circuit Court (i.e., in accordance with, and subject to, all of the laws and rules applicable to court-ordered mediation). Such mediation shall be conducted within a reasonable period of time after the same is requested in writing by either party. If the parties are unable to agree upon the selection of a mediator, either party may petition or request that the Circuit Court in Lee County, Florida (or the Mediation Coordinator for the Courts of Lee County, Florida) appoint a mediator. A mediator who is so appointed may only be challenged for cause, and not peremptorily. While the request for and the conducting of such a mediation may be a precondition to the filing of a civil action, in the event either party is in jeopardy of losing its right to sue (e.g., the statute of limitations is about to expire), then suit may be filed before a mediation is conducted provided that mediation is requested before, or simultaneously with the filing of such suit, and is conducted before the named defendant in the suit is required to respond to the complaint. If the scheduling of the mediation requires, the plaintiff in the suit shall grant the defendant an appropriate extension of time to respond to the complaint so as to permit the mediation to be conducted before the defendant must so respond. The mediation contemplated hereunder shall be conducted, unless otherwise agreed by the parties, in Lee County, Florida. The parties shall bear the mediator's fee and any filing fees associated with the mediation equally.

24.2 The City and Consultant agree that any litigation between them arising out of, resulting from, or relating to this Agreement or the Project shall be venued in a state court of competent jurisdiction in Lee County, Florida.

ARTICLE 25
ANNUAL APPROPRIATION CONTINGENCY

Pursuant to Florida 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.

ARTICLE 26
DAMAGE TO PROPERTY

Consultant shall be responsible for all claims filed for damage to private property owned by third parties as well as all damage to public property relating in any fashion whatsoever to Consultant's performance of Work hereunder. The Consultant will work cooperatively with the City in establishing a damage claim program acceptable to the City for processing and satisfying property damage which arises during the course of the Project.

ARTICLE 27
SAFETY AND OSHA COMPLIANCE

27.1 The Contractor shall comply in all respects with all Federal, State and Local Safety and health regulations. Copies of the Federal regulations may be obtained from the U.S. Department of Labor, Occupation Safety and Health Administration (OSHA), Washington DC 20210 or their regional offices.

27.2 The Contractor shall comply in all respects with the applicable Workman's Compensation Laws.

ARTICLE 28
EQUAL EMPLOYMENT OPPORTUNITY

During the term of the Agreement, Consultant agrees it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin. Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age or national origin. Consultant shall comply with all aspects of the Americans with Disabilities Act ("ADA") during the performance of this Agreement.

ARTICLE 29
PROPRIETARY INFORMATION

Except as otherwise provided in this Agreement, Consultant agrees not to divulge, furnish, or make available to any third parties, Consultant or organization, without the City's prior written consent, or unless instant to the proper performance of Consultant's obligations hereunder, or in the course of any judicial or legislative proceeding where such information has been properly subpoenaed, any nonpublic information concerning services to be rendered by Consultant or any of its subconsultants or subcontractors under this Agreement.

ARTICLE 30
COMPLIANCE WITH IMMIGRATION LAWS

The City will not intentionally award contracts to any party who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324 A(e) Section 274 A(e) of the Immigration and Nationality Act ("INA"). The City may consider the employment by Consultant of unauthorized aliens to be a violation of Section 274 A(e) of the INA. Such violation by Consultant of the employment provisions contained in Section 274 A(e) of the INA shall be grounds for unilateral termination of this Agreement by the City. Consultant affirmatively represents to the City that it is fully compliant with all applicable immigration laws, including but not limited to, the 1986 Immigration Act and subsequent amendments.

ARTICLE 31
OBSERVANCE OF LAWS, RULES, REGULATIONS, CODES AND ORDINANCES

Consultant shall observe and at all times fully comply with all applicable laws, rules, regulations, codes and ordinances of any federal, state or local government agency or regulatory body which in any manner affect or apply to the Work or Consultant's performance hereunder. Consultant shall require all of its agents, representatives, employees and sub-consultants to observe and comply with the said laws, rules, regulations, codes and ordinances.

ARTICLE 32
PUBLICITY

Publicity and public announcements pertaining to the Project shall be approved by the City in writing prior to release.

ARTICLE 33
MISCELLANEOUS

33.1 This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

33.2 No modification, waiver, amendment, discharge, or change of this Agreement shall be valid unless the same is in writing, signed by the parties against whom the enforcement of such modification, waiver, amendment, discharge, or change is sought.

33.3 Nothing contained in this Agreement shall create a contractual relationship or cause of action in favor of a third party against either the City or Consultant.

33.4 This Agreement and the Exhibits attached hereto constitute the entire Agreement between the parties relating to the transactions contemplated hereby and all prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged herein.

33.5 This Agreement shall be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

33.6 All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular, or plural as the identity of the person(s) or entity may require.

33.7 In the event of any conflict between the terms of this Agreement and any other Contract Documents including Specifications for the Project, the provisions of this Agreement shall govern and control.

33.8 If any provision or any portion of any provision of this Agreement or the application of any such provision or portion thereof to any person or circumstance shall be held invalid or unenforceable, the remaining portion of such provision and the remaining provisions of this Agreement, or the application of such provision held invalid, or unenforceable to persons or circumstances other than those to which it has been invalid or unenforceable, shall not be affected thereby.

33.9 In the event of any dispute as to the precise meaning of any term contained herein, the principles of construction and interpretations that written instruments be construed against the drafter shall not apply.

33.10 Consultant shall not assign, subcontract or transfer any interest in this Agreement without the prior written consent of the City.

33.11 The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.

33.12 All articles, titles, or captions contained in this Agreement are for convenience only and shall not be deemed a part of this Agreement and shall not affect the meaning or interpretation of this Agreement.

33.13 If Consultant is comprised of more than one (1) entity, each such entity shall be jointly and severally liable hereunder. **HOWEVER, PURSUANT TO F.S. 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.**

33.14 All notices, demands, or other communications made pursuant to this Agreement shall be in writing and copies thereof shall be simultaneously directed to the parties listed below. Further, all notices, demands, or other communications shall be deemed to have been duly given by mailing, unless otherwise specified, by United States registered or Certified Mail, Return Receipt Requested, with proper postage prepaid at the following address:

Notice to Consultant:	Q. Grady Minor & Associates, P.A. Attn: Mr. Mark Minor 3800 Via Del Rey Bonita Springs, FL 34134
If to the City:	Procurement Division Attn: Mr. Mark Connelly PO Box 150027 Cape Coral, FL 33915
With a copy to City Legal:	Dolores D. Menendez, Esq. Attorney for the City of Cape Coral P.O. Box 150027 Cape Coral, FL 33915

or to such other address or to such other persons as any party may designate to the other for such purpose in the manner herein above set forth.

33.15 The parties hereto shall, at any time and from time to time following the execution hereof, execute and deliver all such further instruments and take all such further action as may be reasonably necessary or appropriate in order to carry out more effectively the purposes of this Agreement.

33.16 Every covenant, term, and provision of this Agreement shall be construed simply according to its fair meaning and shall not be strictly construed for or against any party.

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: **Interim City Clerk**

Typed Name: **Kimberly Bruns, CMC**

Date:

Address for giving notices:
City of Cape Coral (Attn: Procurement)
1015 Cultural Park Blvd.
2nd Floor
Cape Coral, FL 33990

CONTRACTOR:

Q. Grady Minor & Associates, P.A.

Signature:

Typed Name: Justin Frederiksen

Title: Vice President

Date: 11/28/18

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

Signature Attest:

Title: Vice President

Typed Name: Donald Saintenoy

Date: 11/28/18

Address for giving notices:
3800 Via Del Rey
Bonita Springs, FL 34134

State of Florida
Contractor License No.: _____
(as applicable)

LEGAL REVIEW:

Signature:

Typed Name: **Dolores Menendez, ESQ.**

Title: **City Attorney**

Date: 11/27/18

ATTACHED EXHIBITS

Exhibit "A" Consultant's Scope of Professional Services
Exhibit "B" Schedule of Values
Exhibit "C" Consultant's Work Schedule
Exhibit "D" Personnel Hourly Rates
Exhibit "E" Reimbursable Expenses
Exhibit "F" Subconsultant's Scope of Professional Services
Exhibit "G" Project Site – Map of Project
Exhibit "H" Total Project Cost – NTE
Exhibit "I" Personnel Qualifications
Exhibit "J" Truth-in-Negotiations

EXHIBIT A

Consultant's Scope of Professional Services

Attached

EXHIBIT A

Consultant's Final Engineering
Scope of Professional Services

For

Design of Nicholas Parkway Access Management
and Median Curbing Improvements

In

City of Cape Coral, Florida

City Project No.: PW18-19/MC

October 26, 2018

Scope of Services
Design of Nicholas Parkway Access Management and Median Curbing Improvements

DESCRIPTION

The project area for the design of Nicholas Parkway access management, median curbing and waterline replacement is defined along Nicholas Parkway with the project limits extending from the east side of the intersection of Santa Barbara Boulevard west to Pine Island Road, a distance of approximately 7,200 feet. The City of Cape Coral (CITY) plans to strategically reduce the number of median cuts while adding left turn lanes at the existing cuts, installing curb and gutter around all medians on Nicholas Parkway throughout the project, and replace approximately 7,200 linear feet of existing 8" PVC waterline with a 12" PVC waterline.

SCOPE OF SERVICES

This scope outlines the professional services to be provided by Q. Grady Minor & Associates, P.A. (GRADYMINOR) to develop and permit final roadway and utility plans along Nicholas Parkway extending from the east side of Santa Barbara Boulevard west to just south of Pine Island Road. The roadway improvements will include strategically reducing the number of median cuts, the addition of left turn lanes, analyzing the horizontal geometry of the roadway for superelevation, reviewing the existing drainage and determining any impacts by the proposed improvements and installing curb and gutter around all the medians. The utility improvements include the design for the replacement of approximately 7,200 linear feet of existing 8" PVC waterline with a new 12" PVC waterline along the west side of Nicholas Parkway from the east side of Santa Barbara Boulevard to the Pine Island Road intersection.

Preliminary engineering plans (30%) will be prepared and will include conceptual designs showing the recommended median modifications and waterline layout. A brief technical memorandum will be prepared summarizing the findings. Upon concurrence of the 30% plans by the CITY, development of the 60%, 90% and final plans will be prepared.

GRADYMINOR will prepare engineering and construction plans and specifications as described below. The project will proceed through the following design phases.

a. Preliminary Engineering (30%)
b. Phase II (60%)
c. Phase III (90%)
d. Final Plans (100%)

Specifically, the following tasks will be performed.

TASK 1 PROJECT GENERAL AND COMMON TASKS

The following administrative and management related tasks will be performed on this project.

A. Notice-To-Proceed

Prior to beginning work, GRADYMINOR will meet jointly with CITY staff and other representatives with pertinent information to the project.

The purpose of this meeting will be to:

a. Establish any general rules and criteria under which the plans will be prepared.
b. Allow the CITY to provide pertinent data applicable to the project.

B. Schedule

GRADYMINOR will prepare a schedule that will include major tasks, key milestones and schedule of deliverables. The initial project schedule will be submitted at the notice to proceed meeting for review and approval by the CITY.

C. Progress Reports

GRADYMINOR will prepare monthly progress reports to accompany invoicing. These reports will note progress to date and status of key deliverables.

Scope of Services
Design of Nicholas Parkway Access Management and Median Curbing Improvements

D. Project Meetings

Progress Meetings will be held throughout the duration of the project. We anticipate meetings following the 30%, 60% and 90% plan submittals as well as intermediate meetings as required to discuss project efforts and identify and resolve any critical issues. It is anticipated that six (6) progress meetings will be held assuming 1-2 staff attending each meeting. GRADYMINOR will prepare an agenda prior to each meeting and will follow up with meeting summaries indicating issues discussing and any action necessary to reach resolution.

E. Public Involvement

GRADYMINOR will subcontract Quest Corporation of America, Inc. (Quest) to perform the work in Task 1E.

Quest's grassroots approach to Public Involvement will ensure all residents have a voice to discuss their needs and interests for the median access improvements in this corridor with the project team.

Quest will ensure constant communication and access to project information, plans, and progress with community members throughout the project duration. Quest will provide a Public Involvement Specialist (PIS) to support the project team by directly communicating with the public and residents along Nicholas Parkway from the east side of Santa Barbara Boulevard to Pine Island Road, ensuring all affected stakeholders surrounding the project limits are included in the stakeholders database to receive project information and invitations to engage with the project team.

1 Public Involvement Specialist (PIS) Services – The PIS will partner with project stakeholders and the community to contribute to the overall project's success. The Public Involvement professional will provide the City Project Manager, elected and appointed officials, city staff and the community with accurate, timely and useful information. The approach mirrors that of the City's through the use of existing multimedia which includes: a project web page hosted on the City's website to serve as a repository for all project information and notifications, printed project publications including project information fliers, project update newsletters, standard media release procedures and access impact letters, if needed. All project collateral will be sent to the project team for review prior to distribution.

Quest will work with GRADYMINOR and the City Project Manager to identify the impacted property owners and tenants within the project corridor. Quest will prepare a mailing list of the stakeholders and will update the mailing database as needed during the life of the project.

The PIS will be accessible for activities associated with public information. Project representatives will receive community member complaints or concerns and will provide responses within a reasonable period to prevent interruptions of Public Works staff. The PIS will also be able to communicate the project vision, progress, goals, objectives and the specifics of day to day activities. All communication will be documented and databased.

The PIS will organize and attend progress meetings to facilitate effective communication of project progress. The PIS will compile information to be included in regularly scheduled reports to provide quality feedback and materials to City of Cape Coral staff members such as City Manager.

Pursuant to Florida Statute 335.199, Quest will notify, in writing, elected officials as well as impacted property owners and tenants, and conduct at least one public meeting before the design of the project is finalized.

Deliverables: PIS Communication Log and Website Change Requests

2 Community Awareness Plan – Quest will prepare a Community Awareness Plan (CAP) for review and approval by the City within 30 calendar days after receiving Notice to Proceed. The Community Awareness Plan will develop a clear methodology for outreach goals and initiatives and milestones achieved throughout the life of the project. This will ensure a strategic plan to notify affected property owners, residents, business and the public of the City's proposed median modifications and

the anticipated impact of that construction. The CAP will ensure stakeholder feedback is an integral part of the design process for the benefit the community.

Deliverable: Community Awareness Plan Summary

3 Public Meeting – Quest will organize, participate in and prepare the necessary materials for use in one (1) public meeting. Quest will attend the meeting with an appropriate number of personnel to assist GRADYMINOR and the City's Project Manager and provide proper documentation of stakeholder concerns and public feedback during the meeting.

Deliverables: Public Meeting Information Report in Digital Format, Stakeholder Concerns/Feedback Report

4 Additional Outreach Efforts

I. Provide coping information to residents and businesses inconvenienced by the project. Information can include details regarding access, services, etc. and can be in the form of formal or informal communications as appropriate.

II. Develop informational material to provide to the community and stakeholders as directed by the City. Informational materials may include narratives identifying why the project is needed, what work will be done, how the project will benefit customers, how the project fits into the community and how the project fits into the broader City initiative. Once these materials are reviewed and approved for dissemination to the public by the City, the materials will be distributed through the most effective media available which can include: letters, e-mails, special printings (such as door hangers) and other forms of formal and informal communication. The cost for all reimbursable materials will be invoiced to the project with supporting cost information.

III. Graphic support with developing and updating phasing maps, project logo and other collateral as needed.

IV. Web page development design and maintenance support, as needed for a City-hosted project web page.

Deliverables: Printed Notifications/Letters/Door Hangers & web page development

TASK 2 PRELIMINARY ENGINEERING & ANALYSIS – 30% SUBMITTAL

Preliminary Engineering & Analysis

As part of this effort GRADYMINOR will develop a 30% conceptual design of the corridor detailing, but not limited to, the City's desired median modifications; associated drainage system improvements to accommodate the possible superelevation of the roadway; and, the options for the location of the proposed new waterline and associated appurtenances. The conceptual design will be developed from the results of the data collection period which will include;

1) Planned development in the corridor.
2) Locations of facilities/design characteristics that serve emergency vehicles.
3) Locations of land uses which have special access requirements.
4) Existing pedestrian crossings and other pedestrian generators.
5) Existing and proposed bicycle facilities
6) Recent (3 years) crash data.
7) Location of existing utilities based on available GIS data

GRADYMINOR will prepare a Technical Memorandum documenting the decision-making process regarding the proposed median modifications and possible superelevation of the roadway detailed in the

30% schematic. The Technical Memorandum will also address the routing of the proposed 12" potable waterline, to include but is not limited to, the tie-in of the proposed 12" waterline to the existing 20" waterline at Santa Barbara Blvd.; the tie-in and extension of the proposed new 16" waterline to the eastern right-of-way line of Santa Barbara Blvd; the subaqueous crossing at the Kennedy Canal; tie-ins to existing potable waterlines on both sides of the Nicholas Parkway corridor; fire hydrant placement on both sides of the corridor; and, the coordination with the proposed commercial development in the southwest quadrant of the intersection of Nicholas Parkway and Pine Island Road.

GRADYMINOR will obtain concurrence from the CITY staff on the median modifications, possible superelevation improvements, and the improvements associated with the proposed 12" waterline as detailed in the 30% conceptual design and as described in the Technical Memorandum, prior to commencing the 60% design. A meeting between CITY staff and GRADYMINOR will be conducted to discuss and obtain this concurrence. The 30% Preliminary Engineering and Analysis along with the Technical Memorandum will be submitted to the City for review a minimum of two (2) weeks prior to the scheduled joint 30% review meeting between GRADYMINOR and the CITY.

TASK 3 DESIGN SURVEY

Design Survey

Vertical control will be established from the CITY's permanent benchmark network. An additional three (3) benchmarks and control points will be set along said route using the datum as specified by the design. Vertical information will be provided utilizing the National Geodetic Vertical Datum of 1929 (NGVD 29)

Topography will be obtained in 50-foot intervals along the route from right-of-way to right-of-way on both sides of the roadway. Above ground improvements, including trees, utility poles, edge of pavement, driveways (size, material of construction, and location of expansion joints), sidewalks, fences, vegetation, significant improvements in the right-of-way, culverts and storm structures (with size, material and invert depths), sanitary sewer structures (invert depths), visible above ground utility features (including flow meters and backflow assemblies), and topographic data lying within 20 feet of the existing right of way line will be located.

A master horizontal control file will be created to be utilized throughout the design. This map will include the location of the existing right-of-way lines for those portions of intersecting roadways that fall within the project limits. These right-of-way lines together with the boundary lines and controlling monuments for the ownership entities will serve as the base geometry for the project.

Right-of-Way Mapping

Information from the Lee County Property Appraiser's Office, Lee County Clerk of Courts and City of Cape Coral will be obtained to acquire record evidence of parcel ownership (as required), existing right-of-way limits for Nicholas Parkway within the limits of the project and all intersecting roadways, certified corner records and horizontal and vertical control.

Underground Utilities

Designates

1) GRADYMINOR will subcontract with EarthView, LLC to assist with underground utility locating (Quality Level B). Designation includes 2-dimensional collection of existing utilities. Survey includes collection of data on points as needed for designates. Includes analysis and processing of all field collected data, and delivery of all appropriate electronic files. Fourteen (14) hours of ground penetrating radar (GPR) is included in this task.

Locates - Subsurface Utility Explorations (SUE)

1) GRADYMINOR will subcontract with EarthView, LLC to locate utilities (Quality Level A) as detailed below. A 3-dimensional verification will be completed as needed for designation. Location includes non-destructive excavation to determine size, type and location of existing utility. Thirty-eight (38)

test holes as follows are included in this task as follows:

a. Six (6) soft digs to determine the horizontal and vertical location of the existing water main, irrigation main and force main at two (2) intersections within the paved roadway apron of Nicholas Parkway.

b. Twenty (20) soft digs to determine the horizontal and vertical location of the existing water main and irrigation main at ten (10) intersections within the paved roadway apron of Nicholas Parkway.

c. Twelve (12) soft digs to determine the horizontal and vertical location of the existing water main at six (6) midblock locations within the concrete sidewalk along Nicholas Parkway.

TASK 4 GEOTECHNICAL SOILS INVESTIGATION

GRADYMINOR will subcontract with Velocity Engineer Services to perform the following work in Task 4.

Geotechnical scope of services for this project will consist of the following:

1) Retain a subcontractor to provide Maintenance of Traffic (MOT) during coring activities.
2) Obtain utility locates from Sunshine 811 and mobilize a coring rig and crew to the site.
3) Cut ten (10) cores (typically 4" or 6" in diameter) through the existing pavement and base course.
4) Hand Auger five (5) locations as determined by the CITY to confirm if rock is present within the proposed improvements.
5) Two (2) SPT bores to a depth of 40 feet at the location of the proposed sub aqueous water main at the Kennedy Canal.
6) Measure and record the thickness of the asphalt and base course.
7) Repair the core holes using the materials removed from the core, sand, and asphalt cold patch.
8) Reasonable cleanup of the coring spoils from the roadways.

Samples will be recovered from the roadway per ASTM standards and returned to the laboratory for visual classification per the AASHTO Classification Group System.

Geotechnical Report
A report will be issued at the 60% design stage presenting the findings, evaluations and recommendations to aid in the design of the proposed roadway improvements.

TASK 5 DRAINAGE ANALYSIS AND PLANS

The drainage and stormwater management system will be designed in conformance with the approved Drainage Design Criteria for the project. Drainage calculations will be provided for the additional impervious area proposed due to the median modifications and the addition of left turn lanes within the project limits. It is anticipated that the existing infrastructure outside the project limits is sized adequately and will not require modifications. The required drainage improvements associated with the possible superelevating of the roadway will be provided to the City at the 30% submittal. Detailed drainage calculations for the entire project limits will be provided at the 60% design phase based on the proposed improvements and will be included in the technical memorandum. GRADYMINOR will notify the City prior to the 60% submittal if adjustments to the existing infrastructure will be required due to the proposed improvements associated with the project. A technical memorandum summarizing the Drainage Design Criteria will be prepared based on requirements set forth by the CITY and the South Florida Water Management District (SFWMD).

Scope of Services
Design of Nicholas Parkway Access Management and Median Curbing Improvements

TASK 6 ROADWAY AND UTILITY PLANS

The CITY will provide a comprehensive set of Utility Standards which consist of Engineering Design Standards/Procedures, Front End Documents, Technical Specifications, Standard Utility Drawings and Details, and a Qualified Products List (QPL) to GRADYMINOR.

A. 60% Design Plans and Specifications:

GRADYMINOR will prepare the 60% Design and Contract Documents for the roadway and waterline improvements in accordance with the appropriate sections of the City of Cape Coral Engineering Design Standards and FDOT Design Manual except as modified herein.

The plans will be prepared in a conventional split-sheet format for the Plans and Profiles on 11" x 17" sheets. The plans will be prepared on design topographic survey. The sheets will be developed to a horizontal scale of 1" = 40' and vertical scale of 1" = 4'. Various elements such as median modifications, widening for the addition of left turn lanes, limits of curb, pavement width, pavement design, landscape, drainage improvements, signing and marking, street and driveway crossings, and right-of-way and easement lines will be shown and dimensioned on the plan view. The profile view will include the existing utility infrastructure with the proposed utility infrastructure with pertinent utility information required for the project to be constructed.

Cross-Sections will be developed at 50-foot intervals and at special locations and driveways along the baseline of survey to scales of 1" = 20' horizontal and 1" = 5' vertical. Major underground utilities will be shown based on information provided by the utility companies or as identified during surveying efforts. Roadway cross-sections will be limited to only the areas that are shown for proposed roadway improvements.

The utility design will also include the tie-in to the existing 20" waterline along the west side of Santa Barbara Boulevard at the intersection with Nicholas Parkway, the extension of a 16" ductile iron waterline east across Santa Barbara Boulevard (via jack and bore installation), and the tie-in to the existing 8" waterline along the west side of Nicholas Parkway at Pine Island Road. Intermediate connections will be required at all twelve residential street intersections along the project route and will include the replacement of the residential street waterlines within the Nicholas Parkway right-of-way. In addition, the canal crossing of Kennedy Canal will be performed as a subaqueous horizontal directional drill (HDD). The new waterline will be complete with new valves, fire hydrants (both sides of Nicholas Parkway), new water services, associated fittings and all appurtenances. Also included in the proposed utility design is approximately 140 residential/commercial services that will be replaced and reconnected to the proposed 12" waterline. The work will also include the installation of irrigation services to serve the medians in Nicholas Parkway. Some medians may require more than one irrigation service.

The project will be designed to avoid utility conflicts when possible. Design of waterline adjustments to avoid permanent and/or non-movable conflicts is included in the scope of this project. GRADYMINOR will show, on the roadway plan sheets, the locations of existing and proposed utilities based on information supplied by the utility companies and augmented by the subsurface utility excavation work. GRADYMINOR will work to obtain written verification that all applicable utilities have provided plans for their facilities within the project limits and have reviewed the plans for conflicts with the proposed improvements. The disposition of the existing utilities, as determined by the utility companies and approved by the CITY, will be called out on these sheets. GRADYMINOR shall begin the process of assisting the CITY apply for the applicable permits to construct the project as designed during this phase.

The CITY's standard Technical Specifications and General Requirements and as construction requirements dictate and/or require, additional Technical Specifications and/or General Requirements, as, will be reviewed and edited as necessary in the "Track Changes Mode". GRADYMINOR will prepare the measurement and payment items required in Division 01 – General Requirements, Specification Section 01025 – Measurement and Payment. GRADYMINOR will also review and edit

as necessary ("Track Changes Mode") specific sections of the City's Specification Division 00 – Bidding and Contract Requirements (i.e., Section 00300 – Bid Form – Bid Items, Section 00800 – Supplementary Conditions, etc.).

The 60% design plans and the edited Technical and General Requirement Specifications will be submitted to the CITY for review and comment. The CITY will require minimum of two (2) weeks review period.

B. 90% Design Plans and Specifications:

GRADYMIONR will review and incorporate applicable comments from the 60% design plan review as well as incorporate any applicable permit conditions obtained as a part of the project permitting process. GRADYMINOR will finalize the Technical Specifications. The CITY will finalize Division 00 – Bidding and Contract Requirements and Division 01 – General Requirements taking into account applicable comments received from the Consultant. GRADYMIONR will continue to assist the CITY with the acquisition of applicable permits necessary for the construction of the project as designed.

The 90% design plans and finalized Technical Specifications will be submitted to the CITY for review and comment. The CITY will require a minimum two (2) weeks review period. The CITY will make available to the Consultant the finalized Division 00 – Bidding and Contract Requirements and Division 01 – General Requirements.

C. 100% Design Plans and Specifications:

GRADYMIONR will revise as necessary and submit to the CITY the finalized Design Plans and Technical Specifications, incorporating all applicable permit requirements, for inclusion in a Bid Package to be submitted to Procurement for the preparation of an Invitation to Bid.

TASK 7 PERMITTING

Wetland Delineation

Wetlands are not anticipated to exist along this corridor.

Protected Species Survey

A Protected Species Survey is not anticipated to be required with this project. A site assessment will be performed to determine if Burrowing Owls are located within the project limits. If it is determined that Burrowing Owls are within the proposed improvements, then GRADYMINOR will notify the CITY. If further action concerning protected species this work will be added by supplemental agreement.

Permitting

GRADYMINOR will prepare and submit the following permit application and supporting documentation.

1) South Florida Water Management District (SFWMD): No Permit Required request under the Environmental Resource Permitting (ERP) Process to the SFWMD. The following will be completed:
   a. Schedule and attend a pre-application meeting with the SFWMD.
   b. Prepare and submit the ERP "No Permit Required" Request.
   c. Provide supporting documentation, exhibits, figures, and computations.
   d. Communicate with the CITY as may be required in the preparation of the No Permit Required Request to SFWMD.
   e. Prepare written responses for one (1) Request for Additional Information (RAI).
2) Florida Department of Environmental Protection (FDEP) through the Lee County Department of Health: A Specific Permit to Construct PWS Components will be required for the waterline replacement. The following will be completed:
   a. Prepare and submit a Specific Permit to Construct PWS Components (FDEP form 62-555.900(1)) application.
   b. Provide supporting documentation, exhibits, figures, and computations.

c. Communicate with the CITY as may be required in the preparation of the application package.
d. Prepare written responses for one (1) RAI.

3) US Army Corps of Engineer (USACE)
   a. Prepare and submit the required USACE permits.
   b. Provide supporting documentation, exhibits, figures, and computations.
   c. Communicate with the CITY as may be required in the preparation of the application package.
   d. Prepare written responses for one (1) RAI.

4) Florida Department of Transportation (FDOT): A utility and connection permit will be required for the proposed utility and roadway improvements within FDOT right-of-way (Pine Island Road). The following will be completed:
   a. Prepare and submit the required FDOT utility and connection permits.
   b. Provide supporting documentation, exhibits, figures, and computations.
   c. Communicate with the CITY as may be required in the preparation of the application package.
   d. Prepare written responses for one (1) RAI.

Permitting fees will be paid for by the CITY.

TASK 8 SIGNING AND PAVEMENT MARKINGS

GRADYMINOR will design the signing and pavement markings for the proposed median modifications in accordance with the current version of the Manual on Uniform Traffic Control Devices (MUTCD) and FDOT Standards for Road and Bridge Construction. The plans will include type, color and spacing of striping and raised pavement markings. All regulatory, warning and directional signing will be prepared for the signing and pavement marking items. The sheets will be incorporated into the Roadway Plan sheets. Separate Signing and Pavement Marking Plans will not be developed. Signing and Pavement Marking Plans will be provided at the 60%, 90%, and Final (100%) plans packages.

TASK 9 LANDSCAPE DESIGN

As part of this task, GRADYMINOR will provide landscape and irrigation construction documents for the medians of Nicholas Parkway between Santa Barbara Boulevard and Pine Island Road for bidding purposes. GRADYMINOR will:

1) Prepare landscape and irrigation designs in accordance with CITY Ordinances and Codes pertinent to the landscape and irrigation installation; CITY Standards and ROW Policies; Florida Friendly Landscape and Best Management Practices; and FDOT Design Indexes and Design Guidelines, including the Manual of Uniform Minimum Standards (Florida Greenbook). The CITY will provide GRADYMIONR the CITY's standard template for the proposed landscaping materials and species that will be used within the project limits.
2) Provide sustainable plant materials and irrigation designs.
3) Provide designs that will minimize the CITY's Public Works Department Maintenance Division's annual cost of maintenance and ensure the safety of both the maintenance staff and travelling public.
4) Provide accurate, detailed, and efficient landscape renderings, cross sections, designs and opinions of probable construction costs to the CITY at the 60, 90, and Final (100%) design phases.
5) Review median openings and roadway intersections for sight distance, clear zones, and visibility conflicts with both vehicles, pedestrians, and adjacent properties.
6) Ensure the design adherence to the FDOT's Florida Greenbook and FDOT Design Standard Index No. 546 sight distance requirements.

Scope of Services
Design of Nicholas Parkway Access Management and Median Curbing Improvements

The landscape and irrigation improvements associated with this project will consider the existing landscape within the medians along Nicholas Parkway between Santa Barbara Boulevard and Pine Island Road to utilize existing plantings where possible.

The following landscape related tasks will be performed:

A. Perform a Visual Site Assessment of Existing Conditions:

Perform a visual site assessment of existing conditions for potential landscape opportunities and conflicts for the existing medians along Nicholas Parkway between Santa Barbara Boulevard and Pine Island Road. GRADYMINOR will meet with CITY staff to:

1) Define the project goals and level of landscape treatment within the medians.
2) Identify design parameters and requirements.
3) Establish a hierarchy of and location of special landscape focal points.
4) Address potential right-of-way issues for new landscape planting locations.
5) Obtain an understanding of the CITY's vision for the landscape medians.

B. Prepare and Provide a Landscape Demolition Plan

Prepare a landscape demolition plan identifying existing landscape plantings to be preserved and to be removed based on vehicular and pedestrian traffic, sight lines, clear zones, physical conflicts, plant health and quality, and landscape renovation opportunities.

C. Prepare and Provide a Conceptual Landscape Plan (60% Plan Submittal)

Prepare a conceptual landscape plan (60% Plan Submittal) consisting of:

1) Color rendered landscape typical (up to 300 LF) and a typical cross-section of roadway with the proposed landscape plantings to demonstrate the design intent for the project.
2) Preliminary order of magnitude cost estimate based on the conceptual landscape plan.
3) Plans will be reviewed by a professional engineer licensed in the State of Florida to determine if proposed improvements are in conformance with sight distance requirements as set forth in the Florida Department of Transportation (FDOT) Manual of Uniform Minimum Standards (MUMS) (aka "Florida Greenbook") and FDOT Design Standards Index No. 546.

D. Prepare and Provide Landscape and Irrigation Construction Documents (90% Plan Submittal)

Prepare preliminary landscape and irrigation construction documents (90% Plan Submittal) landscape construction documents.

1) Summary of project requirements based on input from the CITY as well as FDOT design standards. A summary of materials and long-term maintenance costs will be provided.
2) Determine appropriate water source (including flow and pressure calculations necessary for adequate irrigation design) and prepare 90% irrigation construction documents.
3) Prepare estimates of probable construction costs.
4) The 90% documents will be reviewed by a professional engineer licensed in the State of Florida to determine if proposed improvements are in conformance with sight distance requirements as set forth in the FDOT Manual of Uniform Minimum Standards (MUMS) (aka "Florida Greenbook") and FDOT Design Standards Index No. 546.
5) The 90% landscape and construction documents will be submitted to the CITY for final review and comments.

E. Prepare and Provide Final Landscape and Irrigation Construction Documents and Bid Documents (Final Submittal)

Provide final landscape and irrigation construction documents and bid documents (100% Submittal) consisting of:

1) Revise the landscape and irrigation plans to incorporate any final CITY comments. If it is determined by the CITY to not proceed with the proposed landscape improvements, a separate design will be provided for the filling of the curbed medians, per the CITY's standards detail.
2) Sign and seal final construction documents by professional engineer and landscape architect.
3) Provide final construction document sets including bid documents and final estimate of probable costs to the CITY in required paper and electronic formats.
4) Plans will be reviewed and signed & sealed by a professional engineer licensed in the State of Florida to determine if proposed improvements are in conformance with sight distance requirements as set forth in the Florida Department of Transportation (FDOT) Manual of Uniform Minimum Standards (MUMS)(aka "Florida Greenbook") and FDOT Design Standards Index No. 546.

TASK 10 ESTIMATE OF PROBABLE CONSTRUCTION COSTS

GRADYMINOR will prepare and submit to the CITY an Engineer's Opinion of Probable Construction Costs at the 30%, 60%, 90% and Final (100%) plan stages and when scope changes occur. The Engineer's Opinion of Probable Construction Cost will be submitted to the CITY for review at least five (5) work days prior to the 30%, 60%, 90% and Final (100%) project review meetings.

TASK 11 BIDDING ASSISTANCE

As part of this task GRADYMINOR will perform the following:

1) Respond to Requests for Information (RFI's) during bidding process.
2) Attend the Pre-Bid Conference and provide written addenda (if needed).
3) Review submitted quotes and provide a written recommendation of award.

TASK 12 LIMITED CONSTRUCTION ADMINISTRATION

As part of this task GRADYMINOR will perform the following:

1) Assist the CITY as requested between the receipt of Bids and the Construction Contract Notice to Proceed.
2) Attend a pre-construction meeting with CITY and the Contractor and prepare and distribute meeting summaries.
3) Attend a pre-construction neighborhood informational meeting and prepare and distribute meeting summaries.
4) Attend site meetings with property owners and prepare and distribute meeting summaries.
5) Review Contractor submitted Shop Drawings.
6) Attend Construction Meetings and prepare and distribute meeting summaries. (Total of 25 meetings).
7) Provide periodic observations during construction and at critical times, to certify the project complete.
8) Provide clarification of plans and construction documents or make minor changes due to field conditions.
9) Respond to requests for additional information (RFI's) from the Contractor.
10) Provide FDEP Completion Certifications.
11) Prepare Record Drawings based on Contractor's mark-ups and Contractor provided Record As-built Survey.
12) Conduct Substantial Completion Inspections (4 total) and review punch list items and make changes or additions as necessary.

Scope of Services
Design of Nicholas Parkway Access Management and Median Curbing Improvements

13) Conduct Final Completion Inspection (1 total).
14) Provide Construction close-out documents.
15) Review and approve Contractor Pay Requests.
16) Provide assistance to resolve unforeseen conflicts.

ASSUMPTIONS

- None at this time.

SERVICES NOT INCLUDED

The following design services are not anticipated and, therefore, not included in this Agreement at this time:

- Lighting
- Permitting Fees
- Construction Engineering Inspection (CEI) services during construction

Should work be required in these areas, or areas not previously described, GRADYMINOR will prepare a proposal or amendment, at the client's request, that contains the Scope of Services, fee, and schedule required to complete the additional work items.

SCHEDULE

GRADYMINOR will begin performance of the above services on the date written authorization to proceed is received. The schedule also subject to timely delivery of information promised by the client and is exclusive of client and local review of interim products and is anticipated to be an 8-month duration for design serviced from receipt of the Notice to Proceed and 24-month duration for design and construction completion from the receipt of the Notice to Proceed. GRADYMINOR will prepare a detailed project schedule after the Notice to Proceed.

COMPENSATION

GRADYMINOR will perform the Scope of Services contained in this Agreement on a Not-to-Exceed Fee basis. The Not-to-Exceed fee for this Scope of Services is $363,067.49 including expenses (limited to printing and reprographics; travel and subsistence; computer charges; telephone charges; shipping, postage, and courier service charges) and is summarized in Table No. 1.

EXHIBIT B

Schedule of Values

Attached

EXHIBIT B

SCHEDULE OF VALUES

Q. Grady Minor & Associates, P.A.

The following values are

Not To Exceed (NTE) Dollar amounts

(Includes all Sub-Consultant Fees)

SCHEDULE of VALUES BY TASK	
TASK LISTING	Summary Fee
TASK 1 - Project General and Common Tasks	$7,443.98
TASK 2 - Preliminary Engineering & Analysis – 30% Submittal	$39,181.98
TASK 3 - Design Survey	$10,802.46
TASK 4 - Geotechnical Soils Investigation (see Subconsultants/Subcontractors/ Miscellaneous Work)	———
TASK 5 - Drainage Analysis and Plans	$15,934.70
TASK 6 - Roadway and Utility Plans	$80,937.49
TASK 7 - Permitting	$8,634.19
TASK 8 - Signage and Pavement Markings	$6,262.73
TASK 9 - Landscape Design	$23,861.16
TASK 10 - Estimate of Probable Construction Costs	$5,643.82
TASK 11 - Bidding Assistance	$4,798.30
TASK 12 - Limited Construction Administration	$52,477.58
TASK 13 - Reimbursable Expense	$2000.00
Subconsultants/Subcontractors/Miscellaneous Work	$105,089.10
Total Not to Exceed Fee	$363,067.49

EXHIBIT C

Consultant's Work Schedule

Attached

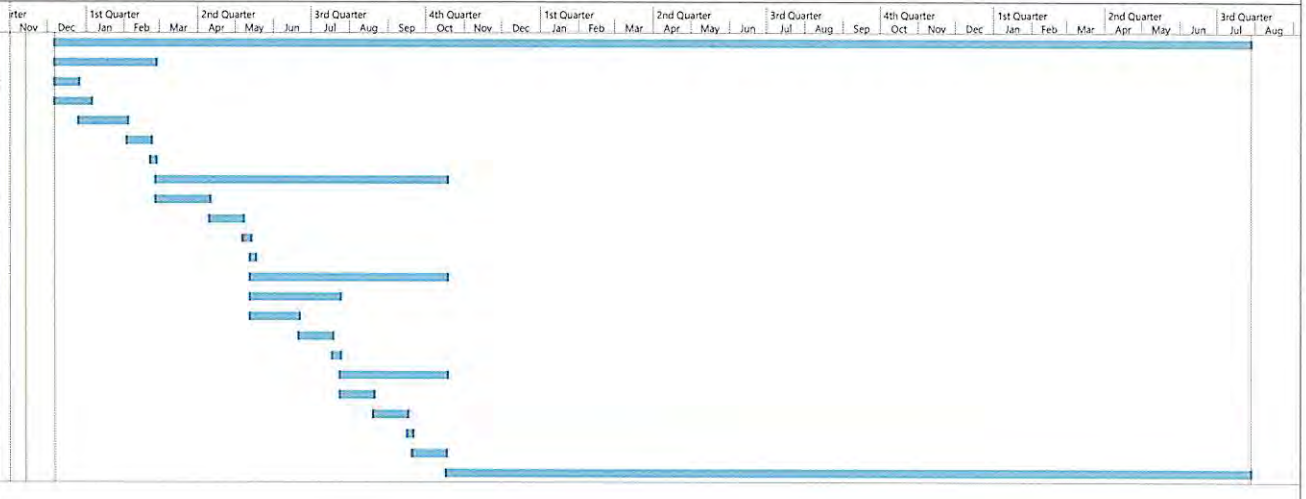
Cape Coral

EXHIBIT C - WORK SCHEDULE

Design of Nicholas Parkway Access Management and Median Curbing Improvements

Grady Minor

ID	Task Mode	Task Name	Duration	Start	Finish
1		Project Duration	720 days	Fri 12/7/18	Wed 7/28/21
2		**Phase I - Preliminary Engineering & Analysis 30%**	**82 days**	**Fri 12/7/18**	**Tue 2/26/19**
3		Survey	4 wks	Fri 12/7/18	Wed 12/26/18
4		Geotechnical	6 wks	Fri 12/7/18	Sat 1/5/19
5		Prepare 30% Schematic	8 wks	Wed 12/26/18	Sun 2/3/19
6		City Review	4 wks	Sun 2/3/19	Fri 2/22/19
7		Respond to Comments	1 wk	Fri 2/22/19	Tue 2/26/19
8		**Phase II - Prepare Submittal 60%**	**177 days**	**Tue 2/26/19**	**Fri 10/18/19**
9		Submit Phase II Plans	8 wks	Tue 2/26/19	Wed 4/10/19
10		City Review	4 wks	Wed 4/10/19	Tue 5/7/19
11		Respond to Comments	1 wk	Tue 5/7/19	Mon 5/13/19
12		Public Meeting	1 wk	Mon 5/13/19	Fri 5/17/19
13		Permitting	23 wks	Mon 5/13/19	Fri 10/18/19
14		**Phase III - Prepare Submittal 90%**	**53 days**	**Mon 5/13/19**	**Wed 7/24/19**
15		Submit Phase III Plans	6 wks	Mon 5/13/19	Fri 6/21/19
16		City Review	4 wks	Fri 6/21/19	Thu 7/18/19
17		Respond to Comments	1 wk	Thu 7/18/19	Wed 7/24/19
18		**Phase IV - 100% Final Plans Submittal**	**63 days**	**Wed 7/24/19**	**Fri 10/18/19**
19		Submit Phase IV Submittal 100% Final Plans	4 wks	Wed 7/24/19	Tue 8/20/19
20		City Review	4 wks	Tue 8/20/19	Mon 9/16/19
21		Respond to Comments	1 wk	Mon 9/16/19	Fri 9/20/19
22		Bidding Assistance	4 wks	Fri 9/20/19	Thu 10/17/19
23		Limited Construction Administration	465 days	Thu 10/17/19	Wed 7/28/21



Project: PW18-19/MC
Date: November 2018

Task	Summary	Inactive Milestone	Duration-only	Start-only	External Milestone	Manual Progress
Split	Project Summary	Inactive Summary	Manual Summary Rollup	Finish-only	Deadline	
Milestone	Inactive Task	Manual Task	Manual Summary	External Tasks	Progress	

EXHIBIT D

PERSONNEL HOURLY RATES

Attached

EXHIBIT D

PERSONNEL BILLABLE HOURLY RATES

(Please include all positions associated with this project) Table MUST match with Project Cost Spreadsheet – Costs Shown for/Tasks by Position, Qualifications of Individuals – Shown in Schedule C Overall Project Schedules and Exhibits Must Match)

FIRM NAME	Employee Name	Task(s) Associated	Billing Title	Billable Hourly Rate
GM	Justin Frederiksen	1, 10, 11, 12	Sr Project Manager – Public Works	$170.92
GM	Justin Frederiksen	1, 2, 6, 7, 10, 11, 12	Sr Project Manager – Utilities	$170.92
GM	Frank Feeney	None	Sr. Project Manager	$120.87
GM	Daniel Flynn	1, 2, 3, 5, 6, 7, 8, 10, 11, 12	Project Engineer 2 - PW	$118.50
GM	Daniel Flynn	1, 3, 10, 11, 12	Project Engineer 2 - Utilities	$118.50
GM	Rachel Jackson	2, 6, 12	Engineer 2 – PW	$101.91
GM	Rachel Jackson	2, 6, 12	Engineer 2 – Utilities	$101.91
GM	Jeremiah DeForge	None	Engineer 2	$84.135
GM	Alex Dunko	2, 6, 10, 11, 12	Engineer 2 – PW	$91.25
GM	Alex Dunko	2, 6, 7, 11, 12	Engineer 2 – Utilities	$91.25
GM	Sally Goldman	2, 3, 5, 6, 7, 8, 10,11, 12	Engineer 2 – PW	$93.62
GM	Sally Goldman	2, 3, 10, 11, 12	Engineer 2 – Utilities	$93.62
GM	Bikash Basnet	5, 7	Engineer 1 – PW	$73.47
GM	Donald Saintenoy	3	Sr. Land Surveyor – PW	$118.50
GM	Donald Saintenoy	3	Sr. Land Surveyor – Utilities	$118.50
GM	Dawn Suzor	5, 6, 8, 11, 12	Sr. CAD Designer – PW	$80.58
GM	Dawn Suzor	2, 6, 11, 12	Sr. CAD Designer – Utilities	$80.58
GM	Dodi Raudenbush	7	Sr. CAD Designer	$76.43
GM	Dodi Raudenbush	7	Sr. CAD Designer	$76.43
GM	Kathy Mace	5	Sr. CAD Designer - PW	$78.80
GM	Dan Novakovich	1, 9	Architect – PW	$103.69
GM	Dan Novakovich	1	Architect - Utilities	$103.69
GM	Richard Chalupa	9	Architect - PW	$92.43

EXHIBIT D

PERSONNEL BILLABLE HOURLY RATES

(Please include all positions associated with this project) Table MUST match with Project Cost Spreadsheet – Costs Shown for/Tasks by Position, Qualifications of Individuals – Shown in Schedule C Overall Project Schedules and Exhibits Must Match)

GM	Thomas Brooks	9	Sr. CAD Designer – PW	$78.21
GM	Kevin Georgeson	None	Sr. CAD Designer	$71.10
GM	Rick Korneff	1, 2, 5, 6	Sr. CAD Designer – PW	$79.40
GM	Rick Korneff	1, 6	Sr. CAD Designer – Utilities	$79.40
GM	Andrew Croak	3	Sr CAD Designer – PW	$79.99
GM	Andrew Croak	3	Sr CAD Designer - Utilities	$79.99
GM	Rick Featherstone	12	Construction Manager 2 – PW	$82.95
GM	Rick Featherstone	6, 12	Construction Manager 2 – Utilities	$82.95
GM	Heracilo Rivera	None	Survey Crew Chief	$49.77
GM	Ralph Mowls	None	Survey Crew Chief	$61.62
GM	Richard Caile	None	Survey Crew Chief	$59.25
GM	Nick Kalich	None	Survey Technician	$40.29
GM	Leo Carty	None	Survey Technician	$45.03
GM	Michelle Meunier	1, 6, 7, 9, 11, 12	Construction Admin. - PW	$61.62
GM	Michelle Meunier	1, 2, 6, 7, 11, 12	Construction Admin. - Utilities	$61.62
GM	Eddwie Perez	6, 7, 12	Engineer 1 – PW	$66.36
GM	Robb Brownson	12	Construction Manager 1 – PW	$80.58
GM	Robb Brownson	12	Construction Manager 1 – Utilities	$80.58
GM	James Abney	9	I&C Sr CAD Designer - PW	$82.95

EXHIBIT E

Reimbursement Expenses

Attached

EXHIBIT E

TABLE 1

REIMBURSABLE EXPENSES

Reimbursable Expenses	
ITEM	BASIS OF CHARGE
Telephone (Long Distance)	Actual Cost
Postage and Shipping	Actual Cost
Commercial Air Travel	Actual Cost (Coach)
Vehicle Travel Allowance (or)	$0.54 /Mile or Current IRS Rate
Vehicle Rental/Gas	Actual Cost
Lodging (Per Person)	Actual Cost or NTE$120.00
**MEALS:	In accordance with the GSA M&IE FY 2019 schedule for Travel utilizing the "Fort Myers, Florida" rates **
Breakfast	$14.00 **
Lunch	$16.00 **
Dinner	$26.00 **
Reproduction (Photocopy) 8 ½" x 11" B&W	$0.05
8 ½" x 11" Color	$0.05
8 ½" x 14" B&W	$0.05
8 ½" x 14" Color	$0.05
11" x 14" B&W	$0.10
11" x 14" Color	$0.10
Reproduction (Blue/White Prints)	$0.50
Printing/Binding	Actual Cost
Mylar Sheets	Actual Cost
Photographic Supplies & Services	Actual Cost
Bond Expenses	Actual Cost
Tolls	Actual Cost
Permit Fees	Actual Cost
11"x17" B&W	$0.20
11"x17" Color	$0.50
24"x36" B&W	$0.75
24"x36" Color	$1.00
CD/DVD	$1.00
Aerials	$2.00
Courier Service	Actual Cost
Sub-consultants Fees on their LETTERHEAD	Actual Cost – No Markup
Construction Vehicles	$35.97

EXHIBIT F

Subconsultant's Scope of Professional Services

Attached

PUBLIC INVOLVEMENT SCOPE OF SERVICES

Nicholas Parkway Access Management and Waterline Replacement Design Project

TASK 1 – PUBLIC INVOLVEMENT

Quest Corporation of America's grassroots approach to Public Involvement will ensure all residents have a voice to discuss their needs and interests for the median access improvements in this corridor with the project team.

Quest knows the importance of engaging stakeholders early and continuously to build trust and confidence within the community, and will ensure constant communication and access to project information, plans, and progress with community members throughout the project duration. Quest will provide a Public Involvement Specialist (PIS) to support the project team by directly communicating with the public and residents along Nicholas Parkway from west of Santa Barbara Boulevard to east of Pine Island Road, ensuring all affected stakeholders surrounding the project limits are included in the stakeholders database to receive project information and invitations to engage with the project team. The PIS will be supported by the Grady Minor team "on an as-needed basis" which includes: production of informational materials, delivery of the materials and preparation for a public information meeting.

1.1 Public Involvement Specialist (PIS) Services – The PIS will partner with project stakeholders and the community to contribute to the overall project's success. Our Public Involvement professional will provide the City Project Manager, elected and appointed officials, city staff and the community with accurate, timely and useful information. Our approach mirrors that of the City's through the use of existing multimedia which includes: a project web page hosted on the City's website to serve as a repository for all project information and notifications, printed project publications including project information fliers, project update newsletters, standard media release procedures and access impact letters, if needed. All project collateral will be sent to the project team for review prior to distribution.

Quest will work with Grady Minor and the City Project Manager to identify the impacted property owners and tenants within the project corridor. Quest will prepare a mailing list of the stakeholders and will update the mailing database as needed during the life of the project.

The PIS will be accessible for activities associated with public information. Project representatives will receive community member complaints or concerns and will provide responses within a reasonable period to prevent interruptions of Public Works staff. The PIS will also be able to communicate the project vision, progress, goals, objectives and the specifics of day to day activities. All communication will be documented and databased.

The PIS will organize and attend progress meetings to facilitate effective communication of project progress. The PIS will compile information to be included in regularly scheduled reports to provide quality feedback and materials to City of Cape Coral staff members such as City Manager.

Pursuant to Florida Statute 335.199, Quest will notify, in writing, elected officials as well as impacted property owners and tenants, and conduct at least one public meeting before the design of the project is finalized.

Deliverables: PIS Communication Log and Website Change Requests

1.2 Community Awareness Plan – Quest will prepare a Community Awareness Plan (CAP) for review and approval by the City within 30 calendar days after receiving Notice to Proceed. The Community Awareness Plan will develop a clear methodology for outreach goals and initiatives and milestones achieved throughout the life of the project. This will ensure a strategic plan to notify affected property owners, residents, business and the public of the City's proposed median modifications and the anticipated impact of that construction. The CAP will ensure stakeholder feedback is an integral part of the design process for the benefit the community.

Deliverable: Community Awareness Plan Summary

1.3 Public Meeting – Quest will organize, participate in and prepare the necessary materials for use in one (1) public meeting. Quest will attend the meeting with an appropriate number of personnel to assist Grady Minor and the City's Project Manager and provide proper documentation of stakeholder concerns and public feedback during the meeting.

Deliverables: Public Meeting Information Report in Digital Format, Stakeholder Concerns/Feedback Report

1.6 Additional Outreach Efforts

I. Provide coping information to residents and businesses inconvenienced by the project. Information can include details regarding access, services, etc. and can be in the form of formal or informal communications as appropriate.

II. Develop informational material to provide to the community and stakeholders as directed by the City. Informational materials may include narratives identifying why the project is needed, what work will be done, how the project will benefit customers, how the project fits into the community and how the project fits into the broader City initiative. Once these materials are reviewed and approved for dissemination to the public by the City, the materials will be distributed through the most effective media available which can include: letters, e-mails, special printings (such as door hangers) and other forms of formal and informal communication. The cost for all reimbursable materials will be invoiced to the project with supporting cost information.

III. Graphic support with developing and updating phasing maps, project logo and other collateral as needed.

IV. Web page development design and maintenance support, as needed for a City-hosted project web page.

Deliverables: Printed Notifications/Letters/Door Hangers & web page development

FEE PROPOSAL

All work will be charged on an hourly basis in accordance with the Project Budget Form, to the best of our ability. Changes in staffing and staff classifications shown in the Project Budget Form may be necessary depending on actual project needs. Many facets that control the length of the project and necessary effort are outside the control of Quest. Hours shown in this work assignment are only estimates. Any additional work that may be required will be performed under a separate Work Assignment, or as an amendment to this one.

Rates include:

Project Manager – Maricelle Venegas	$103.55 per hour
Sr. Public Involvement Specialist – Yvonne McClellan	$103.55 per hour
Public Involvement Specialist – Lauren Hills	$86.05 per hour
Graphics Support	$75.86 per hour
Web Design & Maintenance Support	$75.86 per hour

Task	Estimated Fee
Task 1 – Public Involvement	
Total Fee	**$44,238.10**

Task Group 1 Public Information	Fee for Quest
Community Awareness Plan – 40 hours @ $103.55/hr.	$4,142
Public Meeting – 40 hours @ $103.55/hr.	$4,142
Public Involvement Support – 130 hours @ $103.55/hr.	$13,461.50
Includes: project & stakeholder correspondence and hotline management, database updates, and as needed public involvement support	
Development & distribution of informational collateral – 60 hours @ $103.55/hr.	$6,213
Graphics/ Web support – 120 hours @ $75.86/hr.	$9,103.20
Project logo, fact sheet design, web page support for City website, fliers and additional collateral materials	
QA/QC Project Management – 40 hours @ 103.55/hr.	$4,142
Website Change Requests & Maintenance Log – 40 hours @ $75.86/hr.	$3,034.40
Subtotal - Allowance	**$44,238.10**

Earth View
Precise Utility Locating

3494 Shearwater Street
Naples, FL 34117
Phone (239) 434-5200 Fax (239) 435-7202

GradyMinor	**August 22, 2018**	
PROPOSAL SUBMITTED TO:	DATE	
3800 Via Del Rey	**Allison Murrell**	**239-777-5131**
STREET	SALES REPRESENTATIVE	PHONE NO.
Bonita Springs, FL 34134	**Design of Nicholas Parkway Access Management & Median Curbing Improvements**	**239-947-1144**
CITY, STATE, AND ZIP	JOB NAME	PHONE NO.
Justin Frederiksen	**Nicholas Parkway**	**239-947-0375**
ATTN.:	JOB LOCATION	FAX NO.

Six (6) soft digs to determine the horizontal and vertical location of the existing water main, irrigation main and force main at 2 intersection within the paved roadway apron of Nicholas Parkway.

Twenty (20) soft digs to determine the horizontal and vertical location of the existing water main and irrigation main at 10 intersections within the paved roadway apron of Nicholas Parkway.

Twelve (12) soft digs to determine the horizontal and vertical location of the existing water main at 6 midblock locations within the concrete sidewalk along Nicholas Parkway.

Locate Utilities (4hr min.)	***$760***
Additional Time per hour	***$190hr***
Soft Digs in Pavement/Concrete	***$400 per hole***

**MOT Limited to Cones*
**Proposal does not include flowable fill, milling or overlay.*

Estimate for 14hrs of locates: $2,660.00
Estimate for 38 soft digs: $15,200.00

Total Estimate: $17,860.00
To be billed at time and materials

Velocity ENGINEERING SERVICES

Mr. R. Daniel Flynn P.E.
Q. Grady Minor & Associates, P.A.
3800 Via Del Rey
Bonita Springs, FL 34134
(239) 947-1144
DFlynn@GradyMinor.Com

September 17, 2018

Subject: Pavement Consulting Services Proposal
Nicholas Parkway Improvements
Nicholas Parkway
Cape Coral, Lee County, Florida
Velocity Proposal Number: 18-271R1

Dear Mr. Flynn:

Velocity Engineering Services, LLC (Velocity) appreciates the opportunity to submit this proposal for the above referenced project. A successful project begins with all parties having a clear understanding of the scope of work to be performed. If you have any questions or concerns, or would like to modify the scope of work proposed herein, please contact us at your earliest convenience to discuss.

Project Description

Velocity understands that the proposed project will consist of various improvements to Nicholas Parkway. The client has requested that Velocity provide geotechnical services consisting of 10 roadway cores, 2 test borings for the canal crossing, and 10 borings along the proposed utility alignment.

Scope of Work

Ten (10) Pavement cores will be performed at locations spaced evenly along the corridor. Asphalt cores and base material samples will be recovered from the roadway and returned to the laboratory for visual inspection. A report will be issued presenting the findings and an evaluation of the materials encountered to aid in the design of the proposed roadway improvements.

Velocity therefore proposes the following scope of services:

- ✓ Marking the test locations in the field based on GPS coordinates and/or measured or estimated distances from existing landmarks.
- ✓ Obtaining utility locates from Sunshine 811;
- ✓ Retaining a subcontractor to provide Maintenance of Traffic (MOT) during coring and drilling activities;

✓ Mobilizing a coring rig and crew to the site;

- Cut 10 cores (typically 4 or 6 inches in diameter) through the existing pavement and base course;
- Measure and record the thickness of the asphalt and base course;
- Repair the core holes using the materials removed from the core, sand, and asphalt cold patch;
- Reasonable cleanup of the coring spoils from the roadways;

✓ Obtaining necessary drilling permits and mobilizing a drill rig and crew to the site;

- This proposal is based upon the site being accessible to a truck mounted drill rig;
- Performing 2 Standard Penetration Test (SPT) borings to depths of 40 feet below the ground surface (BGS). One boring will be performed on either side of the canal crossing;
- Performing 10 Standard Penetration Test (SPT) borings to depths of 8 feet below the ground surface (BGS) or rock. One boring will be performed on either side of the canal crossing;
- Grouting the test borings in accordance with regulatory requirements.
- Visually classifying the soil samples recovered from the test borings.

✓ Preparing a report of findings.

Compensation

Based upon the project information discussed above, we propose the following estimated budget for this project:

DESCRIPTION	UNITS	RATE	COST
Retain Maintenance of Traffice Crew	5 Days	$1,680.00 / Day	$8,400.00
Mobilization of Coring Equipment	1 Each	450.00 Each	450.00
Cutting Cores (Asphalt & Base), Thickness Determinations, Patching and Cleanup	10 Each	200.00 Each	2,000.00
Cape Coral Drilling Permits	1 estimate	$921.00 estimate	$921.00
Mobilization of Drill Rig	1 each	500.00 each	500.00
40 foot SPT Borings - Drilling & Grouting	2 Each	750.00 each	1,500.00
10 foot SPT Borings - Drilling & Grouting	10 Each	250.00 each	2,500.00
Engineer (Utility Locates, Coordination & Reporting)	32 Hours	160.00 / Hour	5,120.00
		Estimated Budget:	$21,391.00

Billing will be for the actual services performed per the unit rates presented herein. If unsuitable and/or unstable soil conditions are encountered, borehole casing may be required and/or the boring depths may need to be increased in order to obtain sufficient data to provide geotechnical recommendations for the project. Borehole casing, if required, will be charged at a rate of $8.00 per foot. Additional samples, if warranted, will be charged at a rate of $25.00 each. Any laboratory testing deemed necessary for the proper classification and/or evaluation of the soil samples recovered will be charged in accordance with Velocity's standard fee schedule. The total cost of laboratory testing will not exceed $200.00 without the client's written approval. A .pdf copy of the report will be provided. Original paper copies, if requested, will be provided for a fee of $20.00 each. Any additional consulting services provided after completion of the final report(s) will be billed at a rate of $160.00 per hour.

Client's Responsibilities

Following authorization of this proposal, the Client will be responsible to provide the following to Velocity:

- ✓ Reasonable access to the site to perform these services including any right-of-way permits or similar. It should be noted that performance of the coring and drilling operations will impede the normal flow of traffic; and,
- ✓ Client will hold Velocity harmless for damage to any buried utilities not identified by Sunshine 811 that may be damaged by the coring operations.

Authorization

If this proposal meets with your approval, please authorize our services by executing the attached Proposal Acceptance Form and returning it to us. We appreciate your consideration of our proposal and look forward to being a part of your project team. Should you have any questions regarding this proposal, please do not hesitate to contact us.

Sincerely,

Velocity Engineering Services, LLC
FBPE CA# 30362

Christopher J. Pacitto, P.E.
Owner & President
Chris@VelocityEngineering.Net

Attachments: Proposal Acceptance Agreement Form
General Terms & Conditions

EXHIBIT G

Project MAP

Attached

EXHIBIT G
DESIGN OF NICHOLAS PARKWAY ACCESS MANAGEMENT AND MEDIAN CURBING IMPROVEMENTS

GradyMinor

Civil Engineers • Land Surveyors
Planners • Landscape Architects
www.GradyMinor.com

D:\DANIEL\DNPAM-AER EXHB.DWG 11/9/2018 3:01 PM

EXHIBIT H

Total Project Cost (NTE)

Attached

EXHIBIT - H

TABLE 1 - FEE SUMMARY

PROJECT: NICHOLAS PARKWAY ACCESS MANAGEMENT AND MEDIAN CURBING IMPROVEMENTS TO INCLUDE POTABLE WATERLINE REPLACEMENT RFP-PW18-19/MC

DATE PREPARED: 11/16/2018 PREPARED BY: Justin Frederiksen

MULTIPLIER: 2.37

1.00 - PROJECT GENERAL AND COMMON TASKS	Frederiksen	Feene	Flynn	Jackson	eForc	Dunko	Goldman	Basnet	Saintenoy	Suzor	Raudenbush	Mace	Novakovich	Chalupa	Brooks	orges	Korneff	Croak	Featherstone	River	Mowl	Calle	Kalict	Carty	Meunier	Perez	Brownson	Abney		TOTAL BY TASK UNWEIGHTED	TOTAL BY TASK WEIGHTED
	Sr. Proj Mgr	Proj I	Proj. Engr 2	Engr. 2	Engr.	Engr. 2	Engr. 2	Eng. 1	Sr. Land Sur	Sr CAD Des	Sr. CAD Des	Sr. CAD Des	Architect	Architect	Sr. CAD Des	CAD	Sr. CAD Des	Sr. CAD Des	Const Man 2	ry Cr	ry Cr	ry Cr	ry Te	ry Te	Admin	Engr. 1	Const Man 1	I&CSr. CAD Des			
	$72.12	####	$50.00	$43.00	####	$38.50	$39.50	$31.00	$50.00	$34.00	$32.25	$33.25	$43.75	$39.00	$33.00	####	$33.50	$33.75	$35.00	####	####	####	####	####	$26.00	$28.00	$34.00	$35.00	$0.00		
PUBLIC WORKS DEPARTMENT																															
	8.0		8.0										2.0				12.0								4.0					$1,570.46	$3,721.99
																														$0.00	$0.00
HRS--SUBTOTAL	8.0	0.0	8.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	2.0	0.0	0.0	0.0	12.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	4.0	0.0	0.0	0.0	0.0		
$--SUBTOTAL	$576.96	####	$400.00	$0.00	####	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$87.50	$0.00	$0.00	####	$402.00	$0.00	$0.00	####	####	####	####	####	$104.00	$0.00	$0.00	$0.00	$0.00	$1,570.46	$3,721.99
	Frederiksen	Feene	Flynn	Jackson	eForc	Dunko	Goldman	Basnet	Saintenoy	Suzor	Raudenbush	Mace	Novakovich	Chalupa	Brooks	orges	Korneff	Croak	Featherstone	River	Mowl	Calle	Kalict	Carty	Meunier	Perez	Brownson	Abney			
	Sr. Proj Mgr	Proj I	Proj. Engr 2	Engr. 2	Engr.	Engr. 2	Engr. 2	Eng. 1	Sr. Land Sur	Sr CAD Des	Sr. CAD Des	Sr. CAD Des	Architect	Architect	Sr. CAD Des	CAD	Sr. CAD Des	Sr. CAD Des	Const Man 2	ry Cr	ry Cr	ry Cr	ry Te	ry Te	Admin	Engr. 1	Const Man 1	I&CSr. CAD Des			
	$72.12	####	$50.00	$43.00	####	$38.50	$39.50	$31.00	$50.00	$34.00	$32.25	$33.25	$43.75	$39.00	$33.00	####	$33.50	$33.75	$35.00	####	####	####	####	####	$26.00	$28.00	$34.00	$35.00	$0.00		
UTILITIES DEPARTMENT																															
	8.0		8.0										2.0				12.0								4.0					$1,570.46	$3,721.99
																														$0.00	$0.00
HRS--SUBTOTAL	8.0	0.0	8.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	2.0	0.0	0.0	0.0	12.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	4.0	0.0	0.0	0.0	0.0		
$--SUBTOTAL	$576.96	####	$400.00	$0.00	####	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$87.50	$0.00	$0.00	####	$402.00	$0.00	$0.00	####	####	####	####	####	$104.00	$0.00	$0.00	$0.00	$0.00	$1,570.46	$3,721.99
TOTAL: 1.00 - PROJECT GENERAL AND COMMON TASKS																													TOTAL: 1.00 - PROJECT GENERAL AND COMMON TASKS	$3,140.92	$7,443.98

2.00 - PRELIMINARY ENGINEERING & ANALYSIS - 30% SUBMITTAL	Frederiksen	Feene	Flynn	Jackson	eForc	Dunko	Goldman	Basnet	Saintenoy	Suzor	Raudenbush	Mace	Novakovich	Chalupa	Brooks	orges	Korneff	Croak	Featherstone	River	Mowl	Calle	Kalict	Carty	Meunier	Perez	Brownson	Abney		TOTAL BY TASK UNWEIGHTED	TOTAL BY TASK WEIGHTED
	Sr. Proj Mgr	Proj I	Proj. Engr 2	Engr. 2	Engr.	Engr. 2	Engr. 2	Eng. 1	Sr. Land Sur	Sr CAD Des	Sr. CAD Des	Sr. CAD Des	Architect	Architect	Sr. CAD Des	CAD	Sr. CAD Des	Sr. CAD Des	Const Man 2	ry Cr	ry Cr	ry Cr	ry Te	ry Te	Admin	Engr. 1	Const Man 1	I&CSr. CAD Des			
	$72.12	####	$50.00	$43.00	####	$38.50	$39.50	$31.00	$50.00	$34.00	$32.25	$33.25	$43.75	$39.00	$33.00	####	$33.50	$33.75	$35.00	####	####	####	####	####	$26.00	$28.00	$34.00	$35.00	$0.00		
PUBLIC WORKS DEPARTMENT																															
			84.0	63.0		14.0	44.0										14.0													$9,655.00	$22,882.35
																														$0.00	$0.00
HRS--SUBTOTAL	0.0	0.0	84.0	63.0	0.0	14.0	44.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	14.0	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	$0.00	####	$4,200.00	$2,709.00	####	$539.00	$1,738.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	####	$469.00	$0.00	$0.00	####	####	####	####	####	$0.00	$0.00	$0.00	$0.00	$0.00	$9,655.00	$22,882.35
	Frederiksen	Feene	Flynn	Jackson	eForc	Dunko	Goldman	Basnet	Saintenoy	Suzor	Raudenbush	Mace	Novakovich	Chalupa	Brooks	orges	Korneff	Croak	Featherstone	River	Mowl	Calle	Kalict	Carty	Meunier	Perez	Brownson	Abney			
	Sr. Proj Mgr	Proj I	Proj. Engr 2	Engr. 2	Engr.	Engr. 2	Engr. 2	Eng. 1	Sr. Land Sur	Sr CAD Des	Sr. CAD Des	Sr. CAD Des	Architect	Architect	Sr. CAD Des	CAD	Sr. CAD Des	Sr. CAD Des	Const Man 2	ry Cr	ry Cr	ry Cr	ry Te	ry Te	Admin	Engr. 1	Const Man 1	I&CSr. CAD Des			
	$72.12	####	$50.00	$43.00	####	$38.50	$39.50	$31.00	$50.00	$34.00	$32.25	$33.25	$43.75	$39.00	$33.00	####	$33.50	$33.75	$35.00	####	####	####	####	####	$26.00	$28.00	$34.00	$35.00	$0.00		
UTILITIES DEPARTMENT																															
	4.0			15.0		40.0	40.0			80.0															4.0					$6,877.48	$16,299.63
																														$0.00	$0.00
HRS--SUBTOTAL	4.0	0.0	0.0	15.0	0.0	40.0	40.0	0.0	0.0	80.0	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	4.0	0.0	0.0	0.0	0.0		
$--SUBTOTAL	$288.48	####	$0.00	$645.00	####	$1,540.00	$1,580.00	$0.00	$0.00	$2,720.00	$0.00	$0.00	$0.00	$0.00	$0.00	####	$0.00	$0.00	$0.00	####	####	####	####	####	$104.00	$0.00	$0.00	$0.00	$0.00	$6,877.48	$16,299.63
TOTAL: 2.00 - PRELIMINARY ENGINEERING & ANALYSIS - 30% SUBMITAL																													TOTAL: 2.00 - PRELIMINARY ENGINEERING & ANALYSIS - 30% SUBMITAL	$16,532.48	$39,181.98

3.00 - DESIGN SURVEY	Frederiksen	Feene	Flynn	Jackson	eForc	Dunko	Goldman	Basnet	Saintenoy	Suzor	Raudenbush	Mace	Novakovich	Chalupa	Brooks	orges	Korneff	Croak	Featherstone	River	Mowl	Calle	Kalict	Carty	Meunier	Perez	Brownson	Abney		TOTAL BY TASK UNWEIGHTED	TOTAL BY TASK WEIGHTED
	Sr. Proj Mgr	Proj I	Proj. Engr 2	Engr. 2	Engr.	Engr. 2	Engr. 2	Eng. 1	Sr. Land Sur	Sr CAD Des	Sr. CAD Des	Sr. CAD Des	Architect	Architect	Sr. CAD Des	CAD	Sr. CAD Des	Sr. CAD Des	Const Man 2	ry Cr	ry Cr	ry Cr	ry Te	ry Te	Admin	Engr. 1	Const Man 1	I&CSr. CAD Des			
	$72.12	####	$50.00	$43.00	####	$38.50	$39.50	$31.00	$50.00	$34.00	$32.25	$33.25	$43.75	$39.00	$33.00	####	$33.50	$33.75	$35.00	####	####	####	####	####	$26.00	$28.00	$34.00	$35.00	$0.00		
PUBLIC WORKS DEPARTMENT																															
			1.0				2.0		16.0									40.0												$2,279.00	$5,401.23
																														$0.00	$0.00
HRS--SUBTOTAL	0.0	0.0	1.0	0.0	0.0	0.0	2.0	0.0	16.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	40.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		
$--SUBTOTAL	$0.00	####	$50.00	$0.00	####	$0.00	$79.00	$0.00	$800.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	####	$0.00	$1,350.00	$0.00	####	####	####	####	####	$0.00	$0.00	$0.00	$0.00	$0.00	$2,279.00	$5,401.23
	Frederiksen	Feene	Flynn	Jackson	eForc	Dunko	Goldman	Basnet	Saintenoy	Suzor	Raudenbush	Mace	Novakovich	Chalupa	Brooks	orges	Korneff	Croak	Featherstone	River	Mowl	Calle	Kalict	Carty	Meunier	Perez	Brownson	Abney			
	Sr. Proj Mgr	Proj I	Proj. Engr 2	Engr. 2	Engr.	Engr. 2	Engr. 2	Eng. 1	Sr. Land Sur	Sr CAD Des	Sr. CAD Des	Sr. CAD Des	Architect	Architect	Sr. CAD Des	CAD	Sr. CAD Des	Sr. CAD Des	Const Man 2	ry Cr	ry Cr	ry Cr	ry Te	ry Te	Admin	Engr. 1	Const Man 1	I&CSr. CAD Des			
	$72.12	####	$50.00	$43.00	####	$38.50	$39.50	$31.00	$50.00	$34.00	$32.25	$33.25	$43.75	$39.00	$33.00	####	$33.50	$33.75	$35.00	####	####	####	####	####	$26.00	$28.00	$34.00	$35.00	$0.00		
UTILITIES DEPARTMENT																															
			1.0				2.0		16.0									40.0												$2,279.00	$5,401.23
																														$0.00	$0.00
HRS--SUBTOTAL	0.0	0.0	1.0	0.0	0.0	0.0	2.0	0.0	16.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	40.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		
$--SUBTOTAL	$0.00	####	$50.00	$0.00	####	$0.00	$79.00	$0.00	$800.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	####	$0.00	$1,350.00	$0.00	####	####	####	####	####	$0.00	$0.00	$0.00	$0.00	$0.00	$2,279.00	$5,401.23
TOTAL: 3.00 - DESIGN SURVEY																													TOTAL: 3.00 - DESIGN SURVEY	$4,558.00	$10,802.46

4.00 - GEOTECHNICAL SOILS INVESTIGATION	Frederiksen	Feene	Flynn	Jackson	eForc	Dunko	Goldman	Basnet	Saintenoy	Suzor	Raudenbush	Mace	Novakovich	Chalupa	Brooks	orges	Korneff	Croak	Featherstone	River	Mowl	Calle	Kalict	Carty	Meunier	Perez	Brownson	Abney		TOTAL BY TASK UNWEIGHTED	TOTAL BY TASK WEIGHTED
	Sr. Proj Mgr	Proj I	Proj. Engr 2	Engr. 2	Engr.	Engr. 2	Engr. 2	Eng. 1	Sr. Land Sur	Sr CAD Des	Sr. CAD Des	Sr. CAD Des	Architect	Architect	Sr. CAD Des	CAD	Sr. CAD Des	Sr. CAD Des	Const Man 2	ry Cr	ry Cr	ry Cr	ry Te	ry Te	Admin	Engr. 1	Const Man 1	I&CSr. CAD Des			
	$72.12	####	$50.00	$43.00	####	$38.50	$39.50	$31.00	$50.00	$34.00	$32.25	$33.25	$43.75	$39.00	$33.00	####	$33.50	$33.75	$35.00	####	####	####	####	####	$26.00	$28.00	$34.00	$35.00	$0.00		
PUBLIC WORKS DEPARTMENT																															
See Geotechinical Subconsultant Fee																														$0.00	$0.00
																														$0.00	$0.00
HRS--SUBTOTAL	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	0.0	0.0		
$--SUBTOTAL	$0.00	####	$0.00	$0.00	####	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	####	$0.00	$0.00	$0.00	####	####	####	####	####	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	Frederiksen	Feene	Flynn	Jackson	eForc	Dunko	Goldman	Basnet	Saintenoy	Suzor	Raudenbush	Mace	Novakovich	Chalupa	Brooks	orges	Korneff	Croak	Featherstone	River	Mowl	Calle	Kalict	Carty	Meunier	Perez	Brownson	Abney			
	Sr. Proj Mgr	Proj I	Proj. Engr 2	Engr. 2	Engr.	Engr. 2	Engr. 2	Eng. 1	Sr. Land Sur	Sr CAD Des	Sr. CAD Des	Sr. CAD Des	Architect	Architect	Sr. CAD Des	CAD	Sr. CAD Des	Sr. CAD Des	Const Man 2	ry Cr	ry Cr	ry Cr	ry Te	ry Te	Admin	Engr. 1	Const Man 1	I&CSr. CAD Des			
	$72.12	####	$50.00	$43.00	####	$38.50	$39.50	$31.00	$50.00	$34.00	$32.25	$33.25	$43.75	$39.00	$33.00	####	$33.50	$33.75	$35.00	####	####	####	####	####	$26.00	$28.00	$34.00	$35.00	$0.00		
UTILITIES DEPARTMENT																															
See Geotechinical Subconsultant Fee																														$0.00	$0.00
																														$0.00	$0.00
HRS--SUBTOTAL	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	0.0	0.0		
$--SUBTOTAL	$0.00	####	$0.00	$0.00	####	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	####	$0.00	$0.00	$0.00	####	####	####	####	####	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
TOTAL: 4.00 - GEOTECHNICAL SOILS INVESTIGATION																													TOTAL: 4.00 - GEOTECHNICAL SOILS INVESTIGATION	$0.00	$0.00

5.00 - DRAINAGE ANALYSIS AND PLANS	Frederiksen	Feene	Flynn	Jackson	eForc	Dunko	Goldman	Basnet	Saintenoy	Suzor	Raudenbush	Mace	Novakovich	Chalupa	Brooks	orges	Korneff	Croak	Featherstone	River	Mowl	Calle	Kalict	Carty	Meunier	Perez	Brownson	Abney		TOTAL BY TASK UNWEIGHTED	TOTAL BY TASK WEIGHTED
	Sr. Proj Mgr	Proj I	Proj. Engr 2	Engr. 2	Engr.	Engr. 2	Engr. 2	Eng. 1	Sr. Land Sur	Sr CAD Des	Sr. CAD Des	Sr. CAD Des	Architect	Architect	Sr. CAD Des	CAD	Sr. CAD Des	Sr. CAD Des	Const Man 2	ry Cr	ry Cr	ry Cr	ry Te	ry Te	Admin	Engr. 1	Const Man 1	I&CSr. CAD Des			
	$72.12	####	$50.00	$43.00	####	$38.50	$39.50	$31.00	$50.00	$34.00	$32.25	$33.25	$43.75	$39.00	$33.00	####	$33.50	$33.75	$35.00	####	####	####	####	####	$26.00	$28.00	$34.00	$35.00	$0.00		
PUBLIC WORKS DEPARTMENT																															
			27.0				60.0	8.0		32.0		30.0					20.0													$6,723.50	$15,934.70
																														$0.00	$0.00
HRS--SUBTOTAL	0.0	0.0	27.0	0.0	0.0	0.0	60.0	8.0	0.0	32.0	0.0	30.0	0.0	0.0	0.0	0.0	20.0	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	$0.00	####	$1,350.00	$0.00	####	$0.00	$2,370.00	$248.00	$0.00	$1,088.00	$0.00	$997.50	$0.00	$0.00	$0.00	####	$670.00	$0.00	$0.00	####	####	####	####	####	$0.00	$0.00	$0.00	$0.00	$0.00	$6,723.50	$15,934.70
	Frederiksen	Feene	Flynn	Jackson	eForc	Dunko	Goldman	Basnet	Saintenoy	Suzor	Raudenbush	Mace	Novakovich	Chalupa	Brooks	orges	Korneff	Croak	Featherstone	River	Mowl	Calle	Kalict	Carty	Meunier	Perez	Brownson	Abney			
	Sr. Proj Mgr	Proj I	Proj. Engr 2	Engr. 2	Engr.	Engr. 2	Engr. 2	Eng. 1	Sr. Land Sur	Sr CAD Des	Sr. CAD Des	Sr. CAD Des	Architect	Architect	Sr. CAD Des	CAD	Sr. CAD Des	Sr. CAD Des	Const Man 2	ry Cr	ry Cr	ry Cr	ry Te	ry Te	Admin	Engr. 1	Const Man 1	I&CSr. CAD Des			
	$72.12	####	$50.00	$43.00	####	$38.50	$39.50	$31.00	$50.00	$34.00	$32.25	$33.25	$43.75	$39.00	$33.00	####	$33.50	$33.75	$35.00	####	####	####	####	####	$26.00	$28.00	$34.00	$35.00	$0.00		
UTILITIES DEPARTMENT																															
																														$0.00	$0.00
																														$0.00	$0.00
HRS--SUBTOTAL	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	0.0	0.0		
$--SUBTOTAL	$0.00	####	$0.00	$0.00	####	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	####	$0.00	$0.00	$0.00	####	####	####	####	####	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
TOTAL: 5.00 - DRAINAGE ANALYSIS AND PLANS																													TOTAL: 5.00 - DRAINAGE ANALYSIS AND PLANS	$6,723.50	$15,934.70

EXHIBIT - H

TABLE 1 - FEE SUMMARY

PROJECT: NICHOLAS PARKWAY ACCESS MANAGEMENT AND MEDIAN CURBING IMPROVEMENTS TO INCLUDE POTABLE WATERLINE REPLACEMENT

6.00 - ROADWAY AND UTILITY PLANS	Frederiksen	Feene	Flynn	Jackson	leFors	Dunko	Goldman	Basnet	Saintenoy	Suzor	Raudenbush	Mace	Novakovich	Chalupa	Brooks	Jorge	Kornett	Croak	Featherstone	River/Mowl	Calle	Kalic	Carty	Meunier	Perez	Brownson	Abney		TOTAL BY TASK UNWEIGHTED	TOTAL BY TASK WEIGHTED
	Sr. Proj Mgr	Proj E	Proj. Engr 2	Engr. 2	Engr. I	Engr. 2	Engr. 2	Eng. 1	Sr. Land Sur	Sr CAD Des	Sr. CAD Des	Sr. CAD Des	Architect	Architect	Sr. CAD Des	CAD I	Sr. CAD Des	Sr. CAD Des	Const Man 2	ry Cr	ry Cr	ry Cr	ry Cr	Admin	Engr. 1	Const Man 1	IEC Sr. CAD Des			
	$72.12	####	$50.00	$43.00	####	$38.50	$39.50	$31.00	$50.00	$34.00	$32.25	$33.25	$43.75	$39.00	$33.00	####	$33.50	$33.75	$35.00	####	####	####	####	$26.00	$28.00	$34.00	$35.00	$0.00		
PUBLIC WORKS DEPARTMENT																														
A. 60 % Design Plans and Specifications			30.0	20.0			30.0			60.0							55.0												$7,427.50	$17,803.10
B. 90% Design Plans and Specifications			20.0	10.0			20.0			50.0							35.0												$5,092.50	$12,099.73
C. 100% Design Plans and Specifications			28.0			40.0	40.0			26.0							10.0							10.0	10.0				$6,347.00	$15,043.93
HRS.--SUBTOTAL	0.0	0.0	78.0	30.0	0.0	40.0	90.0	0.0	0.0	136.0	0.0	0.0	0.0	0.0	0.0	0.0	100.0	0.0	0.0	0.0	0.0	0.0	0.0	10.0	10.0	0.0	0.0	0.0		
$.--SUBTOTAL	$0.00	####	$3,900.00	$1,290.00	####	$1,540.00	$3,555.00	$0.00	$0.00	$4,692.00	$0.00	$0.00	$0.00	$0.00	$0.00	####	$3,350.00	$0.00	$0.00	####	####	####	####	$260.00	$280.00	$0.00	$0.00	$0.00	$19,867.00	$44,714.76
	Frederiksen	Feene	Flynn	Jackson	leFors	Dunko	Goldman	Basnet	Saintenoy	Suzor	Raudenbush	Mace	Novakovich	Chalupa	Brooks	Jorge	Kornett	Croak	Featherstone	River/Mowl	Calle	Kalic	Carty	Meunier	Perez	Brownson	Abney			
	Sr. Proj Mgr	Proj E	Proj. Engr 2	Engr. 2	Engr. I	Engr. 2	Engr. 2	Eng. 1	Sr. Land Sur	Sr CAD Des	Sr. CAD Des	Sr. CAD Des	Architect	Architect	Sr. CAD Des	CAD I	Sr. CAD Des	Sr. CAD Des	Const Man 2	ry Cr	ry Cr	ry Cr	ry Cr	Admin	Engr. 1	Const Man 1	IEC Sr. CAD Des			
	$72.12	####	$50.00	$43.00	####	$38.50	$39.50	$31.00	$50.00	$34.00	$32.25	$33.25	$43.75	$39.00	$33.00	####	$33.50	$33.75	$35.00	####	####	####	####	$26.00	$28.00	$34.00	$35.00	$0.00		
UTILITIES DEPARTMENT																														
A. 60 % Design Plans and Specifications	12.0			40.0		40.0				60.0							60.0		8.0					3.0					$8,533.44	$20,224.25
B. 90% Design Plans and Specifications	14.0			20.0		20.0				32.0									4.0					2.0					$3,919.68	$9,289.84
C. 100% Design Plans and Specifications	6.0			16.0		20.0				20.0														10.0					$2,830.72	$6,708.81
HRS.--SUBTOTAL	32.0	0.0	0.0	76.0	0.0	80.0	0.0	0.0	0.0	112.0	0.0	0.0	0.0	0.0	0.0	0.0	60.0	0.0	12.0	0.0	0.0	0.0	0.0	15.0	0.0	0.0	0.0	0.0		
$.--SUBTOTAL	$2,307.84	####	$0.00	$3,268.00	####	$3,080.00	$0.00	$0.00	$0.00	$3,808.00	$0.00	$0.00	$0.00	$0.00	$0.00	####	$2,010.00	$0.00	$420.00	####	####	####	####	$390.00	$0.00	$0.00	$0.00	$0.00	$15,283.84	$36,222.70
6.00 - ROADWAY AND UTILITY PLANS																												6.00 - ROADWAY AND UTILITY PLANS	$34,150.84	$80,937.49

7.00 - PERMITTING	Frederiksen	Feene	Flynn	Jackson	leFors	Dunko	Goldman	Basnet	Saintenoy	Suzor	Raudenbush	Mace	Novakovich	Chalupa	Brooks	Jorge	Kornett	Croak	Featherstone	River/Mowl	Calle	Kalic	Carty	Meunier	Perez	Brownson	Abney		TOTAL BY TASK UNWEIGHTED	TOTAL BY TASK WEIGHTED
	Sr. Proj Mgr	Proj E	Proj. Engr 2	Engr. 2	Engr. I	Engr. 2	Engr. 2	Eng. 1	Sr. Land Sur	Sr CAD Des	Sr. CAD Des	Sr. CAD Des	Architect	Architect	Sr. CAD Des	CAD I	Sr. CAD Des	Sr. CAD Des	Const Man 2	ry Cr	ry Cr	ry Cr	ry Cr	Admin	Engr. 1	Const Man 1	IEC Sr. CAD Des			
	$72.12	####	$50.00	$43.00	####	$38.50	$39.50	$31.00	$50.00	$34.00	$32.25	$33.25	$43.75	$39.00	$33.00	####	$33.50	$33.75	$35.00	####	####	####	####	$26.00	$28.00	$34.00	$35.00	$0.00		
PUBLIC WORKS DEPARTMENT																														
			20.0				24.0	8.0			6.0													5.0	4.0				$2,631.50	$6,236.66
																													$0.00	$0.00
HRS.--SUBTOTAL	0.0	0.0	20.0	0.0	0.0	0.0	24.0	8.0	0.0	0.0	6.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	5.0	4.0	0.0	0.0	0.0		
$.--SUBTOTAL	$0.00	####	$1,000.00	$0.00	####	$0.00	$948.00	$248.00	$0.00	$0.00	$193.50	$0.00	$0.00	$0.00	$0.00	####	$0.00	$0.00	$0.00	####	####	####	####	$130.00	$112.00	$0.00	$0.00	$0.00	$2,631.50	$6,236.66
	Frederiksen	Feene	Flynn	Jackson	leFors	Dunko	Goldman	Basnet	Saintenoy	Suzor	Raudenbush	Mace	Novakovich	Chalupa	Brooks	Jorge	Kornett	Croak	Featherstone	River/Mowl	Calle	Kalic	Carty	Meunier	Perez	Brownson	Abney			
	Sr. Proj Mgr	Proj E	Proj. Engr 2	Engr. 2	Engr. I	Engr. 2	Engr. 2	Eng. 1	Sr. Land Sur	Sr CAD Des	Sr. CAD Des	Sr. CAD Des	Architect	Architect	Sr. CAD Des	CAD I	Sr. CAD Des	Sr. CAD Des	Const Man 2	ry Cr	ry Cr	ry Cr	ry Cr	Admin	Engr. 1	Const Man 1	IEC Sr. CAD Des	0		
	$72.12	####	$50.00	$43.00	####	$38.50	$39.50	$31.00	$50.00	$34.00	$32.25	$33.25	$43.75	$39.00	$33.00	####	$33.50	$33.75	$35.00	####	####	####	####	$26.00	$28.00	$34.00	$35.00	$1,050.00		
UTILITIES DEPARTMENT																														
	1.0					16.0					6.0													5.0					$1,011.62	$2,397.54
																													$0.00	$0.00
HRS.--SUBTOTAL	1.0	0.0	0.0	0.0	0.0	16.0	0.0	0.0	0.0	0.0	6.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	5.0	0.0	0.0	0.0	0.0		
$.--SUBTOTAL	$72.12	####	$0.00	$0.00	####	$616.00	$0.00	$0.00	$0.00	$0.00	$193.50	$0.00	$0.00	$0.00	$0.00	####	$0.00	$0.00	$0.00	####	####	####	####	$130.00	$0.00	$0.00	$0.00	$0.00	$1,011.62	$2,397.54
TOTAL: 7.00 - PERMITTING																												TOTAL: 7.00 - PERMITTING	$3,643.12	$8,634.19

8.00 - SIGNAGE AND PAVEMENT MARKINGS	Frederiksen	Feene	Flynn	Jackson	leFors	Dunko	Goldman	Basnet	Saintenoy	Suzor	Raudenbush	Mace	Novakovich	Chalupa	Brooks	Jorge	Kornett	Croak	Featherstone	River/Mowl	Calle	Kalic	Carty	Meunier	Perez	Brownson	Abney		TOTAL BY TASK UNWEIGHTED	TOTAL BY TASK WEIGHTED
	Sr. Proj Mgr	Proj E	Proj. Engr 2	Engr. 2	Engr. I	Engr. 2	Engr. 2	Eng. 1	Sr. Land Sur	Sr CAD Des	Sr. CAD Des	Sr. CAD Des	Architect	Architect	Sr. CAD Des	CAD I	Sr. CAD Des	Sr. CAD Des	Const Man 2	ry Cr	ry Cr	ry Cr	ry Cr	Admin	Engr. 1	Const Man 1	IEC Sr. CAD Des			
	$72.12	####	$50.00	$41.00	####	$38.50	$39.50	$31.00	$50.00	$34.00	$32.25	$33.25	$43.75	$39.00	$33.00	####	$33.50	$33.75	$35.00	####	####	####	####	$26.00	$28.00	$34.00	$35.00	$0.00		
PUBLIC WORKS DEPARTMENT																														
			7.0				15.0			50.0																			$2,642.50	$6,262.73
																													$0.00	$0.00
HRS.--SUBTOTAL	0.0	0.0	7.0	0.0	0.0	0.0	15.0	0.0	0.0	50.0	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	$0.00	####	$350.00	$0.00	####	$0.00	$592.50	$0.00	$0.00	$1,700.00	$0.00	$0.00	$0.00	$0.00	$0.00	####	$0.00	$0.00	$0.00	####	####	####	####	$0.00	$0.00	$0.00	$0.00	$0.00	$2,642.50	$6,262.73
	Frederiksen	Feene	Flynn	Jackson	leFors	Dunko	Goldman	Basnet	Saintenoy	Suzor	Raudenbush	Mace	Novakovich	Chalupa	Brooks	Jorge	Kornett	Croak	Featherstone	River/Mowl	Calle	Kalic	Carty	Meunier	Perez	Brownson	Abney			
	Sr. Proj Mgr	Proj E	Proj. Engr 2	Engr. 2	Engr. I	Engr. 2	Engr. 2	Eng. 1	Sr. Land Sur	Sr CAD Des	Sr. CAD Des	Sr. CAD Des	Architect	Architect	Sr. CAD Des	CAD I	Sr. CAD Des	Sr. CAD Des	Const Man 2	ry Cr	ry Cr	ry Cr	ry Cr	Admin	Engr. 1	Const Man 1	IEC Sr. CAD Des			
	$72.12	####	$50.00	$43.00	####	$38.50	$39.50	$31.00	$50.00	$34.00	$32.25	$33.25	$43.75	$39.00	$33.00	####	$33.50	$33.75	$35.00	####	####	####	####	$26.00	$28.00	$34.00	$35.00	$0.00		
UTILITIES DEPARTMENT																														
																													$0.00	$0.00
																													$0.00	$0.00
HRS.--SUBTOTAL	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	0.0		
$.--SUBTOTAL	$0.00	####	$0.00	$0.00	####	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	####	$0.00	$0.00	$0.00	####	####	####	####	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
TOTAL: 8.00 - SIGNAGE AND PAVEMENT MARKINGS																												TOTAL: 8.00 - SIGNAGE AND PAVEMENT MARKINGS	$2,642.50	$6,262.73

9.00 - LANDSCAPE DESIGN	Frederiksen	Feene	Flynn	Jackson	leFors	Dunko	Goldman	Basnet	Saintenoy	Suzor	Raudenbush	Mace	Novakovich	Chalupa	Brooks	Jorge	Kornett	Croak	Featherstone	River/Mowl	Calle	Kalic	Carty	Meunier	Perez	Brownson	Abney		TOTAL BY TASK UNWEIGHTED	TOTAL BY TASK WEIGHTED
	Sr. Proj Mgr	Proj E	Proj. Engr 2	Engr. 2	Engr. I	Engr. 2	Engr. 2	Eng. 1	Sr. Land Sur	Sr CAD Des	Sr. CAD Des	Sr. CAD Des	Architect	Architect	Sr. CAD Des	CAD I	Sr. CAD Des	Sr. CAD Des	Const Man 2	ry Cr	ry Cr	ry Cr	ry Cr	Admin	Engr. 1	Const Man 1	IEC Sr. CAD Des			
	$72.12	####	$50.00	$43.00	####	$38.50	$39.50	$31.00	$50.00	$34.00	$32.25	$33.25	$43.75	$39.00	$33.00	####	$33.50	$33.75	$35.00	####	####	####	####	$26.00	$28.00	$34.00	$35.00	$0.00		
PUBLIC WORKS DEPARTMENT																														
													40.0	40.0	120.0									8.0			74.0		$10,068.00	$23,861.16
																													$0.00	$0.00
HRS.--SUBTOTAL	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	40.0	40.0	120.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	8.0	0.0	0.0	74.0	0.0		
$.--SUBTOTAL	$0.00	####	$0.00	$0.00	####	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,750.00	$1,560.00	$3,960.00	####	$0.00	$0.00	$0.00	####	####	####	####	$204.00	$0.00	$0.00	$2,590.00	$0.00	$10,068.00	$23,861.16
	Frederiksen	Feene	Flynn	Jackson	leFors	Dunko	Goldman	Basnet	Saintenoy	Suzor	Raudenbush	Mace	Novakovich	Chalupa	Brooks	Jorge	Kornett	Croak	Featherstone	River/Mowl	Calle	Kalic	Carty	Meunier	Perez	Brownson	Abney			
	Sr. Proj Mgr	Proj E	Proj. Engr 2	Engr. 2	Engr. I	Engr. 2	Engr. 2	Eng. 1	Sr. Land Sur	Sr CAD Des	Sr. CAD Des	Sr. CAD Des	Architect	Architect	Sr. CAD Des	CAD I	Sr. CAD Des	Sr. CAD Des	Const Man 2	ry Cr	ry Cr	ry Cr	ry Cr	Admin	Engr. 1	Const Man 1	IEC Sr. CAD Des			
	$72.12	####	$50.00	$43.00	####	$38.50	$39.50	$31.00	$50.00	$34.00	$32.25	$33.25	$43.75	$39.00	$33.00	####	$33.50	$33.75	$35.00	####	####	####	####	$26.00	$28.00	$34.00	$35.00	$0.00		
UTILITIES DEPARTMENT																														
																													$0.00	$0.00
																													$0.00	$0.00
HRS.--SUBTOTAL	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	0.0		
$.--SUBTOTAL	$0.00	####	$0.00	$0.00	####	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	####	$0.00	$0.00	$0.00	####	####	####	####	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
TOTAL: 9.00 -LANDSCAPE DESIGN																												TOTAL: 9.00 -LANDSCAPE DESIGN	$10,068.00	$23,861.16

10.00 - ESTIMATE OF PROBABLE CONSTRUCTION COSTS	Frederiksen	Feene	Flynn	Jackson	leFors	Dunko	Goldman	Basnet	Saintenoy	Suzor	Raudenbush	Mace	Novakovich	Chalupa	Brooks	Jorge	Kornett	Croak	Featherstone	River/Mowl	Calle	Kalic	Carty	Meunier	Perez	Brownson	Abney		TOTAL BY TASK UNWEIGHTED	TOTAL BY TASK WEIGHTED
	Sr. Proj Mgr	Proj E	Proj. Engr 2	Engr. 2	Engr. I	Engr. 2	Engr. 2	Eng. 1	Sr. Land Sur	Sr CAD Des	Sr. CAD Des	Sr. CAD Des	Architect	Architect	Sr. CAD Des	CAD I	Sr. CAD Des	Sr. CAD Des	Const Man 2	ry Cr	ry Cr	ry Cr	ry Cr	Admin	Engr. 1	Const Man 1	IEC Sr. CAD Des			
	$72.12	####	$50.00	$43.00	####	$38.50	$39.50	$31.00	$50.00	$34.00	$32.25	$33.25	$43.75	$39.00	$33.00	####	$33.50	$33.75	$35.00	####	####	####	####	$26.00	$28.00	$34.00	$35.00	$0.00		
PUBLIC WORKS DEPARTMENT																														
	2.0		2.0			10.0	20.0																						$1,419.24	$3,363.60
																													$0.00	$0.00
HRS.--SUBTOTAL	2.0	0.0	2.0	0.0	0.0	10.0	20.0	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	$144.24	####	$100.00	$0.00	####	$385.00	$790.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	####	$0.00	$0.00	$0.00	####	####	####	####	$0.00	$0.00	$0.00	$0.00	$0.00	$1,419.24	$3,363.60
	Frederiksen	Feene	Flynn	Jackson	leFors	Dunko	Goldman	Basnet	Saintenoy	Suzor	Raudenbush	Mace	Novakovich	Chalupa	Brooks	Jorge	Kornett	Croak	Featherstone	River/Mowl	Calle	Kalic	Carty	Meunier	Perez	Brownson	Abney			
	Sr. Proj Mgr	Proj E	Proj. Engr 2	Engr. 2	Engr. I	Engr. 2	Engr. 2	Eng. 1	Sr. Land Sur	Sr CAD Des	Sr. CAD Des	Sr. CAD Des	Architect	Architect	Sr. CAD Des	CAD I	Sr. CAD Des	Sr. CAD Des	Const Man 2	ry Cr	ry Cr	ry Cr	ry Cr	Admin	Engr. 1	Const Man 1	IEC Sr. CAD Des			
	$72.12	####	$50.00	$43.00	####	$38.50	$39.50	$31.00	$50.00	$34.00	$32.25	$33.25	$43.75	$39.00	$33.00	####	$33.50	$33.75	$35.00	####	####	####	####	$26.00	$28.00	$34.00	$35.00	$0.00		
UTILITIES DEPARTMENT																														
	1.0		2.0				20.0																						$962.12	$2,280.22
																													$0.00	$0.00
HRS.--SUBTOTAL	1.0	0.0	2.0	0.0	0.0	0.0	20.0	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	$72.12	####	$100.00	$0.00	####	$0.00	$790.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	####	$0.00	$0.00	$0.00	####	####	####	####	$0.00	$0.00	$0.00	$0.00	$0.00	$962.12	$2,280.22
TOTAL: 10.00 - ESTIMATE OF PROBABLE CONSTRUCTION COSTS																												TOTAL: 10.00 - ESTIMATE OF PROBABLE CONSTRUCTION COSTS	$2,381.36	$5,643.82

EXHIBIT - H

TABLE 1 - FEE SUMMARY

PROJECT: NICHOLAS PARKWAY ACCESS MANAGEMENT AND MEDIAN CURBING IMPROVEMENTS TO INCLUDE POTABLE WATERLINE REPLACEMENT

11.00 - BIDDING ASSISTANCE	Frederiksen Sr. Proj Mgr	Peene Proj E	Flynn Proj. Engr 2	Jackson Engr. 2	leFord Engr.	Dunko Engr. 2	Goldman Engr. 2	Bennet Eng. 1	Saintenoy Sr. Land Sur	Supor Sr CAD Des	Raudenbush Sr. CAD Des	Mace Sr. CAD Des	Novakovich Architect	Chaluga Architect	Brooks Sr. CAD Des	Jorge CAD I	Hornett Sr. CAD Des	Croak Sr. CAD Des	Featherstone Const Man 2	River Irv Cr	Mowit Irv Cr	Calle Irv Cr	Kalis Irv Cr	Carty Irv Te	Meunier Admin	Perez Engr. 1	Brownson Const Man 1	Abney I&C/Sr. CAD Des		TOTAL BY TASK UNWEIGHTED	TOTAL BY TASK WEIGHTED
	$72.12	####	$50.00	$43.00	####	$38.50	$39.50	$31.00	$50.00	$34.00	$32.25	$33.25	$43.75	$39.00	$33.00	####	$33.50	$33.75	$35.00	####	####	####	####	####	$26.00	$26.00	$34.00	$35.00	$0.00		
PUBLIC WORKS DEPARTMENT																															
	4.0		4.0			8.0	8.0			4.0															3.0					$1,170.48	$2,774.04
																														$0.00	$0.00
HRS.--SUBTOTAL	4.0	0.0	4.0	0.0	0.0	8.0	8.0	0.0	0.0	4.0	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	3.0	0.0	0.0	0.0	0.0		
$.--SUBTOTAL	$288.48	####	$200.00	$0.00	####	$231.00	$237.00	$0.00	$0.00	$136.00	$0.00	$0.00	$0.00	$0.00	$0.00	####	$0.00	$0.00	$0.00	####	####	####	####	####	$78.00	$0.00	$0.00	$0.00	$0.00		
	Frederiksen Sr. Proj Mgr	Peene Proj E	Flynn Proj. Engr 2	Jackson Engr. 2	leFord Engr.	Dunko Engr. 2	Goldman Engr. 2	Bennet Eng. 1	Saintenoy Sr. Land Sur	Supor Sr CAD Des	Raudenbush Sr. CAD Des	Mace Sr. CAD Des	Novakovich Architect	Chaluga Architect	Brooks Sr. CAD Des	Jorge CAD I	Hornett Sr. CAD Des	Croak Sr. CAD Des	Featherstone Const Man 2	River Irv Cr	Mowit Irv Cr	Calle Irv Cr	Kalis Irv Cr	Carty Irv Te	Meunier Admin	Perez Engr. 1	Brownson Const Man 1	Abney I&C/Sr. CAD Des			
	$72.12	####	$50.00	$43.00	####	$38.50	$39.50	$31.00	$50.00	$34.00	$32.25	$33.25	$43.75	$39.00	$33.00	####	$33.50	$33.75	$35.00	####	####	####	####	####	$26.00	$26.00	$34.00	$35.00	$0.00		
UTILITIES DEPARTMENT																															
	1.0		2.0			8.0	8.0			4.0															3.0					$954.12	$2,624.28
																														$0.00	$0.00
HRS.--SUBTOTAL	1.0	0.0	2.0	0.0	0.0	8.0	8.0	0.0	0.0	4.0	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	3.0	0.0	0.0	0.0	0.0		
$.--SUBTOTAL	$72.12	####	$100.00	$0.00	####	$231.00	$237.00	$0.00	$0.00	$136.00	$0.00	$0.00	$0.00	$0.00	$0.00	####	$0.00	$0.00	$0.00	####	####	####	####	####	$78.00	$0.00	$0.00	$0.00	$0.00		
TOTAL: 11.00 - BIDDING ASSISTANCE																														$2,024.60	$4,798.32

12.00 - LIMITED CONSTRUCTION ADMINISTRATION	Frederiksen Sr. Proj Mgr	Peene Proj E	Flynn Proj. Engr 2	Jackson Engr. 2	leFord Engr.	Dunko Engr. 2	Goldman Engr. 2	Bennet Eng. 1	Saintenoy Sr. Land Sur	Supor Sr CAD Des	Raudenbush Sr. CAD Des	Mace Sr. CAD Des	Novakovich Architect	Chaluga Architect	Brooks Sr. CAD Des	Jorge CAD I	Hornett Sr. CAD Des	Croak Sr. CAD Des	Featherstone Const Man 2	River Irv Cr	Mowit Irv Cr	Calle Irv Cr	Kalis Irv Cr	Carty Irv Te	Meunier Admin	Perez Engr. 1	Brownson Const Man 1	Abney I&C/Sr. CAD Des		TOTAL BY TASK UNWEIGHTED	TOTAL BY TASK WEIGHTED
	$72.12	####	$50.00	$43.00	####	$38.50	$39.50	$31.00	$50.00	$34.00	$32.25	$33.25	$43.75	$39.00	$33.00	####	$33.50	$33.75	$35.00	####	####	####	####	####	$26.00	$26.00	$34.00	$35.00	$0.00		
PUBLIC WORKS DEPARTMENT																															
	25.0		25.0	20.0		40.0	40.0			20.0									40.0						10.0	20.0	60.0			$12,653.00	$29,587.61
																														$0.00	$0.00
HRS.--SUBTOTAL	25.0	0.0	25.0	20.0	0.0	40.0	40.0	0.0	0.0	20.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	40.0	0.0	0.0	0.0	0.0	0.0	10.0	20.0	60.0	0.0	0.0		
$.--SUBTOTAL	$1,803.00	####	$1,250.00	$860.00	####	$1,540.00	$1,580.00	$0.00	$0.00	$680.00	$0.00	$0.00	$0.00	$0.00	$0.00	####	$0.00	$0.00	$1,400.00	####	####	####	####	####	$260.00	$520.00	$2,720.00	$0.00	$0.00	$12,653.00	$29,587.61
	Frederiksen Sr. Proj Mgr	Peene Proj E	Flynn Proj. Engr 2	Jackson Engr. 2	leFord Engr.	Dunko Engr. 2	Goldman Engr. 2	Bennet Eng. 1	Saintenoy Sr. Land Sur	Supor Sr CAD Des	Raudenbush Sr. CAD Des	Mace Sr. CAD Des	Novakovich Architect	Chaluga Architect	Brooks Sr. CAD Des	Jorge CAD I	Hornett Sr. CAD Des	Croak Sr. CAD Des	Featherstone Const Man 2	River Irv Cr	Mowit Irv Cr	Calle Irv Cr	Kalis Irv Cr	Carty Irv Te	Meunier Admin	Perez Engr. 1	Brownson Const Man 1	Abney I&C/Sr. CAD Des			
	$72.12	####	$50.00	$43.00	####	$38.50	$39.50	$31.00	$50.00	$34.00	$32.25	$33.25	$43.75	$39.00	$33.00	####	$33.50	$33.75	$35.00	####	####	####	####	####	$26.00	$26.00	$34.00	$35.00	$0.00		
UTILITIES DEPARTMENT																															
	12.0		2.0	8.0		40	40			20.0									40.0						10.0		80.0			$9,489.44	$22,485.97
																														$0.00	$0.00
HRS.--SUBTOTAL	12.0	0.0	2.0	8.0	0.0	40.0	40.0	0.0	0.0	20.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	40.0	0.0	0.0	0.0	0.0	0.0	10.0	0.0	80.0	0.0	0.0		
$.--SUBTOTAL	$865.44	####	$100.00	$344.00	####	$1,540.00	$1,580.00	$0.00	$0.00	$680.00	$0.00	$0.00	$0.00	$0.00	$0.00	####	$0.00	$0.00	$1,400.00	####	####	####	####	####	$260.00	$0.00	$3,720.00	$0.00	$0.00	$9,489.44	$22,485.97
TOTAL: 12.00 - LIMITED CONSTRUCTION ADMINISTRATION																														$22,142.44	$52,477.58

13.00 - REIMBURSABLE EXPENSES	Frederiksen Sr. Proj Mgr	Peene Proj E	Flynn Proj. Engr 2	Jackson Engr. 2	leFord Engr.	Dunko Engr. 2	Goldman Engr. 2	Bennet Eng. 1	Saintenoy Sr. Land Sur	Supor Sr CAD Des	Raudenbush Sr. CAD Des	Mace Sr. CAD Des	Novakovich Architect	Chaluga Architect	Brooks Sr. CAD Des	Jorge CAD I	Hornett Sr. CAD Des	Croak Sr. CAD Des	Featherstone Const Man 2	River Irv Cr	Mowit Irv Cr	Calle Irv Cr	Kalis Irv Cr	Carty Irv Te	Meunier Admin	Perez Engr. 1	Brownson Const Man 1	Abney I&C/Sr. CAD Des		TOTAL BY TASK UNWEIGHTED	TOTAL BY TASK WEIGHTED
	$72.12	####	$50.00	$43.00	####	$38.50	$39.50	$31.00	$50.00	$34.00	$32.25	$33.25	$43.75	$39.00	$33.00	####	$33.50	$33.75	$35.00	####	####	####	####	####	$26.00	$26.00	$34.00	$35.00	$0.00		
PUBLIC WORKS DEPARTMENT																															
																														$0.00	$0.00
																														$0.00	$0.00
HRS.--SUBTOTAL	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	0.0	0.0		
$.--SUBTOTAL	$0.00	####	$0.00	$0.00	####	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	####	$0.00	$0.00	$0.00	####	####	####	####	####	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,000.00
	Frederiksen Sr. Proj Mgr	Peene Proj E	Flynn Proj. Engr 2	Jackson Engr. 2	leFord Engr.	Dunko Engr. 2	Goldman Engr. 2	Bennet Eng. 1	Saintenoy Sr. Land Sur	Supor Sr CAD Des	Raudenbush Sr. CAD Des	Mace Sr. CAD Des	Novakovich Architect	Chaluga Architect	Brooks Sr. CAD Des	Jorge CAD I	Hornett Sr. CAD Des	Croak Sr. CAD Des	Featherstone Const Man 2	River Irv Cr	Mowit Irv Cr	Calle Irv Cr	Kalis Irv Cr	Carty Irv Te	Meunier Admin	Perez Engr. 1	Brownson Const Man 1	Abney I&C/Sr. CAD Des			
	$72.12	####	$50.00	$43.00	####	$38.50	$39.50	$31.00	$50.00	$34.00	$32.25	$33.25	$43.75	$39.00	$33.00	####	$33.50	$33.75	$35.00	####	####	####	####	####	$26.00	$26.00	$34.00	$35.00	$0.00		
UTILITIES DEPARTMENT																															
																														$0.00	$0.00
																														$0.00	$0.00
HRS.--SUBTOTAL	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	0.0	0.0		
$.--SUBTOTAL	$0.00	####	$0.00	$0.00	####	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	####	$0.00	$0.00	$0.00	####	####	####	####	####	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
TOTAL: 13.00 -																														$0.00	$2,000.00

CONSULTANTS / SUBCONTRACTORS / MISCELLANEOUS WORK		TOTAL BY TASK UNWEIGHTED	TOTAL BY TASK UNWEIGHTED
PUBLIC WORKS DEPARTMENT	person Robot @ $1,000.00 Per Day X 10.0 Days =	$10,000.00	$10,000.00
	UTILITY LOCATES (SUBCONSULTANT - EARTH VIEW)	$0.00	$0.00
	GEOTECHNICAL (SUBCONSULTANT - VELOCITY)	$9,210.00	$9,210.00
	PROJECT INFORMATION OFFICER (PIO) (SUBCONSULTANT - GCA)	$29,492.07	$29,492.07
		$0.00	$0.00
		$0.00	
UTILITIES DEPARTMENT	person Robot @ $1,000.00 Per Day X 10.0 Days =	$10,000.00	$10,000.00
	UTILITY LOCATES (SUBCONSULTANT - EARTH VIEW)	$17,860.00	$17,860.00
	GEOTECHNICAL (SUBCONSULTANT - VELOCITY)	$12,181.00	$12,181.00
	PROJECT INFORMATION OFFICER (PIO) (SUBCONSULTANT - GCA)	$14,745.03	$14,745.03
		$0.00	$0.00
		$0.00	
CONSULTANTS / SUBCONTRACTORS / MISCELLANEOUS WORK		$105,089.10	$105,089.10

TOTAL ESTIMATED PROJECT COST - PUBLIC WORKS DEPARTMENT	$119,181.75	$215,642.91
TOTAL ESTIMATED PROJECT COST - UTILITIES DEPARTMENT	$93,915.11	$147,424.58
TOTAL ESTIMATED PROJECT COST - NOT TO EXCEED	$213,096.86	$363,067.49

Total Employee Hours

Frederiksen	Peene	Flynn	Jackson	leFord	Dunko	Goldman	Bennet	Saintenoy	Supor	Raudenbush	Mace	Novakovich	Chaluga	Brooks	Jorge	Hornett	Croak	Featherstone	River	Mowit	Calle	Kalis	Carty	Meunier	Perez	Brownson	Abney	Total Hours
98.0	0.0	271.0	212.0	0.0	292.0	409.0	16.0	32.0	460.0	12.0	30.0	44.0	45.0	130.0	0.0	218.0	80.0	92.0	0.0	0.0	0.0	0.0	0.0	81.0	34.0	140.0	74.0	2775.0
3.53%	####	9.77%	7.64%	####	10.52%	14.74%	0.58%	1.15%	16.58%	0.43%	1.08%	1.59%	1.44%	4.32%	####	7.86%	2.88%	3.32%	####	####	####	####	####	2.92%	1.23%	5.77%	2.67%	100.00%

PUBLIC WORKS

Frederiksen	Peene	Flynn	Jackson	leFord	Dunko	Goldman	Bennet	Saintenoy	Supor	Raudenbush	Mace	Novakovich	Chaluga	Brooks	Jorge	Hornett	Croak	Featherstone	River	Mowit	Calle	Kalis	Carty	Meunier	Perez	Brownson	Abney	Total Hours
39.0	0.0	254.0	113.0	0.0	110.0	301.0	16.0	16.0	244.0	6.0	30.0	42.0	40.0	120.0	0.0	144.0	40.0	40.0	0.0	0.0	0.0	0.0	0.0	40.0	34.0	80.0	74.0	1787.0

UTILITIES

Frederiksen	Peene	Flynn	Jackson	leFord	Dunko	Goldman	Bennet	Saintenoy	Supor	Raudenbush	Mace	Novakovich	Chaluga	Brooks	Jorge	Hornett	Croak	Featherstone	River	Mowit	Calle	Kalis	Carty	Meunier	Perez	Brownson	Abney	Total Hours
59.0	0.0	17.0	99.0	0.0	182.0	108.0	0.0	16.0	216.0	6.0	0.0	2.0	5.0	10.0	0.0	72.0	40.0	52.0	0.0	0.0	0.0	0.0	0.0	41.0	0.0	60.0	0.0	988.0

EXHIBIT I

Personnel Qualifications

Attached

EXHIBIT I – PERSONNEL QUALIFICATIONS

Classification	Min Yrs. Exp.	License Requirements	Role Synopsis and Progression
Engineer 1	0	BS or BA & EIT or PE Required	Entry level, EIT Certification with BS degree. Performs calculations and design tasks under immediate and daily supervision.
Engineer 2	3	BS or BA & EIT or PE Required	Typically has 3-5 years of experience. Trusted developing engineer, preparing for PE registration. Capable of performing tasks with general guidance and minimal supervision.
Project Engineer 1	5	BS or BA & PE Required	Newly registered PE and/or has PHD, taking leadership and ownership of projects or significant project tasks. Responsible for direct client interface on questions of technical nature. Heavily relied on by Project Manager. Limited project management responsibilities on small projects.
Project Engineer 2	10	BS or BA & PE Required	Has significant coordination responsibly for large project tasks and/or various engineering disciplines.
Sr. Engineer 1	15	BS or BA & PE Required	Relied on for design team leadership & QA on complex projects. May be designated as the Project Manager on less complex projects.
Sr. Engineer 2	20	BS or BA & PE Required	Typically, responsible for the most complex technical designs and has QA oversight for the entire project. Provides a higher level of expertise in specialized areas.
Sr. Engineer 3	25	BS or BA & PE Required	Considered a regional expert in a specialized discipline of engineering. Provides highest level of QA/QC and engineering design leadership for the most complex projects.
Sr. Project Manager	15	BS or BA & PE or PG Required	Primary interface with client. Entrusted to function independently on behalf of firm with regard to contracts, change orders, business development with existing and new clients, critical decisions and negotiations with clients. Coordinating and leading project teams. Clients see as a preferred point of contact.
Architect	10	BS or BA & AIA Registration Req.	Typically has 10 years or more experience, licensed architect with diverse knowledge of architecture principles and practices. Responsible for finished plans, specifications and material approvals. Is also responsible for large project tasks and/or deliverables. May supervise a small staff of architects and technicians.
Construction Administrator	8	High School or GED; Associates degree preferred	Responsible for handling and organizing administrative documentation associated with construction services. Responsible for reviewing status of construction services being provided against timelines and schedules.

Classification	Min Yrs. Exp.	License Requirements	Role Synopsis and Progression
Construction Project Representative 1	5	High School or GED	With routine supervision, evaluates construction projects. Determines compliance with building codes, ordinances, zoning regulations and contract specifications.
Construction Project Representative 2	10	High School or GED	Evaluates construction projects to determine compliance with building codes, ordinances, zoning regulations and contract specifications. Works with less on-site supervision, however, reports directly to a more experienced construction project representative.
Construction Manager 1	15	High School or GED	Responsible for supervision of construction project representatives on large scale projects. Duties may also include training and mentoring, balancing workload and making project recommendations.
Construction Manager 2	20	High School or GED	Responsible for supervision of construction project representatives on large scale projects. Duties may also include training and mentoring, balancing workload and making project recommendations. Has more senior experience than a Construction Manager 1.
Survey Technician	2	High School or GED	Rodman or surveying capable of performing with less detailed instruction. Works under the direction of a survey crew chief.
Survey Crew Chief	5	High School or GED	Supervisor of survey crew working under the direction of a Licensed Surveyor.
Sr. Land Surveyor	10	PLS Required	Must be licensed Land Surveyor in the State of Florida; Involved in survey data/drawings production process under guidance of engineers or more senior survey staff. Provides Survey Leadership to Technicians, CAD staff, and or less experienced Surveyors for production of survey data/drawings for clients. Responsible for QA/QC of own work and work of others.
Sr. CAD designer	10	High School or GED; Associates Degree Preferred	Performs many of the less complex tasks typically performed by engineers/architects with significant independence; typically spending 70% of the time actually designing for engineer/architect's approval; designs at a level comparable to an experienced EIT or non-licensed architect; works with clients and consultants to ensure that deliverables will be properly formatted and all data can be exchanged efficiently. Prepares complete set(s) of complex drawings.

Classification	Min Yrs. Exp.	License Requirements	Role Synopsis and Progression
CAD Technician 1	2	High School or GED	Performs standard CAD assigned duties. Performs some more advanced CAD duties as part of training and development. Resolves routine questions and problems and defers more complex issues to higher levels.
CAD Technician 2	5	High School or GED; Associates preferred	Edits to plan sheets are more advanced, yet still supervised; produces exhibits, details and maps from concept drawings or sketches, performs unsupervised simple calculations; more advanced calculations are supervised; detailed instruction provided only on new work assignments; begins to get non-routine assignments; able to recognize gaps in knowledge and proactively seeks guidance. Duties and tasks are frequently non-routine. Resolves most questions and problems and refers only the most complex issues to higher level.
Project Administrator	8	High School or GED; Associates preferred	Integrated with the technical production process and is relied on to understand the needs of the project team and apply skill set to areas of need without instructed to do so.
Project Analyst	5	High School or GED Associates preferred	Typically, responsible for an accounting process such as Accounts Payable or Accounts Receivable.
Scientist	3	BS or BA Required	Trusted "junior" scientist. Becoming a relied upon resource for technical work product.
Sr. Scientist 1	5	BS or BA Required	Takes on leadership and ownership or projects or significant project tasks and deliverables. Management comfortable with employee having direct client interface. Heavily relied on by Project Manager.
Sr. Scientist 2	10	BS or BA Required	Clearly understands/grasps the implications of scientific findings and their relationship to engineering solutions.
Project Manager	10	BS or BA & PE or PG Required	Coordinates and leads project teams. Demonstrates high level of competency in project accounting. Functions independently with regard to contracts and change orders.
Operations Manager	20	BS or BA & PE Required	Responsible for ensuring project quality and client satisfaction with specific geographic, client and/or market sectors. Coordinates with and/or supervises project managers or other professionals performing work within the programs.

Classification	Min Yrs. Exp.	License Requirements	Role Synopsis and Progression
GIS Specialist I	0-3	High School or GED; A.A.S. preferred in GIS or other related technical field of study	Performs skilled digital mapping involving preparation and maintenance of digital maps, converting hand drawn maps into a digital format for use in a Geographic Information System (GIS), managing data in such a way that historical records will reflect changes; ArcGIS experience including but not limited to constructing polygons using coordination geometry, heads up digitizing over imagery, mixed project creation, use and manipulation of geodatabases.
GIS Specialist II	3-5	High School or GED; A.A.S. in GIS or other related technical field of study and plus 3-5 years of experience	Performs all of the duties of a GIS Specialist I with less guidance and supervision, plus: the ability to perform more advanced editing functions and query related operations; performs more of a supervision/mentor role to those in the position of GIS Specialist I.
Sr. GIS Analyst	6	BS or PA plus 6 years if no degree, 8 years of experience	4-year degree (or equivalent combination of education and experience) that includes GIS coursework with typically 6+ years of experience, including responsible ownership of GIS projects or significant tasks. Has strong understanding of GIS methodologies and GIS technology. Able to mentor and supervise other GIS analysts and review and direct their work.
I&C Project Manager	5	BS or BA & PE or if no degree 5 years of experience in related field	Coordinates and leads project teams. Demonstrates high level of competency in project accounting. Functions independently with regard to contracts and change orders. Has knowledge of industrial control systems or motor control centers or security/surveillance systems or power generating equipment.
I&C Engineer 3	3	BS or BA & PE Required	Typically has 3-5 years of experience. Trusted developing engineer. Capable of performing tasks with general guidance and minimal supervision. Has knowledge of industrial control systems or motor control centers or security/surveillance systems.
I&C Sr CAD Designer	5	High School or GED; Associates Preferred	Performs many of the less complex tasks typically performed by engineers with significant independence; typically spending 70% of the time actually designing for engineer approval; works with clients and consultants to ensure that deliveries will be properly formatted and that data can be exchanged efficiently; prepare complete sets of complex drawings.

Classification	Min Yrs. Exp.	License Requirements	Role Synopsis and Progression
I&C Field Engineer	5	BS or PA plus 6 years if no degree, 8 years of experience	Responsible for installation and/or maintenance of industrial control systems, analytic systems, high power equipment, electronic surveillance and access control. Coordinates with city personnel and contractors to perform work outlined in contracts.
* Hydrogeologist 1	0-3	BS or BA Required	Entry level with BS degree. Performs calculations and design tasks under immediate and daily supervision.
Hydrogeologist 2	3	BS or BA & preparing for PG	Typically has 3-5 years of experience. Trusted developing engineer, preparing for PG registration. Capable of performing tasks with general guidance and minimal supervision.
* Project Scientist 1	5	BS or BA & PG Required	Newly registered PG and/or has PHD, taking leadership and ownership of projects or significant project tasks. Responsible for direct client interface on questions of technical nature. Heavily relied on by Project Manager. Limited project management responsibilities on small projects.
* Project Scientist 2	10	BS or BA & PG Required	Has significant coordination responsibilities for large project tasks and deliverables for various engineering disciplines.
* Sr. Hydrogeologist 1	15	BS or BA & PG Required	Relied on for design team leadership & QA on complex projects. May be designated as the project Manager on less complex projects.
* Sr. Hydrogeologist 2	20	BS or BA & PG Required	Typically has responsibility for the most complex technical designs and has QA oversight for the work project. Provides higher level expertise in specialized areas.
* Sr. Hydrogeologist 3	25	BS or BA & PG Required	Considered a regional expert in a specified discipline of engineering. Provides highest level of QA/QC and engineering design leadership for the most complex projects.
Surface/Ground Water Hydrogeologist	3	BS or BA & PG or PE	Typically has 3-5 years of experience. Trusted developing engineer, registered as PG or PE. Has specialized experience in integrated surface/ground water modeling. Capable of performing tasks with general guidance and minimal supervision.
* Sr. Surface/Ground Water Hydrogeologist 1	15	MS & PG or PE Required	Relied on for design team leadership & QA on complex projects. Has specialized experience in integrated surface/ground water modeling. May be designated as the project Manager on less complex projects.
* Sr. Surface/Ground Water Hydrogeologist 2	20	MS & PG or PE Required	Typically has responsibility for the most complex technical designs and has QA oversight for the work project. Has specialized experience in integrated surface/ground water modeling. Provides higher level expertise in specialized areas.

Classification	Min Yrs. Exp.	License Requirements	Role Synopsis and Progression
Clerical	0-3 yrs	High School or GED	Receives Direction and review from Project Team Members to assist with clerical tasks; Assists to prepare and organize visual exhibits. Engaged in Office Work
Senior Clerical	3-5 yrs.	High School or GED; Associates Preferred	Provide complete administrative support to department or project. Approves clerical staff work.
Principal in Charge	20	BS or BA & PE Required	The Principal in Charge is a Registered Professional Engineer who holds full project responsibility and authority to represent the firm. It is his responsibility to assure that all necessary corporate and staff resources are available. The authority of the Principal in Charge, combined with an extensive understanding of the work to be performed, provides the project team and staff with strong leadership, technical direction and expert supervisory guidance of all work undertaken by the firm. The Principal is ultimately the lead for the firm.

EXHIBIT J

Truth in Negotiations

Form

Attached

CITY OF CAPE CORAL

DESIGNER / ENGINEER / CONSTRUCTION MANAGER

TRUTH-IN-NEGOTIATIONS

For Negotiated Fees

The undersigned hereby certifies under the penalties of perjury that the wage rate and other costs used to support its compensation are accurate, complete and current at the time of contracting.

The undersigned agrees that the original contract price and any additions to the contract may be adjusted within one year of completion of the contract to exclude any significant amounts if the City determines that the fee was increased by such amounts due to inaccurate, incomplete or non-current wage rates or other costs.

Company Name: Q. Grady Minor & Associates, P.A.

Project Title: RFP-PW18-19/MC, Design of Nicholas Parkway Access Management and Median Curbing Improvements

Representative Name: Mark W. Minor

Representative Title: President

Representative Signature: _____

Date Signed: 8/28/2018

This is in compliance to FS 287.055

Notary Name: Tiffany Bray

Notary Address: 3800 Via Del Rey
Bonita Springs, FL 34134

County: Lee

Notary Date: 8/28/18

Notary Seal:

NOTARY PUBLIC STATE OF FLORIDA

TIFFANY BRAY
MY COMMISSION # FF 944823
EXPIRES: March 1, 2020
Bonded Thru Budget Notary Services

CITY OF CAPE CORAL

DESIGNER / ENGINEER / CONSTRUCTION MANAGER

TRUTH-IN-NEGOTIATIONS

For Negotiated Fees

The undersigned hereby certifies under the penalties of perjury that the wage rate and other costs used to support its compensation are accurate, complete and current at the time of contracting.

The undersigned agrees that the original contract price and any additions to the contract may be adjusted within one year of completion of the contract to exclude any significant amounts if the City determines that the fee was increased by such amounts due to inaccurate, incomplete or non-current wage rates or other costs.

Company Name: Velocity Engineering Services, LLC

Project Title: Design of Nicholas Parkway Access Management + Median Curbing Improvements

Representative Name: Christopher Pacitto

Representative Title: President (managing member)

Representative Signature:

Date Signed: 8/8/18

This is in compliance to FS 287.055

Notary Name: Susan Kreutzer

Notary Address: 11522 Golden Oak Terrace
Fort Myers, FL 33913

County: Lee

Notary Date: 8/8/18

Notary Seal:

SUSAN KREUTZER
MY COMMISSION # FF 136247
EXPIRES: September 10, 2018
Bonded Thru Notary Public Underwriters

CITY OF CAPE CORAL

DESIGNER / ENGINEER / CONSTRUCTION MANAGER

TRUTH-IN-NEGOTIATIONS

For Negotiated Fees

The undersigned hereby certifies under the penalties of perjury that the wage rate and other costs used to support its compensation are accurate, complete and current at the time of contracting.

The undersigned agrees that the original contract price and any additions to the contract may be adjusted within one year of completion of the contract to exclude any significant amounts if the City determines that the fee was increased by such amounts due to inaccurate, incomplete or non-current wage rates or other costs.

Company Name: EarthView, LLC

Project Title: Design of Nicholas Parkway Access Management and Median Curbing Improvements

Representative Name: Allison Murrell

Representative Title: President

Representative Signature: Allison Murrell

Date Signed: 08/08/18

This is in compliance to FS 287.055

Notary Name: Isa Carreras

Notary Address: 3494 Shearwater St.
Naples, FL. 34117

County: Collier

Notary Date: 08/08/18

Notary Seal:

ISA CARRERAS
Commission # GG 1288
My Commission Expires
June 13, 2020

CITY OF CAPE CORAL

DESIGNER / ENGINEER / CONSTRUCTION MANAGER

TRUTH-IN-NEGOTIATIONS

For Negotiated Fees

The undersigned hereby certifies under the penalties of perjury that the wage rate and other costs used to support its compensation are accurate, complete and current at the time of contracting.

The undersigned agrees that the original contract price and any additions to the contract may be adjusted within one year of completion of the contract to exclude any significant amounts if the City determines that the fee was increased by such amounts due to inaccurate, incomplete or non-current wage rates or other costs.

Company Name: Quest Corporation of America, Inc

Project Title: Design of Nicholas Parkway Access Management

Representative Name: Diane Hackney

Representative Title: Assistant VP

Representative Signature: Diane Hackney

Date Signed: 10/30/18

This is in compliance to FS 287.055

Notary Name: Lori Morgan

Notary Address: 17220 Camelot Court
Land O' Lakes, FL 34638

County: Pasco

Notary Date: 10/30/18

Notary Seal:

Item Number:	**B.(2)**
Meeting Date:	**12/10/2018**
Item Type:	**CONSENT AGENDA**

AGENDA REQUEST FORM
CITY OF CAPE CORAL

TITLE:
Resolution 260-18 Approve the Selection Advisory Committee (SAC) ranking of the Request for Proposal (RFP) RFP-UT18-97/MC to engage a firm to provide Professional Design Services for the Southwest Water Reclamation Facilities Operations Building project and authorize the City Manager or Designee to enter into negotiation with the number one ranked firm, Stantec Consulting Services Inc. Department: Utilities; Dollar Value: N/A; (Fund: N/A)

REQUESTED ACTION:
Approve or Deny

STRATEGIC PLAN INFO:

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

   If Yes, Priority Goals Supported are listed below.

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

ELEMENT 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. On August 15, 2018, a Request for Proposal RFP- UT18-97/MC was issued seeking qualified firms to provide Professional Design Services for the Southwest Water Reclamation Facilities Operations Building project.
2. On September 21, 2018, three (3) firms responded to the RFP. The three (3) firms in alphabetical order are: CPH, Inc., JVB Architect, and Stantec Consulting Services Inc.
3. Proposals were evaluated based on City of Cape Coral, Code of Ordinance Article VII: Purchase and Sale of Real and Personal Property Section 2-144 (h) Consultant's Competitive Negotiation Act.
4. On November 14, 2018, the Selection Advisory Committee (SAC) interviewed the three (3) firms recommended by the internal evaluation committee. The SAC ranked the firms in the following order: #1 Stantec Consulting Services Inc.; #2 CPH, Inc.; #3 JVB Architect.
5. Upon Council approval, staff will begin contract negotiations with the #1 ranked firm and will bring back a contract for Council approval. In the event that the City is unable to negotiate a contract with the #1 ranked firm, staff will begin negotiations with the #2 ranked firm and so on.
6. The negotiated contract will be brought forward to Council for approval on a later date

7. Funding Information: N/A

LEGAL REVIEW:
N/A

EXHIBITS:
SAC Recommendation
Resolution 260-18
SAC Summary Matrix

PREPARED BY:

Wanda Roop	Division- Procurement	Department- Finance

SOURCE OF ADDITIONAL INFORMATION:
Jeff Pearson, Utilities Director
Selection Advisory Committee

ATTACHMENTS:

	Description	Type
🗋	SAC Recommendation	Backup Material
🗋	Resolution 260-18	Resolution
🗋	SAC Summary Matrix	Backup Material

CITY OF CAPE CORAL
FINANCIAL SERVICE DEPARTMENT

TO: John Szerlag, City Manager

FROM: Wanda Roop, SAC Chairperson, WRoop
Procurement Manager

DATE: November 15, 2018

SUBJECT: Selection Advisory Committee (SAC) recommendation for RFP-UT18-97/MC Request for Proposal – Professional Design Services for the Southwest Water Reclamation Facilities Operations Building

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On September 21, 2018, three (3) proposals were received for the Professional Design Services for the Southwest Water Reclamation Facilities Operations Building - Request for Proposal (RFP), RFP-UT18-97/MC.

An evaluation committee reviewed the three (3) proposals and recommended all three (3) firms to the Selection Advisory Committee (SAC). The three (3) firms, listed in alphabetical order, were CPH, Inc.; JVB Architect, and Stantec Consulting Services Inc..

The firms made a presentation, to the Selection Advisory Committee (SAC), on November 14, 2018 and were evaluated based on the proposer's ability to demonstrate understanding of the City's requirements and plans for meeting them; the professional qualifications and related staff experience; the prior experience and references of the firm; prior experience with the City of Cape Coral, the size and organizational structure of the firm, local vendor preference and Small Business Certification status

The SAC, based on the presentations given by the three (3) firms, ranked the firms as follows:

#1 Stantec Consulting Services Inc.
#2 CPH, Inc.
#3 JVB Architect

The recommendation for approval of ranking and entering negotiation with the #1 ranked firm will be presented to City Council for approval on December 10, 2018.

MC/WR

c: SAC members
Evaluation Committee

RESOLUTION 260 – 18

A RESOLUTION OF THE CITY OF CAPE CORAL COUNCIL DIRECTING THE CITY MANAGER OR DESIGNEE TO NEGOTIATE A CONTRACT FOR PROFESSIONAL DESIGN SERVICES FOR THE SOUTHWEST WATER RECLAMATION FACILITIES OPERATIONS BUILDING PROJECT BASED ON THE SELECTION ADVISORY COMMITTEE RANKINGS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, on August 15, 2018, the City issued Request for Proposal RFP-UT18-97/MC for Professional Design Services for the Southwest Water Reclamation Facilities Operations Building project; and

WHEREAS, the City received three (3) proposals; and

WHEREAS, the proposals were evaluated based on the criteria set forth in the City of Cape Coral Code of Ordinances, Section 2-144(h), Consultants' Competitive Negotiation Act; and

WHEREAS, on November 14, 2018, the SAC interviewed the three firms and ranked the firms as follows: Stantec Consulting Services, Inc., ranked #1; CPH, Inc., ranked #2; and JVB Architect, ranked #3; and

WHEREAS, City Staff has completed the selection process in accordance with the City of Cape Coral Code of Ordinances, Section 2-144, Procurement Procedures; and

WHEREAS, the City Council has carefully considered the recommendation of the SAC, has reviewed the qualifications of the firms, and accepts the ranking of the firms by the SAC.

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

Section 1. The City Council hereby accepts the ranking of the SAC and directs the City Manager or his designee to begin negotiations with the #1 ranked firm and to bring the contract to City Council for approval.

Section 2. In the event the City Manager is unable to reach agreement on a Contract with the #1 ranked firm, the City Manager or his designee will begin negotiations with the #2 ranked firm, and so on.

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

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

_____
KIMBERLY BRUNS
INTERIM CITY CLERK

APPROVED AS TO FORM:

Dolores D. Menendez

DOLORES D. MENENDEZ
CITY ATTORNEY

res/SAC Ranking – SW Water Reclamation Facility Operations Building

City of Cape Coral

Selection Advisory Committee (SAC)

November 14, 2018

Proposal Matrix - RFP-UT18-97/MC Professional Design Services for the Southwest Water Reclamation Facilities Operations Building

Average scores of the SAC Members (6)

Proposer	Understanding of City's Requirements and Plans for Meeting Them Possible Points = 25	Professional Qualifications, Related Experience and Adequacy of Personnel Possible Points = 20	Qualification / Experience of Key Personnel and Team Possible Points = 20	Team Management & Ability to Complete Work (size and organization structure) Possible Points = 20	Prior Experience and References Possible Points = 10	Prior Experience with City of Cape Coral Possible Points = 5	Local Professional Possible Points= (0-10)	Small Busines, Minority, Woman's (SWMBE) Possible Points (5)	**Total**	**Ranking**
CPH, Inc. 5601 Mariner St, Tampa, FL. 33609	19.5	16.2	15.8	15.2	6.8	3.5	0.0	0.0	77.0	2
JVB Architect 1719 N. Howard Ave. Tampa, FL. 33607	19.0	15.7	14.3	15.8	6.3	1.7	0.0	0.0	72.8	3
Stantec Consulting 5801 Pelican Bay Blvd Naples, FL. 34108	22.0	19.0	18.3	17.8	8.5	3.8	0.0	0.0	89.5	**1**

Item Number:	**B.(3)**
Meeting Date:	**12/10/2018**
Item Type:	**CONSENT AGENDA**

AGENDA REQUEST FORM
CITY OF CAPE CORAL

TITLE:
Resolution 264-18 Approve Purchase Orders to Wallace International Trucks, Inc. via a piggyback of Lee County RFP #R167278RC contract for school bus parts, repairs and maintenance for an annual amount of $60,000 and via a Sole Source for the repair of International Heavy Equipment/Truck for an annual amount of $30,000 not to exceed budgetary limits, and authorize the City Manager or designee to execute the Purchase Orders. The Lee County Bid was competitively solicited and awarded, to the lowest responsive responsible bidders respectively, in January 2017; For the Sole Source – Wallace International is the only authorized dealer for Navistar/International Trucks in Lee County; Department: Public Works; Estimated Annual Dollar Value $90,000; (Internal Services Fund)

REQUESTED ACTION:
Approve or Deny

STRATEGIC PLAN INFO:

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

PLANNING & ZONING/HEARING EXAMINER/STAFF RECOMMENDATIONS:

SUMMARY EXPLANATION AND BACKGROUND:

1. On June 4, 2018, Council approved Resolution 128-18, allowing a six (6) month best practice analysis of the Charter Schools. At that time, it was deemed that Public Works Fleet Management would begin maintaining the Charter School buses.
2. The City has thirty (30) International trucks and nineteen (19) school buses; this number includes six (6) frontline Fire vehicles. It is imperative that Fleet Management has a vendor that can supply parts, repairs, and maintenance of these trucks and buses.
3. The City is requesting to piggyback a Lee County School RFP #R167278RC for school bus repairs, which was competitively bid and awarded on January 24, 2017. The term of the contract is from January 24, 2017 to January 23, 2020, with renewal options for three additional one-year periods.
4. Staff recommends utilizing the Lee County RFP #R167278RC, based on the annual spend, the competitive process, and efficiencies. This request 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”.

5. Staff recommends the approval of a sole source purchase for heavy truck parts and repairs. Due to Wallace International designation as the only authorized dealer for Navistar/International trucks, engine parts and service in Lee County. The procurement is in accordance with the City of Cape Coral Code of Ordinances Article VII: Purchase and Sale of Real and Personal Property Section 2-144 (C) Sole and Single Source purchases.
6. If the piggyback is approved by Council the term would be effective from approval date and follow the expiration of the Lee County bid or sooner, if necessary.
7. If the sole source is approved it would be effective for FY2019 only.
8. This is a budgeted item in Fiscal Year 2019.
9. Funding: 500241.634120 Internal Services Fund (Fleet Repairs Operations-Outside Services)

LEGAL REVIEW:

EXHIBITS:
Department Recommendation Memo
Resolution 264-18
Lee County Bid Tabulation- #R167278RC
Lee County Award
Navistar Sole/Single Source Letter for Wallace

PREPARED BY:

Wanda Roop	Division- Procurement	Department- Finance

SOURCE OF ADDITIONAL INFORMATION:
Paul Clinghan, Public Works Director

ATTACHMENTS:

	Description	Type
🗋	Department Recommendation	Backup Material
🗋	Resolution 264-18	Resolution
🗋	Lee County Bid Tabulation- #R167278RC	Backup Material
🗋	Lee County Award	Backup Material
🗋	Wallace Sole Source Letter 2019	Backup Material

MEMORANDUM

CITY OF CAPE CORAL
PUBLIC WORKS DEPARTMENT

FINANCE
NOV 09 2018
RECEIVED

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

FROM: Paul Clinghan, Public Works Director
Marilyn Rawlings, Fleet Manager MR PRC

DATE: November 6, 2018

SUBJECT: Wallace International Trucks

Background

Public Works Fleet Management Division utilizes Wallace International Trucks to perform repairs and maintenance on heavy trucks, including Fire Department vehicles. This vendor is a sole source provider for the parts and service.

On June 4, 2018, Council approved Resolution 128-18, allowing a six (6) month best practice analysis of the Charter Schools. At that time, it was deemed that Fleet Management would begin maintaining school buses. The City is piggybacking a Lee County School bid RFP #R167278RC for school bus repairs, which was competitively bid and awarded on January 24, 2017.

The City has thirty (30) International trucks and nineteen (19) school buses; this number includes six (6) frontline fire vehicles. It is imperative that the Fleet Management have a vendor that can supply parts, repairs, and maintenance of these trucks and buses. Currently, there is a bus with repair expenses of over $13,000 and additional repairs to this same bus are required. Fleet Management is anticipating the annual expenditures to this vendor surpassing the $50,000 limit therefore requiring City Council approval.

Recommendation

Public Works staff recommends awarding the piggyback of Lee County bid RFP #R167278RC for school bus repairs for an estimated annual expenditure of $60,000 not to exceed budgetary limits and approve a sole source award for heavy truck parts, repairs and maintenance for an estimated annual expenditure of $30,000 not to exceed budgetary limits to Wallace International.

Fund Availability

Funds are budgeted for this expense in 500241.634120 and estimated at $90,000.

If you have any questions, please contact Marilyn Rawlings, Fleet Manager at 239-574-3560.

RESOLUTION 264 – 18

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CAPE CORAL, FLORIDA, APPROVING THE PURCHASE OF SCHOOL BUS PARTS, REPAIRS, AND MAINTENANCE FROM WALLACE INTERNATIONAL TRUCKS, INC., UNDER THE SCHOOL DISTRICT OF LEE COUNTY RFP #R167278RC; APPROVING THE PURCHASE OF INTERNATIONAL HEAVY TRUCK PARTS AND REPAIRS FROM WALLACE INTERNATIONAL TRUCKS, INC., AS THE SOLE SOURCE PROVIDER; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE THE PURCHASE ORDERS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Fleet Management Division is responsible for the repair and maintenance of thirty International heavy trucks and nineteen school buses and requires the services of a vendor that can supply parts, repairs, and maintenance for these heavy trucks and school buses; and

WHEREAS, the School District of Lee County competitively bid and awarded RFP #R167278RC for school bus repairs to Wallace International Trucks, Inc., with a contract term from January 24, 2017, to January 23, 2020, with the option to renew for three additional one-year periods; 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 utilize The School District of Lee County RFP #R167278RC for the purchase of school bus parts, repairs, and maintenance; and

WHEREAS, the City Council desires to approve the purchase of school bus parts, repairs, and maintenance from Wallace International Trucks, Inc., in accordance with The School District of Lee County RFP #R167278RC, for an annual amount not to exceed $60,000;

WHEREAS, Wallace International Trucks, Inc., is designated as the only authorized dealer for Navistar/International trucks, engine parts, and service in Lee County; and

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

WHEREAS, the Procurement Manager has determined that the required heavy truck parts, repairs, and maintenance are only available from one source, Wallace International Trucks, Inc., as the only authorized dealer for Navistar/International trucks, engine parts, and service in Lee County; and

WHEREAS, the City Council desires to approve the purchase of heavy truck parts and repairs from Wallace International Trucks, Inc., as the single source provider, for an annual amount not to exceed $30,000.

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

Section 1. The City Council hereby approves the purchase of school bus parts, repairs, and maintenance from Wallace International Trucks, Inc., in accordance with The School District of Lee County RFP #R167278RC, for an annual amount not to exceed $60,000, and authorizes the City Manager or his designee to execute the purchase orders.

Section 2. The City Council hereby approves the purchase of heavy truck parts and repairs from Wallace International Trucks, Inc., as the single source provider, for an annual amount not to exceed $30,000, and authorizes the City Manager or his designee to execute the purchase orders.

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

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

_____
KIMBERLY BRUNS
INTERIM CITY CLERK

APPROVED AS TO FORM:

Dolores D. Menendez

DOLORES D. MENENDEZ
CITY ATTORNEY
res/Piggyback & Sole Source-Wallace Internatioal

THE SCHOOL DISTRICT OF LEE COUNTY DEPARTMENT OF PROCUREMENT SERVICES 2855 COLONIAL BLVD. FORT MYERS, FLORIDA 33966		Auto Plus Auto Parts (IEH Auto Parts, LLC) Attn: Eric H. Levy 901 N Lenola Road Moorestown, NJ 08057			Chalk's Truck Parts Attn: Carol Parnell 838 McCarty Houston, TX 77029			Florida Transportation Systems, Inc. Attn: Doug Revelle 7703 Industrial Lane Tampa, FL 33637		
Vehicle Parts and Service		Phone: (856) 778-1400			Phone: (713) 672-6344			Phone: (813) 980-0174		
RFP NO. R167278RC		Fax: (856) 439-5903			Fax: (713) 672-2665			Fax: (813) 985-7874		
OPENING DATE: TUESDAY, NOVEMBER 22, 2016 @ 2:00 PM		Email: s498@autoplusap.com			Email: cparnell@chalks.com			Email: drevelle@fts4buses.com		
ITEM NO.	**A - New Alternator & Starters**	NON RESPONSIVE				**Parts Discount off MSRP**	**Warranty Period**		**Parts Discount off MSRP**	**Warranty Period**
1.	Manufacturer/ Brand				NO BID		**3 years**	NO BID		**3 years**
2.	Manufacturer/ Brand				NO BID		**3 years**	NO BID		**3 years**
3.	Manufacturer/ Brand				NO BID		**3 years**	NO BID		**3 years**
4.	Manufacturer/ Brand				NO BID		**5 years**	NO BID		**5 years**
5.	Manufacturer/ Brand				NO BID		**5 years**	NO BID		**5 years**
6.	Manufacturer/ Brand				NO BID		**5 years**	NO BID		**5 years**
7.	**Labor Rate for Installation**				NO BID	Per Hour		NO BID	Per Hour	
8.	**Labor Warranty Period**									
B - Relined Brake Parts		NON RESPONSIVE				**Parts Discount off MSRP**			**Parts Discount off MSRP**	
9.	Manufacturer/ Brand				NO BID			NO BID		
10.	Manufacturer/ Brand				NO BID			NO BID		
11.	Manufacturer/ Brand				NO BID			NO BID		
12.	RIVET PLATING FOR RELINING (TYPE):				NO BID			NO BID		
13.	**Labor Rate for Installation**				NO BID	Per Hour		NO BID	Per Hour	
14.	**Parts Warranty Period**				NO BID			NO BID		
15.	**Labor Warranty Period**				NO BID			NO BID		
C - Automotive & Equipment Filters Catalog Discount		NON RESPONSIVE				**Parts Discount off MSRP**			**Parts Discount off MSRP**	
16.	Manufacturer/ Brand				NO BID			NO BID		
17.	Manufacturer/ Brand				NO BID			NO BID		
18.	Manufacturer/ Brand				NO BID			NO BID		
19.	**Parts Warranty Period**				NO BID			NO BID		
D - OEM Bus Parts & Accessories Catalog Discount		NON RESPONSIVE				**Parts Discount off MSRP**			**Parts Discount off MSRP**	
20.	International Bus					55.00%				
21.	Thomas Built					55.00%				
22.	Bluebird					55.00%			0.00%	
23.	**Parts Warranty Period**				NORMALLY 1 YEAR DEPENDING ON PRODUCT LINE			ONE YEAR PARTS REPLACEMENT ONLY		
E - Transmissions - Remanufactured		NON RESPONSIVE			**Unit Price Delivered**	**Installation Charge Vendor Location**	**Installation Charge District Location**	**Unit Price Delivered**	**Installation Charge Vendor Location**	**Installation Charge District Location**

24.	ALLISON Model AT 545 - Remanufactured only, NO SUBSTITUTION		NO BID			NO BID		
25.	ALLISON Model 1000 - Remanufactured only, NO SUBSTITUTION		NO BID			NO BID		
26.	ALLISON Model 2000 - Remanufactured only, NO SUBSTITUTION		NO BID			NO BID		
27.	ALLISON Model 2500 PTS - Remanufactured only, NO SUBSTITUTION		NO BID			NO BID		
28.	ALLISON Model 3000 PTS - Remanufactured only, NO SUBSTITUTION		NO BID			NO BID		
29.	**Balance of Line Discount off MSRP**		NO BID			NO BID		
30.	**Labor Rate for Diagnostics**		NO BID	Per Hour		NO BID	Per Hour	
31.	**Parts Warranty Period (minimum 2 years)**		NO BID			NO BID		
32.	**Labor Warranty Period (minimum 2 years)**		NO BID			NO BID		
F - Fleet Vehicle Parts and After Market Parts Catalog Discount			**Parts Discount off MSRP**			**Parts Discount off MSRP**		
33.	Rebuilt Engine Parts		55%					
34.	Mounts, Suspension & Steering Parts		55%					
35.	Emission & EGR Controls, Carburetor, Fuel Injection & Exhaust Parts		55%					
36.	Belts and Hoses		55%					
37.	Cooling and Heating Parts		55%					
38.	Drive Train and Chassis Parts		55%					
39.	Rebuilt Electrical Parts							
40.	New Electrical Parts							
41.	A/C Repair Parts		55%			20%		
42.	**Balance of Line Discount off MSRP**		55%					
43.	**Parts Warranty Period**		NORMALLY 1 YEAR DEPENDING ON PRODUCT LINE			ONE YEAR PARTS REPLACEMENT ONLY		
G - Repair Service of Light Duty, Medium Duty and Buses & Parts			**Hourly Rate at Vendor Location**	**O/T Hourly Rate at Vendor Location**	**District Location Hourly Rate**	**Hourly Rate at Vendor Location**	**O/T Hourly Rate at Vendor Location**	**District Location Hourly Rate**
44.	International Bus		NO BID			NO BID		
45.	Thomas Built		NO BID			NO BID		
46.	Bluebird		NO BID			$100	$125	$85
47.	Light and Medium Duty Auto		NO BID			NO BID		
48.	Light and Medium Duty Truck		NO BID			NO BID		
49.	Heavy Duty Truck		NO BID			NO BID		
50.	Bus Inspection/ DOE Certification		NO BID			$100	$125	$85
51.	**Parts Warranty Period (minimum 1 year)**		NO BID			ONE YEAR		
52.	**Labor Warranty Period (minimum 1 year)**		NO BID			ONE YEAR		
Required Submittal Checklist		**Yes**	Yes			Yes		
Attachment A - Proposal Response Form		No	Yes			Yes		
Attachment B - Reference Form		Yes	Yes			Yes		
Attachment C - Insurance Requirements Form		Yes	Yes			Yes		
Attachment D - Addenda Acknowledgement Form		Yes	Yes			Yes		
Attachment E - Debarment Form		Yes	Yes			Yes		
Attachment F - Drug Free Workplace Certificate		Yes	Yes			Yes		
Attachment G - Public Entity Crimes Form		Yes	Yes			Yes		
Attachment H - Scrutinized Company Certification Form		Yes	Yes			Yes		
Electronic copy of proposal		No	Yes			Yes		
(1) Original and (8) copies of bid		Yes	Yes			Yes		
Warranty		No	Yes			Yes		
Copy of Proposer's business license or SunBiz webpage		Yes	Yes			Yes		
Description of Firms Business History		Yes	Yes			Yes		
ASE Certifications (Section E & G only)		N/A	N/A			N/A		
DOE Certifications (Section G only)		N/A	N/A			Yes		
Safety & Litigation Statement (Section G only)		N/A	N/A			Yes		
Manufactureres Suggested Retail Price List for each Category proposed		No	Yes			Yes		

NON RESPONSIVE

NON RESPONSIVE

THE SCHOOL DISTRICT OF LEE COUNTY DEPARTMENT OF PROCUREMENT SERVICES 2855 COLONIAL BLVD. FORT MYERS, FLORIDA 33966		J & K Auto Parts (NAPA Auto Parts) Attn: John Murdza 1820 Boyscout Drive Fort Myers, FL 33907			Jasper Engines & Transmissions Attn: Jamie Clark 815 Wernsing Road Jasper, IN 47546			Maudlin International Trucks Attn: Mike B. Maudlin 2300 South Division Avenue Orlando, FL 32805
Vehicle Parts and Service		Phone: (239) 936-4000			Phone: (800) 827-7455			Phone: (407) 849-6440
RFP NO. R167278RC		Fax: (239) 939-5675			Fax: (812) 481-0210			Fax: (321) 239-2675
OPENING DATE: TUESDAY, NOVEMBER 22, 2016 @ 2:00 PM		Email: jmurdza@cox.net			Email: bids@jasperengines.com			Email: mmaudlin@maudlinintl.com
ITEM NO.	A - New Alternator & Starters		Parts Discount off MSRP	Warranty Period		Parts Discount off MSRP	Warranty Period	NO BID
1.	Manufacturer/ Brand	Meritor	64%	3 years	NO BID		3 years	
2.	Manufacturer/ Brand	Wilson	64%	3 years	NO BID		3 years	
3.	Manufacturer/ Brand	Delco Remy	64%	3 years	NO BID		3 years	
4.	Manufacturer/ Brand	RAYLOC	56%	5 years	NO BID		5 years	
5.	Manufacturer/ Brand			5 years	NO BID		5 years	NO BID
6.	Manufacturer/ Brand			5 years	NO BID		5 years	
7.	Labor Rate for Installation		Per Hour		NO BID	Per Hour		
8.	Labor Warranty Period							
	B - Relined Brake Parts		Parts Discount off MSRP			Parts Discount off MSRP		
9.	Manufacturer/ Brand	Haldex	56%		NO BID			
10.	Manufacturer/ Brand	Eagle Grip (Meritor) new	64%		NO BID			
11.	Manufacturer/ Brand				NO BID			
12.	RIVET PLATING FOR RELINING (TYPE):				NO BID			
13.	Labor Rate for Installation	NO BID	Per Hour		NO BID	Per Hour		NO BID
14.	Parts Warranty Period	VARIES PER LINE						
15.	Labor Warranty Period	NO BID						
	C - Automotive & Equipment Filters Catalog Discount		Parts Discount off MSRP			Parts Discount off MSRP		
16.	Manufacturer/ Brand	WIX	83%		NO BID			
17.	Manufacturer/ Brand	Baldwin	73%		NO BID			
18.	Manufacturer/ Brand	Donaldson	67%		NO BID			
19.	Parts Warranty Period	VARIES PER LINE						
	D - OEM Bus Parts & Accessories Catalog Discount		Parts Discount off MSRP			Parts Discount off MSRP		
20.	International Bus	NO BID			NO BID			
21.	Thomas Built	NO BID			NO BID			NO BID
22.	Bluebird	NO BID			NO BID			
23.	Parts Warranty Period	NO BID			NO BID			
	E - Transmissions - Remanufactured	Unit Price Delivered	Installation Charge Vendor Location	Installation Charge District Location	Unit Price Delivered	Installation Charge Vendor Location	Installation Charge District Location	

24.	ALLISON Model AT 545 - Remanufactured only, NO SUBSTITUTION	NO BID			$1,623.00	NO BID	NO BID	
25.	ALLISON Model 1000 - Remanufactured only, NO SUBSTITUTION	NO BID			$2,280.00	NO BID	NO BID	
26.	ALLISON Model 2000 - Remanufactured only, NO SUBSTITUTION	NO BID			$2,280.00	NO BID	NO BID	
27.	ALLISON Model 2500 PTS - Remanufactured only, NO SUBSTITUTION	NO BID			$2,280.00	NO BID	NO BID	
28.	ALLISON Model 3000 PTS - Remanufactured only, NO SUBSTITUTION	NO BID			NO BID	NO BID	NO BID	
29.	**Balance of Line Discount off MSRP**	NO BID			13.00%	NO BID	NO BID	
30.	**Labor Rate for Diagnostics**	NO BID	Per Hour		NO BID	Per Hour	NO BID	
31.	**Parts Warranty Period (minimum 2 years)**	NO BID			2 Years, unlimited miles			
32.	**Labor Warranty Period (minimum 2 years)**	NO BID			2 Years, unlimited miles			
F - Fleet Vehicle Parts and After Market Parts Catalog Discount		**Parts Discount off MSRP**			**Parts Discount off MSRP**			
33.	Rebuilt Engine Parts	60%			NO BID			
34.	Mounts, Suspension & Steering Parts	62%			NO BID			
35.	Emission & EGR Controls, Carburetor, Fuel Injection & Exhaust Parts	63%			NO BID			
36.	Belts and Hoses	68%			NO BID			
37.	Cooling and Heating Parts	60%			NO BID			
38.	Drive Train and Chassis Parts	62%			NO BID			
39.	Rebuilt Electrical Parts	60%			NO BID			
40.	New Electrical Parts	56%			NO BID			
41.	A/C Repair Parts	53%			NO BID			
42.	**Balance of Line Discount off MSRP**	50%			NO BID			
43.	**Parts Warranty Period**	VARIES PER LINE			NO BID			
G - Repair Service of Light Duty, Medium Duty and Buses & Parts		**Hourly Rate at Vendor Location**	**O/T Hourly Rate at Vendor Location**	**District Location Hourly Rate**	**Hourly Rate at Vendor Location**	**O/T Hourly Rate at Vendor Location**	**District Location Hourly Rate**	
44.	International Bus	NO BID			NO BID			
45.	Thomas Built	NO BID			NO BID			
46.	Bluebird	NO BID			NO BID			
47.	Light and Medium Duty Auto	NO BID			NO BID			
48.	Light and Medium Duty Truck	NO BID			NO BID			
49.	Heavy Duty Truck	NO BID			NO BID			
50.	Bus Inspection/ DOE Certification	NO BID			NO BID			
51.	**Parts Warranty Period (minimum 1 year)**	NO BID			NO BID			
52.	**Labor Warranty Period (minimum 1 year)**	NO BID			NO BID			
Required Submittal Checklist		Yes			Yes			NO BID
Attachment A - Proposal Response Form		Yes			Yes			NO BID
Attachment B - Reference Form		Yes			Yes			NO BID
Attachment C - Insurance Requirements Form		Yes			Yes			NO BID
Attachment D - Addenda Acknowledgement Form		Yes			Yes			NO BID
Attachment E - Debarment Form		Yes			Yes			NO BID
Attachment F - Drug Free Workplace Certificate		Yes			Yes			NO BID
Attachment G - Public Entity Crimes Form		Yes			Yes			NO BID
Attachment H - Scrutinized Company Certification Form		Yes			Yes			NO BID
Electronic copy of proposal		Yes			No			NO BID
(1) Original and (8) copies of bid		Yes			Yes			NO BID
Warranty		Yes			Transmission Parts Only			NO BID
Copy of Proposer's business license or SunBiz webpage		Yes			Yes			NO BID
Description of Firms Business History		Yes			Yes			NO BID
ASE Certifications (Section E & G only)		N/A			N/A			NO BID
DOE Certifications (Section G only)		N/A			N/A			NO BID
Safety & Litigation Statement (Section G only)		N/A			N/A			NO BID
Manufactureres Suggested Retail Price List for each Category proposed		Yes			N/A			NO BID

NO BID

NO BID

NO BID

THE SCHOOL DISTRICT OF LEE COUNTY DEPARTMENT OF PROCUREMENT SERVICES 2855 COLONIAL BLVD. FORT MYERS, FLORIDA 33966		Reliable Transmission Service Attn: Terry Hess 6613 South 78th Street Riverview, FL 33578			RF School Bus Parts Attn: Yvette Fernandez 510 West 37th Street Hialeah, FL 33012			School Bus Parts Company Attn: Tiffany Vandevonder PO Box 10 Plumsteadville, PA 18949
Vehicle Parts and Service		Phone: (813) 677-8883			Phone: (305) 557-8190			Phone: (800) 523-6000
RFP NO. R167278RC		Fax: (813) 671-5968			Fax: (305) 557-0493			Fax: (215) 766-2097
OPENING DATE: TUESDAY, NOVEMBER 22, 2016 @ 2:00 PM		Email: rebeccam@rtsallison.com			Email: Raulfer@Bellsouth.net			Email: amy@schoolbuspartsco.com
ITEM NO.	**A - New Alternator & Starters**		**Parts Discount off MSRP**	**Warranty Period**		**Parts Discount off MSRP**	**Warranty Period**	
1.	Manufacturer/ Brand	NO BID		**3 years**	NO BID		**3 years**	
2.	Manufacturer/ Brand	NO BID		**3 years**	NO BID		**3 years**	
3.	Manufacturer/ Brand	NO BID		**3 years**	NO BID		**3 years**	
4.	Manufacturer/ Brand	NO BID		**5 years**	NO BID		**5 years**	
5.	Manufacturer/ Brand	NO BID		**5 years**	NO BID		**5 years**	
6.	Manufacturer/ Brand	NO BID		**5 years**	NO BID		**5 years**	
7.	**Labor Rate for Installation**	NO BID	Per Hour		NO BID	Per Hour		
8.	**Labor Warranty Period**							
B - Relined Brake Parts			**Parts Discount off MSRP**			**Parts Discount off MSRP**		
9.	Manufacturer/ Brand	NO BID			NO BID			
10.	Manufacturer/ Brand	NO BID			NO BID			
11.	Manufacturer/ Brand	NO BID			NO BID			
12.	RIVET PLATING FOR RELINING (TYPE):	NO BID			NO BID			
13.	**Labor Rate for Installation**	NO BID	Per Hour		NO BID	Per Hour		
14.	**Parts Warranty Period**							
15.	**Labor Warranty Period**							
C - Automotive & Equipment Filters Catalog Discount			**Parts Discount off MSRP**			**Parts Discount off MSRP**		
16.	Manufacturer/ Brand	NO BID			NO BID			
17.	Manufacturer/ Brand	NO BID			NO BID			
18.	Manufacturer/ Brand	NO BID			NO BID			
19.	**Parts Warranty Period**							
D - OEM Bus Parts & Accessories Catalog Discount			**Parts Discount off MSRP**			**Parts Discount off MSRP**		
20.	International Bus	NO BID			RFschoolbusp art CAT	30.00%		
21.	Thomas Built	NO BID			RFschoolbusp art CAT	30.00%		
22.	Bluebird	NO BID						
23.	**Parts Warranty Period**	NO BID			Manufacturer Warranty Honored			
E - Transmissions - Remanufactured		**Unit Price Delivered**	**Installation Charge Vendor Location**	**Installation Charge District Location**	**Unit Price Delivered**	**Installation Charge Vendor Location**	**Installation Charge District Location**	

NON RESPONSIVE

NON RESPONSIVE

NON RESPONSIVE

24.	ALLISON Model AT 545 - Remanufactured only, NO SUBSTITUTION	$1,595.00	$1,050.00	$1,750.00	NO BID			
25.	ALLISON Model 1000 - Remanufactured only, NO SUBSTITUTION	$2,750.00	$1,050.00	$1,750.00	NO BID			
26.	ALLISON Model 2000 - Remanufactured only, NO SUBSTITUTION	$2,750.00	$1,050.00	$1,750.00	NO BID			
27.	ALLISON Model 2500 PTS - Remanufactured only, NO SUBSTITUTION	$2,750.00	$1,050.00	$1,750.00	NO BID			
28.	ALLISON Model 3000 PTS - Remanufactured only, NO SUBSTITUTION	$3,195.00	$1,250.00	$1,850.00	NO BID			
29.	**Balance of Line Discount off MSRP**	LIST LESS 15%			NO BID			
30.	**Labor Rate for Diagnostics**	$150.00	Per Hour		NO BID	Per Hour		
31.	**Parts Warranty Period (minimum 2 years)**	2 Years						
32.	**Labor Warranty Period (minimum 2 years)**	2 Years						
F - Fleet Vehicle Parts and After Market Parts Catalog Discount		**Parts Discount off MSRP**			**Parts Discount off MSRP**			
33.	Rebuilt Engine Parts	NO BID			NO BID			
34.	Mounts, Suspension & Steering Parts	NO BID			NO BID			
35.	Emission & EGR Controls, Carburetor, Fuel Injection & Exhaust Parts	NO BID			NO BID			
36.	Belts and Hoses	NO BID			NO BID			
37.	Cooling and Heating Parts	NO BID			NO BID			
38.	Drive Train and Chassis Parts	NO BID			NO BID			
39.	Rebuilt Electrical Parts	NO BID			NO BID			
40.	New Electrical Parts	NO BID			30%		RF Catalog	
41.	A/C Repair Parts	NO BID			30%		RF Catalog	
42.	**Balance of Line Discount off MSRP**	NO BID			30%		RF Catalog	
43.	**Parts Warranty Period**				Manufacturer Warranty Honored			
G - Repair Service of Light Duty, Medium Duty and Buses & Parts		**Hourly Rate at Vendor Location**	**O/T Hourly Rate at Vendor Location**	**District Location Hourly Rate**	**Hourly Rate at Vendor Location**	**O/T Hourly Rate at Vendor Location**	**District Location Hourly Rate**	
44.	International Bus	NO BID			NO BID			
45.	Thomas Built	NO BID			NO BID			
46.	Bluebird	NO BID			NO BID			
47.	Light and Medium Duty Auto	NO BID			NO BID			
48.	Light and Medium Duty Truck	$115.00	$115.00	$172.50	NO BID			
49.	Heavy Duty Truck	$115.00	$115.00	$172.50	NO BID			
50.	Bus Inspection/ DOE Certification	NO BID			NO BID			
51.	**Parts Warranty Period (minimum 1 year)**	1 Year			NO BID			
52.	**Labor Warranty Period (minimum 1 year)**	1 Year			NO BID			
Required Submittal Checklist		**Yes**			**Yes**			**Yes**
Attachment A - Proposal Response Form		**Yes**			**Yes**			Yes
Attachment B - Reference Form		**Yes**			**Yes**			No
Attachment C - Insurance Requirements Form		**Yes**			**Yes**			Yes
Attachment D - Addenda Acknowledgement Form		**Yes**			**Yes**			**Yes**
Attachment E - Debarment Form		**Yes**			**Yes**			**Yes**
Attachment F - Drug Free Workplace Certificate		**Yes**			**Yes**			**Yes**
Attachment G - Public Entity Crimes Form		**Yes**			**Yes**			**Yes**
Attachment H - Scrutinized Company Certification Form		**Yes**			**Yes**			**Yes**
Electronic copy of proposal		**Yes**			**Yes**			**Yes**
(1) Original and (8) copies of bid		**Yes**			**Yes**			**Yes**
Warranty		Yes			Yes			No
Copy of Proposer's business license or SunBiz webpage		Yes			Yes			No
Description of Firms Business History		Yes			Yes			No
ASE Certifications (Section E & G only)		Yes			N/A			N/A
DOE Certifications (Section G only)		Yes			N/A			N/A
Safety & Litigation Statement (Section G only)		Yes			N/A			N/A
Manufactureres Suggested Retail Price List for each Category proposed		Yes			Yes			Yes

NON RESPONSIVE

NON RESPONSIVE

THE SCHOOL DISTRICT OF LEE COUNTY DEPARTMENT OF PROCUREMENT SERVICES 2855 COLONIAL BLVD. FORT MYERS, FLORIDA 33966		Southeast Power Systems of Fort Myers, Inc. Attn: Cindy Tipton 5900 Country Lakes Drive Fort Myers, FL 33905			Sunbelt Automotive, Inc. Attn: Alexander Vanejas 300 Leonard Boulevard N Lehigh Acres, FL 33971	Total Truck Parts, Inc. Attn: Dennis Imbody 5827 Corporation Circle Fort Myers, FL 33905		
Vehicle Parts and Service		Phone: (239) 694-4197			Phone: (239) 674-9657	Phone: (239) 332-7711		
RFP NO. R167278RC		Fax: (239) 790-1401			Fax:	Fax: (239) 693-9161		
OPENING DATE: TUESDAY, NOVEMBER 22, 2016 @ 2:00 PM		Email: ctipton@se-power.com			Email: alex.vanejas@napasunbelt.com	Email: DIMBODY@TotalTruckParts.net		
ITEM NO.	A - New Alternator & Starters		Parts Discount off MSRP	Warranty Period	NO BID		Parts Discount off MSRP	Warranty Period
1.	Manufacturer/ Brand	Leece-Neville	50%	3 years		Wilson	60%	3 years
2.	Manufacturer/ Brand		49%	3 years		Deco Remy	67%	3 years
3.	Manufacturer/ Brand			3 years				3 years
4.	Manufacturer/ Brand			5 years				5 years
5.	Manufacturer/ Brand			5 years	NO BID			5 years
6.	Manufacturer/ Brand			5years				5 years
7.	Labor Rate for Installation		Per Hour $99.50				$95.00	
8.	Labor Warranty Period					1 Year		
	B - Relined Brake Parts		Parts Discount off MSRP				Parts Discount off MSRP	
9.	Manufacturer/ Brand	NO BID				Meritor	69%	
10.	Manufacturer/ Brand	NO BID				Bendix	69%	
11.	Manufacturer/ Brand	NO BID						
12.	RIVET PLATING FOR RELINING (TYPE):	NO BID			NO BID	Platinum Rating		
13.	Labor Rate for Installation	NO BID	Per Hour				$95.00	
14.	Parts Warranty Period	NO BID	Per Hour			1 Year		
15.	Labor Warranty Period					1 Year		
	C - Automotive & Equipment Filters Catalog Discount		Parts Discount off MSRP				Parts Discount off MSRP	
16.	Manufacturer/ Brand	NO BID				Luberfiner	65%	
17.	Manufacturer/ Brand	NO BID						
18.	Manufacturer/ Brand	NO BID						
19.	Parts Warranty Period					1 Year		
	D - OEM Bus Parts & Accessories Catalog Discount		Parts Discount off MSRP		NO BID		Parts Discount off MSRP	
20.	International Bus	NO BID				NO BID		
21.	Thomas Built	NO BID				NO BID		
22.	Bluebird	NO BID				NO BID		
23.	Parts Warranty Period					NO BID		
	E - Transmissions - Remanufactured	Unit Price Delivered	Installation Charge Vendor Location	Installation Charge District Location		Unit Price Delivered	Installation Charge Vendor Location	Installation Charge District Location

24.	ALLISON Model AT 545 - Remanufactured only, NO SUBSTITUTION	NO BID				NO BID		
25.	ALLISON Model 1000 - Remanufactured only, NO SUBSTITUTION	NO BID				NO BID		
26.	ALLISON Model 2000 - Remanufactured only, NO SUBSTITUTION	NO BID				NO BID		
27.	ALLISON Model 2500 PTS - Remanufactured only, NO SUBSTITUTION	NO BID				NO BID		
28.	ALLISON Model 3000 PTS - Remanufactured only, NO SUBSTITUTION	NO BID				NO BID		
29.	**Balance of Line Discount off MSRP**	NO BID				NO BID		
30.	**Labor Rate for Diagnostics**	NO BID	Per Hour			NO BID	Per Hour	
31.	**Parts Warranty Period (minimum 2 years)**	NO BID	Per Hour					
32.	**Labor Warranty Period (minimum 2 years)**	NO BID	Per Hour					
F - Fleet Vehicle Parts and After Market Parts Catalog Discount		**Parts Discount off MSRP**				**Parts Discount off MSRP**		
33.	Rebuilt Engine Parts	PAI 34%		34%		65%		
34.	Mounts, Suspension & Steering Parts	NO BID				65%		
35.	Emission & EGR Controls, Carburetor, Fuel Injection & Exhaust Parts	Bostech 36% Alliant 40%		36% 40%		65%		
36.	Belts and Hoses	NO BID				76%		
37.	Cooling and Heating Parts	NO BID				55%		
38.	Drive Train and Chassis Parts	NO BID				55%		
39.	Rebuilt Electrical Parts	NO BID				55%		
40.	New Electrical Parts	NO BID				55%		
41.	A/C Repair Parts	NO BID				55%		
42.	**Balance of Line Discount off MSRP**	NO BID				55%		
43.	**Parts Warranty Period**	Alliant 1 Year				1 Year		
G - Repair Service of Light Duty, Medium Duty and Buses & Parts		**Hourly Rate at Vendor Location**	**O/T Hourly Rate at Vendor Location**	**District Location Hourly Rate**		**Hourly Rate at Vendor Location**	**O/T Hourly Rate at Vendor Location**	**District Location Hourly Rate**
44.	International Bus			$99.50		NON RESPONSIVE		
45.	Thomas Built			$99.50				
46.	Bluebird			$99.50				
47.	Light and Medium Duty Auto			$99.50				
48.	Light and Medium Duty Truck			$99.50				
49.	Heavy Duty Truck			$99.50				
50.	Bus Inspection/ DOE Certification			$99.50				
51.	**Parts Warranty Period (minimum 1 year)**	1 Year						
52.	**Labor Warranty Period (minimum 1 year)**	1 Year						
Required Submittal Checklist		Yes			NO BID	Yes		
Attachment A - Proposal Response Form		Yes			NO BID	Yes		
Attachment B - Reference Form		Yes			NO BID	Yes		
Attachment C - Insurance Requirements Form		Yes			NO BID	Yes		
Attachment D - Addenda Acknowledgement Form		Yes			NO BID	Yes		
Attachment E - Debarment Form		Yes			NO BID	Yes		
Attachment F - Drug Free Workplace Certificate		Yes			NO BID	Yes		
Attachment G - Public Entity Crimes Form		Yes			NO BID	Yes		
Attachment H - Scrutinized Company Certification Form		Yes			NO BID	Yes		
Electronic copy of proposal		Yes			NO BID	Yes		
(1) Original and (8) copies of bid		Yes			NO BID	Yes		
Warranty		Yes			NO BID	Yes		
Copy of Proposer's business license or SunBiz webpage		Yes			NO BID	Yes		
Description of Firms Business History		Yes			NO BID	Yes		
ASE Certifications (Section E & G only)		Yes			NO BID	No		
DOE Certifications (Section G only)		N/A			NO BID	No		
Safety & Litigation Statement (Section G only)		Yes			NO BID	Yes		
Manufactureres Suggested Retail Price List for each Category proposed		Yes			NO BID	Yes		

NO BID

NO BID

NO BID

THE SCHOOL DISTRICT OF LEE COUNTY DEPARTMENT OF PROCUREMENT SERVICES 2855 COLONIAL BLVD. FORT MYERS, FLORIDA 33966		TransDiesel of Lakeland, Inc. Attn: Mark Rhodes 1310 George Jenkins Boulevard Lakeland, FL 33815			Wallace International Trucks, Inc. Attn: Debra Gilkey 2761 Edison Avenue Fort Myers, FL 33916		
Vehicle Parts and Service		Phone: (863) 688-5881			Phone: (239) 334-1000		
RFP NO. R167278RC		Fax: (863) 688-5791			Fax: (239) 334-8712		
OPENING DATE: TUESDAY, NOVEMBER 22, 2016 @ 2:00 PM		Email: markr@transdiesel.net			Email: debra.g@wallaceinternational.com		
ITEM NO.	**A - New Alternator & Starters**		**Parts Discount off MSRP**	**Warranty Period**		**Parts Discount off MSRP**	**Warranty Period**
1.	Manufacturer/ Brand	NO BID		**3 years**	Delco Remy Alternator & Starter Only	**30% off INT Retail**	**3 years**
2.	Manufacturer/ Brand	NO BID		**3 years**	International Alternator & Starter Only	**30% off INT Retail**	**1 years**
3.	Manufacturer/ Brand	NO BID		**3 years**	Leece-Neville Alternator & Starter Only	**(*) National Fleet**	**3 years**
4.	Manufacturer/ Brand	NO BID		**5 years**	NO BID		**5 years**
5.	Manufacturer/ Brand	NO BID		**5 years**	NO BID		**5 years**
6.	Manufacturer/ Brand	NO BID		**5 years**	NO BID		**5 years**
7.	**Labor Rate for Installation**	NO BID	Per Hour		Wallace International Trucks, Inc	Per Hour $105.00	
8.	**Labor Warranty Period**				1 Year Unlimited Mileage from Invoice		
B - Relined Brake Parts			**Parts Discount off MSRP**			**Parts Discount off MSRP**	
9.	Manufacturer/ Brand	NO BID			Arvin Meritor (Meritor) Reman Shoe Kits	**(**) 60% off International Retail**	
10.	Manufacturer/ Brand	NO BID			International OEM / All Makes	**(*) National Fleet**	
11.	Manufacturer/ Brand	NO BID					
12.	RIVET PLATING FOR RELINING (TYPE):	NO BID			**Genuine OEM Arvin Meritor Information sheet provided**		
13.	**Labor Rate for Installation**	NO BID	Per Hour		Wallace International Trucks, Inc	Per Hour $105.00	
14.	**Parts Warranty Period**				1 Year Unlimited Mileage from Invoice		
15.	**Labor Warranty Period**				1 Year Unlimited Mileage from Invoice		
C - Automotive & Equipment Filters Catalog Discount			**Parts Discount off MSRP**			**Parts Discount off MSRP**	
16.	Manufacturer/ Brand	NO BID			Luber-Finer Filters	**(**) 70% off International Retail**	
17.	Manufacturer/ Brand	NO BID			Fleetguard Filters	**(*) National Fleet**	
18.	Manufacturer/ Brand	NO BID			International OEM Filters	**(*) National Fleet**	
19.	**Parts Warranty Period**				**1 Year Unlimited Mileage from Invoice**		
D - OEM Bus Parts & Accessories Catalog Discount			**Parts Discount off MSRP**			**Parts Discount off MSRP**	
20.	International Bus	NO BID			**International / IC OEM**	**(*) National Fleet**	
21.	Thomas Built	NO BID			**International / IC All Makes Parts**	**(*) National Fleet**	
22.	Bluebird	NO BID			**International / IC All Makes Parts**	**(*) National Fleet**	
23.	**Parts Warranty Period**				**1 Year Unlimited Mileage from Invoice**		
E - Transmissions - Remanufactured		**Unit Price Delivered**	**Installation Charge Vendor Location**	**Installation Charge District Location**	**Unit Price Delivered**	**Installation Charge Vendor Location**	**Installation Charge District Location**

24.	ALLISON Model AT 545 - Remanufactured only, NO SUBSTITUTION	$1,490.00	$300.00	$500.00	Not Able to Bid at this time	NB	NB
25.	ALLISON Model 1000 - Remanufactured only, NO SUBSTITUTION	$1,985.00	$600.00	$800.00	Not Able to Bid at this time	NB	NB
26.	ALLISON Model 2000 - Remanufactured only, NO SUBSTITUTION	$2,315.00	$300.00	$500.00	Not Able to Bid at this time	NB	NB
27.	ALLISON Model 2500 PTS - Remanufactured only, NO SUBSTITUTION	$2,315.00	$300.00	$500.00	Not Able to Bid at this time	NB	NB
28.	ALLISON Model 3000 PTS - Remanufactured only, NO SUBSTITUTION	$2,915.00	$300.00	$500.00	Not Able to Bid at this time	NB	NB
29.	**Balance of Line Discount off MSRP**	20.00%			Not Able to Bid at this time	NB	NB
30.	**Labor Rate for Diagnostics**	$195.00	Per Hour	$95.00		Per Hour	$105.00
31.	**Parts Warranty Period (minimum 2 years)**	(3) Three Years			Not Able to Bid at this time		
32.	**Labor Warranty Period (minimum 2 years)**	(3) Three Years			Not Able to Bid at this time		
	F - Fleet Vehicle Parts and After Market Parts Catalog Discount	**Parts Discount off MSRP**			**Parts Discount off MSRP**		
33.	Rebuilt Engine Parts	NO BID			International / IC All Makes Parts		(*) National Fleet
34.	Mounts, Suspension & Steering Parts	NO BID			International / IC All Makes Parts		(*) National Fleet
35.	Emission & EGR Controls, Carburetor, Fuel Injection & Exhaust Parts	NO BID			International / IC All Makes Parts		(*) National Fleet
36.	Belts and Hoses	NO BID			International / IC All Makes Parts		(*) National Fleet
37.	Cooling and Heating Parts	NO BID			International / IC All Makes Parts		(*) National Fleet
38.	Drive Train and Chassis Parts	NO BID			International / IC All Makes Parts		(*) National Fleet
39.	Rebuilt Electrical Parts	NO BID			International / IC All Makes Parts		(*) National Fleet
40.	New Electrical Parts	NO BID			International / IC All Makes Parts		(*) National Fleet
41.	A/C Repair Parts	NO BID			International / IC All Makes Parts		(*) National Fleet
42.	**Balance of Line Discount off MSRP**	NO BID			International / IC All Makes Parts		(*) National Fleet
43.	**Parts Warranty Period**	NO BID			1 Year Unlimited Mileage from Invoice		
	G - Repair Service of Light Duty, Medium Duty and Buses & Parts	**Hourly Rate at Vendor Location**	**O/T Hourly Rate at Vendor Location**	**District Location Hourly Rate**	**Hourly Rate at Vendor Location**	**O/T Hourly Rate at Vendor Location**	**District Location Hourly Rate**
44.	International Bus	NO BID			$105.00	$115	$115
45.	Thomas Built	NO BID			$105.00	$115	$115
46.	Bluebird	NO BID			$105.00	$115	$115
47.	Light and Medium Duty Auto	NO BID			$105.00	$115	$115
48.	Light and Medium Duty Truck	NO BID			$105.00	$115	$115
49.	Heavy Duty Truck	NO BID			$105.00	$115	$115
50.	Bus Inspection/ DOE Certification	NO BID			$367.50	NA	NA
51.	**Parts Warranty Period (minimum 1 year)**	NO BID			1 Year Unlimited Mileage from Invoice		
52.	**Labor Warranty Period (minimum 1 year)**	NO BID			1 Year Unlimited Mileage from Invoice		
	Required Submittal Checklist	Yes			Yes		
	Attachment A - Proposal Response Form	Yes			Yes		
	Attachment B - Reference Form	Yes			Yes		
	Attachment C - Insurance Requirements Form	Yes			Yes		
	Attachment D - Addenda Acknowledgement Form	Yes			Yes		
	Attachment E - Debarment Form	Yes			Yes		
	Attachment F - Drug Free Workplace Certificate	Yes			Yes		
	Attachment G - Public Entity Crimes Form	Yes			Yes		
	Attachment H - Scrutinized Company Certification Form	Yes			Yes		
	Electronic copy of proposal	Yes			Yes		
	(1) Original and (8) copies of bid	Yes			Yes		
	Warranty	Yes			Yes		
	Copy of Proposer's business license or SunBiz webpage	Yes			Yes		
	Description of Firms Business History	Yes			Yes		
	ASE Certifications (Section E & G only)	Yes			Yes		
	DOE Certifications (Section G only)	N/A			Yes		
	Safety & Litigation Statement (Section G only)	N/A			Yes		
	Manufactureres Suggested Retail Price List for each Category proposed	N/A			Yes		

68 Vendors invited to submit a proposal
10 Vendors submitted a responsive proposal
2 Vendors submitted a non-responsive proposal
2 Vendors submitted a NO BID
54 Vendors did not respond

= Awarded Vendors

It is recommended that this RFP be awarded to Chalk's Truck Parts, J&K NAPA Auto Parts, Reliable Transmission Service, RF School Bus Parts, Southeast Power Systems of Fort Myers, Inc., Total Truck Parts, Inc., TransDiesel of Lakeland, Inc. and Wallace International Trucks, Inc. being the highest ranked, best value firm based on the evaluation committee ranking.

APPROVED BY: Richard Cowie DATE: 12/8/2016

THE SCHOOL DISTRICT OF LEE COUNTY, FLORIDA

Date: January 24, 2017 **Section:** Superintendent's Recommendation

Subject: Approval to Award RFP No. R167278RC - Vehicle Parts & Service

Item No: VI. D. **Presenter(s):** Dr. Gregory K. Adkins
Mr. William B. Law
Mr. Robert Codie
Ms. Susan M. Malay

SCHOOL BOARD ACTION

Strategic Plan:

Focus Area: 7. Allocate resources strategically.

Background Information:

RFP No. R167278RC is for vehicles parts & service for the District's fleet of buses and light and medium duty vehicles. This RFP is divided into seven categories:

- Category A: New Alternators & Starters. It is recommended this category be awarded to J&K Auto Parts, Inc., Southeast Power Systems of Fort Myers, Inc., Total Truck Parts, Inc. and Wallace International Trucks, Inc.
- Category B: Relined Brake Parts. It is recommended this category be awarded to J&K Auto Parts, Inc., Total Truck Parts, Inc. and Wallace International Trucks, Inc.
- Category C: Automotive & Equipment Filters Catalog Discount. It is recommended this category be awarded to J&K Auto Parts, Inc., Total Truck Parts, Inc. and Wallace International Trucks, Inc.
- Category D: OEM Bus Parts & Accessories Catalog Discount. It is recommended this category be awarded to Chalk's Truck Parts, Florida Transportation Systems, Inc., RF School Bus Parts and Wallace International Trucks, Inc.
- Category E: Transmissions - Remanufactured. It is recommended this category be awarded to Reliable Transmission Service and TransDiesel of Lakeland, Inc.

SDLC Board Approved
Agenda Item No: VI.D.
Date: 01/24/17

Approved: Budget: _____ Attorney: _____

Superintendent: _____

- o Category F: Fleet Vehicle Parts & After Market Parts Category Discount. It is recommended this category be awarded to Chalk's Truck Parts, Florida Transportation Systems, Inc., J&K Auto Parts, Inc., RF School Bus Parts, Southeastern Power Systems, Inc., Total Truck Parts, Inc. and Wallace International Trucks, Inc.
- o Category G: Repair Service of Light Duty, Medium Duty and Buses & Parts. It is recommended this category be awarded to Florida Transportation Systems, Inc., Reliable Transmission Service, Southeastern Power Systems, Inc., and Wallace International Trucks, Inc.

This RFP will be effective for three years, beginning January 24, 2017 through January 23, 2020, with renewal options for three additional one year periods, upon the written agreement of the vendors and the District, at the estimated expenditure for the first year of $4,000,000.00. Sixty-eight vendors were notified of the RFP; ten vendors submitted responsive proposals, two vendors submitted a non-responsive proposal, two vendors submitted no bid and 54 vendors did not respond.

Fiscal Impact:

The estimated expenditure for the first year of $4,000,000.00 will be funded from budgeted Transportation Services Department funds. This agenda item is specifically for the approval to award the RFP. Funds will only be expended within the existing resources of the applicable locations.

The action requested is within the current budget allocated to the department or area: ____ Yes ____ No N/A

Superintendent's Recommendation:

I recommend Board approval to award RFP No. R167278RC for vehicle parts & service for the District's fleet of buses and light and medium duty vehicles to Chalk's Truck Parts, Florida Transportation Systems, Inc., J&K Auto Parts, Inc., Reliable Transmission Service, RF School Bus Parts, Southeast Power Systems of Fort Myers, Inc., Total Truck Parts, Inc., TransDiesel of Lakeland, Inc. and Wallace International Trucks, Inc., as indicated on the attached proposal tabulation. The RFP will be effective for the period of January 24, 2017 through January 23, 2020, with renewal options for three additional one year periods, upon the written agreement of the vendors and the District, at the estimated expenditure of $4,000,000.00, for the first year. Approval authorizes the Superintendent to execute all related documents.

Navistar, Inc.
2701 Navistar Drive
Lisle, IL 60532 USA

Michael A. Cicerchia
Director of Parts Southeast
Region Navistar Inc.
International Truck

September 27, 2018

To Whom It May Concern,

The purpose of this letter is to verify that Wallace International Trucks, Inc. located at:

2761 E. Edison Ave, Fort Myers, Florida,

is Navistar / International Truck and Engine Corporation's only authorized Dealer for International Trucks, Parts and Service in the following counties:

Lee

Collier

Hendry

Charlotte

Glades

Please note that Navistar Inc. does not sell any parts direct except to our International and IC Bus dealers with the exception of some FEDERAL MILITARY contracts.

Sincerely,

Michael A. Cicerchia

Michael A. Cicerchia
Director of Parts Sales, Southeast Region
224-532-7081
michael.cicerchia@navistar.com

A NAVISTAR COMPANY

Item Number:	**B.(4)**
Meeting Date:	**12/10/2018**
Item Type:	**CONSENT AGENDA**

AGENDA REQUEST FORM
CITY OF CAPE CORAL

TITLE:
Resolution 270-18 Authorize the Charter School Authority to enter into a 60-month Operating Lease Agreement with Canon Solutions America, Inc. for the nine (9) Canon copiers a monthly cost of $1,850 for an annual lease cost of $22,200 and excess per image copy cost of $.0036 based on volume for an estimated amount of $20,300; And authorize the execution of the lease agreement; Department: Charter School; Estimated Annual Dollar Value: $42,500; (Lease $22,200/Copies $20,300 - Charter School General Fund)

REQUESTED ACTION:
Approve or Deny

STRATEGIC PLAN INFO:

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

PLANNING & ZONING/HEARING EXAMINER/STAFF RECOMMENDATIONS:

SUMMARY EXPLANATION AND BACKGROUND:

1. The Charter School Authority currently leases nine Xerox copier machines from Zeno Solutions which the 63-month lease agreements terminates in April of 2019.
2. As the school size has increased over the past 5 years, as well as the volume of copies the current machines cannot handle the volume and are constantly down and need of repair.
3. Due to the age of machines, and acquiring the necessary repairs, parts have become an issue which is leading into longer downtime which decreases the efficiency of the staff to provide the resources needed for the students.
4. To mitigate this issue, three (3) firms were contacted. The three firms and the analysis is as follows; Zeno Solutions providing a quote for Xerox which would piggyback off the local university, FGCU at an ongoing month cost of $2201.92, JM Todd piggybacking the Educational & Institutional Coop. for Canon equipment at an ongoing monthly cost of $2234.70 and Canon Solutions America, Inc. piggybacking the NIPA for Canon equipment at an ongoing monthly cost of $1850.00
5. The Charter School annual average usage is 470,000 copies at a rounded cost of $20,300.
6. The School has evaluated all three contracts and recommends piggybacking NIPA contract to Canon Solutions America, Inc.
7. As the lease is with Wells Fargo for the Zeno Copier would require an early termination fee Canon Solutions America, Inc. will provide a stream of payments to make the final payments of the current lease and therefore avoid the termination fee. The school will notify Wells Fargo

that the lease will be terminated per the lease timeline and Canon Solutions America, Inc. will store and return the equipment in April.

8. This request is in accordance with City of Cape Coral Code of Ordinances Chapter 2, Article VII, Division 1, Section 2-144(f) of the Procurement Ordinance *"Purchases of Goods or Services from Contracts Awarded by other Governmental Entities or Not by Profit Entities by Competitive Bid".*
9. If approved, the term of the operating lease is for five (5) years and any and all renewals periods of the NIPA contract FI-R-0251 for an annual cost of $22,200 for the lease and an excess per image (copy) cost of $.0036 at an average annual cost of $20,300.
10. Funding information – Budgeted item

LEGAL REVIEW:
Agreement reviewed by Legal

EXHIBITS:
Charter School Authority Recommendation
Resolution 270-18

PREPARED BY:

Wanda Roop	Division- Procurement	Department- Finance

SOURCE OF ADDITIONAL INFORMATION:
Jacquelin Collins, Superintendent

ATTACHMENTS:

Description	Type
Charter School Authority Recommendation	Backup Material
Resolution 270-18	Resolution

Cape Coral Charter School Authority

Administration Division

TO: Cape Coral City Council

THRU: Jacquelin Collins, Superintendent

FROM: Danielle Jensen, Director of Procurement and Food Services

DATE: November 16, 2018

SUBJECT: Copier lease

Background

Currently, the charter school system has nine Xerox copier machines that are leased from Zeno Solutions. The 63 month lease will terminate in April of 2019. The school size has increased over the past 5 years as well as the copy volume. The current machines cannot handle the volume and are constantly down and need repair. Due to the age of the machines, acquiring the necessary repair parts has become an issue which leads to longer downtime and hurts the efficiency of the staff to provide the resources needed for the students. The charter school would like to upgrade the equipment this year to meet the current needs with 4 high volume machines, as well as 4 smaller machines to handle small jobs and one copier for the admin staff.

The charter school contacted three vendors for pricing and machine options. Zeno Solutions provided pricing for Xerox machines which would piggyback off of the local university, FGCU-ITN 17R-009 contract at an ongoing monthly cost of $2201.92. The second vendor, JM Todd, provided pricing for Canon equipment which would piggyback off of the Educational & Institutional Coop CNRO 1365 contract at an ongoing cost of $2234.70. The third vendor, Canon Solutions America, Inc., provided pricing for Canon equipment which would piggyback off of the NIPA County of DuPage FI-R-0251-18 contract at an ongoing monthly cost of $1850. All vendors would provide four large volume machines, four smaller machines and one machine for admin. While the machines are different, they provide similar specifications that will meet our needs. The current contract is $2,596 per month.

Solution

While both machines and costs were similar among the companies, the charter school would like to change to use the Canon products. There have been issues with the Xerox machines and service throughout most of the 5 year contract. While the issues have been resolved as they developed, the schools are doing their due diligence to ensure we have the proper service this time with the Canon products. Service and reliability are key deciding factors as well as cost in the decision.

The lease options has been reviewed and approved by legal. The charter school has chosen the most cost effective lease through Canon Solutions America, Inc. that also provides performance equipment that meets the system's needs. The school needs to take this opportunity and make a change that will allow the school to be able to upgrade the machines, pay off the existing lease, return the old equipment, install the new equipment and lower the monthly lease cost by $746.00 per month for an annual savings of $8,952.00. The usage cost per copy is estimated to be $0.0036 which includes the cost for parts, labor, toner, and staples.

Since the current lease with Wells Fargo for the Zeno copiers would require an early termination fee, Canon Solutions America, Inc. will provide a stream of payments to make the final payments of the current lease and therefore avoid the termination fee. The charter school will provide, in writing, to Wells Fargo that the lease will be terminated per the lease timeline and all vendors will store and return the equipment in April per the directions provided by Wells Fargo.

Recommendation

The charter school's recommendation is to proceed with upgrading the copier equipment in December. The current issues with the copiers have been a detriment to the functionality to our school system. Funding is already included in the current budget while providing an annual savings of almost $9K while upgrading the copiers. In summary, the charter school is requesting city council's authorization to enter into a 60 month operating lease agreement with Canon Solutions, America, Inc. for 9 Canon copiers for the charter school system.

2018-19 Copier Lease Analysis

	Zeno Contract -FGCU ITN 17R-009	JM Todd Educ & Institut Coop CNRO 1365	**Canon Solutions NIPA - County of DuPage FI-R-0251-18**	Zeno Current Lease
Intitial Cost				
Payout	15,723.19	15,723.19	15,723.19	
Term fee	10,384.00			
Property tax	951.53	951.53	951.53	
Credit	(10,836.35)			
Electrical connections	4,000.00			
Delivery/return	5,000.00	2,500.00	6,500.00	
	25,222.37	19,174.72	23,174.72	
Cost to purchase				
High Volume 95 per min	58,028.00	56,000.00	43,302.00	
High Volume 105 per min	0.00	0.00	18,378.00	
65 per min machines	25,560.00	38,000.00	41,996.00	
55 per min machines	5,406.00			
45 per min machines	4,550.00	5,000.00	5,363.00	
	93,544.00	99,000.00	109,039.00	
Total Cost to purchase	118,766.37	118,174.72	132,213.72	
Monthly ongoing lease cost	2,201.92	2,234.70	**1,850.00**	2,596.00
Savings over current lease	394.08	361.30	**746.00**	0
Annual Lease savings	4,728.96	4,335.60	**8,952.00**	0
Annual lease cost	26,423.04	26,816.40	**22,200.00**	31,152.00
Lease Cost over 5 years	132,115.20	134,082.00	**111,000.00**	155,760.00
Usage	.0038/copy	0.0037/copy	0.0036/copy	.0038/copy

Upgrade so each school has a high volume machine to handle the volume.
Includes removal and storage of old equipment, delivery of new equipment
Maintenance program includes all parts, labor, toner, and staples.
Terminates old lease with either buyout or stream of payments.
Operating Lease term is 60 month

RESOLUTION 270 – 18

A RESOLUTION OF THE CITY OF CAPE CORAL APPROVING A LEASE BETWEEN THE CAPE CORAL CHARTER SCHOOL AUTHORITY AND CANON SOLUTIONS AMERICA, INC., FOR THE LEASE OF NINE CANON COPIERS, IN ACCORDANCE WITH THE NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY COUNTY OF DUPAGE CONTRACT FI-R-0251-18; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Cape Coral Charter School Authority desires to enter into a Lease Agreement Canon Solutions America, Inc., for the lease of nine Canon copy machines; and

WHEREAS, in order for the Cape Coral Charter School Authority to enter into a lease for real and/or personal property, the City Council must first approve the lease pursuant to Section 26-15 of the Cape Coral Code of Ordinances; and

WHEREAS, three firms were contacted for pricing and machine options, and the charter school recommends utilizing Canon Solutions America, Inc., piggybacking the National Intergovernmental Purchasing Alliance County of DuPage Contract FI-R-0251-18, in accordance with Section 2-144(f) of the City of Cape Coral Code of Ordinances, which authorizes the City to purchase goods or services under a contract awarded by another governmental entity by competitive bid; and

WHEREAS, City Council desires to approve the lease between the Cape Coral Charter School Authority and Canon Solutions America, Inc., attached hereto as Exhibit A, for an estimated annual cost of $22,200 with an excess per image copy cost of $.0036.

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

Section 1. The City Council of the City of Cape Coral hereby approves a lease between the Cape Coral Charter School Authority and Canon Solutions America, Inc., for the lease of nine Canon copy machines for use in the charter schools, for an estimated annual cost of $22,200 with an excess per image copy cost of $.0036. A copy of the lease 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	_____	COSDEN	_____

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

_____
KIMBERLY BRUNS
INTERIM CITY CLERK

APPROVED AS TO FORM:

Dolores D. Menendez

DOLORES D. MENENDEZ
CITY ATTORNEY
res/Charter School Lease Agreement-Canon Solutions America

Canon

CANON SOLUTIONS AMERICA

Canon Solutions Americas, Inc. ("CSA")
One Canon Park, Melville, NY 11747
(800) 613-2228

UNIFIED LEASE AGREEMENT ADDENDUM

Customer:		Related to Unified Lease Agreement - ULF#:	
Cape Coral Charter School Authority		S0897881 / App# 1555642	
Street Address:	City :	State:	Zip:
3507 Oasis Blvd	Cape Coral	FL	33914-4914
Equipment Description:		Term:	
(1) IR 8505ii, (3) IR 8595ii, (4) IR 6565ii, (1) IR 4545ii		60 Months	

WHEREAS, Canon Solutions America, Inc. ("CSA"), and the above-described Customer have determined that it is for their mutual benefit to enter into this Unified Lease Agreement Addendum ("Addendum") to the above-described Unified Lease Agreement ("Agreement"). All capitalized terms used below that are not defined in this Addendum shall have the meanings set forth in the Agreement.

NOW, THEREFORE, for good and valuable consideration, intending to be legally bound, the parties hereby agree as follows:

1. Anything in the Agreement to the contrary notwithstanding, and subject to all of the terms and conditions set forth in this Addendum, the terms and conditions of the Agreement shall be modified as follows:

   a. This transaction shall be governed in all respects by the terms and conditions of contract # FI-R-0251-18 dated 10-1-2018 between CSA and DuPage County; and any terms and conditions which conflict with or vary from the contract terms shall be deemed null and void.

   b. Personal Guaranty: The Personal Guaranty section is deleted in its entirety.

   c. Paragraph 5.4: Paragraph 5.4 is amended by (i) adding "unless due to Lessor's gross negligence or willful misconduct" after "the Listed Items"; and (ii) inserting "CSA shall indemnify, defend and hold Customer harmless for any loss, expense and liability incurred by Customer from third party claims, for bodily injury (including death) or tangible property damage (collectively, "Claims"), to the extent resulting from CSA's willful misconduct or negligent performance of services pursuant to this Agreement; provided Customer shall give CSA prompt written notice of the Claim, allow CSA sole control over the defense and settlement thereof and provide CSA with such assistance, at CSA's expense, as CSA shall reasonably request." at the end of the paragraph.

   d. Paragraph 9.1: Paragraph 9.1 is amended by (i) deleting "NEW JERSEY" and replacing with "FLORIDA" in the first sentence; and (ii) deleting "CAMDEN OR BURLINGTON COUNTY, NEW JERSEY" and replacing with "LEE COUNTY, FLORIDA" in the second sentence

2. It is expressly agreed by the parties that this Addendum is supplemental to the Agreement, and that the provisions thereof, unless specifically modified herein, shall remain in full force and effect and shall apply to this Addendum as though they were expressly set forth herein.

3. In the event of any conflict or inconsistency between the provisions of this Addendum and any provisions of the Agreement, the provisions of this Addendum shall in all respects govern and control.

4. CSA may accept a facsimile or other electronic transmission of this Addendum as an original, and facsimile or other electronically transmitted copies of Customer's signature will be treated as an original for all purposes. THIS ADDENDUM SHALL BE EFFECTIVE WHEN IT HAS BEEN SIGNED BY CUSTOMER AND ACCEPTED BY CSA.

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed as of the date set forth below.

Canon Solutions America, Inc.

By: _____

Name: Amanda Egozsito

Title: Director

Date: 11/20/18

Notified Bus Ops

Cape Coral Charter School Authority

By: _____

Name: _____

Title: _____

Date: _____

Canon Financial Services, Inc.
as authorized agent on behalf of
Canon Solutions America, Inc.

APPROVED AS TO FORM
By: _____
City Attorney's Office
Date: 11/16/18

Exhibit A

Canon

CANON SOLUTIONS AMERICA

Canon Solutions Americas, Inc. ("CSA")
One Canon Park, Melville, NY 11747
(800) 613-2228

UNIFIED LEASE AGREEMENT ADDENDUM

National IPA

Customer: Cape Coral Charter School Authority		Related to Unified Lease Agreement – ULF#: S0897881.03	
Street Address: 3507 OASIS BLVD	City : Cape Coral	State: FL	Zip: 33914
Equipment Description: IR 8505ii, (3) IR 8595II, (4) IR 6565II, IR 4545II		Term: 60 Mo	

WHEREAS, Canon Solutions America, Inc. ("CSA"), and the above-described Customer, together with any Guarantors, have determined that it is for their mutual benefit to enter into this Unified Lease Agreement Addendum ("Addendum") to the above-described Unified Lease Agreement ("Agreement"). All capitalized terms used below that are not defined in this Addendum shall have the meanings set forth in the Agreement.

NOW, THEREFORE, for good and valuable consideration, intending to be legally bound, the parties hereby agree as follows:

1. Anything in the Agreement to the contrary notwithstanding, and subject to all of the terms and conditions set forth in this Addendum, the terms and conditions of the Agreement shall be modified as follows:

   This transaction shall be governed in all respects by the Ts&Cs of contract # FI-R-0251-18 dated 10-1-2018 between CSA and DuPage County and any Ts&Cs which conflict with or vary from the contract terms shall be deemed null and void.

2. It is expressly agreed by the parties that this Addendum is supplemental to the Agreement, and that the provisions thereof, unless specifically modified herein, shall remain in full force and effect and shall apply to this Addendum as though they were expressly set forth herein.

3. In the event of any conflict or inconsistency between the provisions of this Addendum and any provisions of the Agreement, the provisions of this Addendum shall in all respects govern and control.

4. CSA may accept a facsimile or other electronic transmission of this Addendum as an original, and facsimile or other electronically transmitted copies of Customer's and any Guarantor's signature will be treated as an original for all purposes. THIS ADDENDUM SHALL BE EFFECTIVE WHEN IT HAS BEEN SIGNED BY CUSTOMER AND ANY GUARANTORS AND ACCEPTED BY CSA.

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed as of the date set forth below.

Canon Solutions America, Inc.

By:		By:	
Name:	Amanda Esposito	Name:	
Title:	Director	Title:	
Date:	11/20/18	Date:	

Canon Financial Services, Inc.
as authorized agent on behalf of
Canon Solutions America, Inc.

APPROVED AS TO FORM:
By: _____
City Attorney's Office
Date: 11/16/18

Canon

CANON SOLUTIONS AMERICA

Canon Solutions America, Inc. ("CSA")
One Canon Park, Melville, NY 11747
(800) 613-2228

MUNICIPAL FISCAL FUNDING ADDENDUM

Unified Lease Agreement # S0897881.03
CFS' Application Number: 1555642
CFS' Agreement Number:
Agreement Date: 11-12-18

GOVERNMENTAL ENTITY

Complete Legal Name: Cape Coral Charter School Authority ("Customer")

THIS MUNICIPAL FISCAL FUNDING ADDENDUM ("ADDENDUM") WILL BE OF NO FORCE OR EFFECT IF THE CUSTOMER IS NOT A STATE OR A POLITICAL SUBDIVISION OF A STATE WITHIN THE MEANING OF SECTION 103(C) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED.

Customer warrants that it has funds available to pay Payments payable pursuant to the Unified Lease Agreement (the "Agreement") between Customer and CSA until the end of its current appropriation period and warrants that it presently intends to make Payments in each appropriation period from now until the end of this Agreement. The officer of Customer responsible for preparation of Customer's annual budget shall request from its legislative body or funding authority funds to be paid to the Lessor under this Agreement. If notwithstanding the making in good faith of such request in accordance with appropriate procedures and with the exercise of reasonable care and diligence, such legislative body or funding authority does not appropriate funds to be paid to the Lessor for the Equipment, Customer may, upon prior written notice to CSA and the Lessor, effective upon the exhaustion of the funding authorized for the then current appropriation period, return the Equipment to the Lessor, at Customer's expense and in accordance with this Agreement, and thereupon, Customer shall be released of its obligation to make Payments to the Lessor due thereafter, provided: (1) the Equipment is returned to the Lessor as provided for in the Agreement; (2) the above described notice states the failure of the legislative body or funding authority to appropriate the necessary funds as the reason for cancellation; and (3) such notice is accompanied by payment of all amounts then due to the Lessor under this Agreement. In the event Customer returns the Equipment pursuant to the terms of this Agreement, the Lessor shall retain all sums paid by Customer. Customer's Payment obligations under this Agreement in any fiscal year shall constitute a current expense of Customer for such fiscal year, and shall not constitute indebtedness or a multiple fiscal year obligation of Customer under Customer's state constitution, state law or home rule charter. Nothing in this Agreement shall constitute a pledge by Customer of any taxes or other monies, other than as appropriated for a specific fiscal year for this Agreement and the Equipment.

The undersigned represents and warrants to CSA and the Lessor that all action required to authorize the execution and delivery of this Addendum on behalf of the above referenced Customer by the following signatory has been duly taken and remains in full force and effect. Customer agrees that CSA and the Lessor may accept a facsimile or other electronic transmission of this Addendum as an original, and that facsimile or electronically transmitted copies of Customer's signature will be treated as an original for all purposes.

ACCEPTED

Canon Solutions America, Inc.

By: _____
Title: Director
Date: 11/20/18

Canon Financial Services, Inc.
as authorized agent on behalf of
Canon Solutions America, Inc.

Customer

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM.
By: _____
City Attorney's Office
Date: 11/16/18

CFS-1220 (08/16)

Canon

CANON SOLUTIONS AMERICA
Canon Solutions America, Inc. ("CSA")
One Canon Park, Melville, NY 11747
(800)-613-2228

UNIFIED LEASE AGREEMENT

#ULF S0897881.04

Salesperson: John Francis Wermann Jr. Order Date: 11/13/2018

Customer ("You"):	Customer Account:	
Company Legal Name: Cape Coral Charter School Authority		
Doing Business As:		
Billing Address: 3507 OASIS BLVD		
City: CAPE CORAL	County: LEE	
State: FL	Zip: 33914-4914	Phone: 239.945.1999 x112
Contact: Danielle Jensen		Fax: 239.540.7677
E-Mail: Danielle.Jensen@capecharterschools.org		

Organization Information

Federal Tax Identification Number (TIN):

☐ Corporation ☐ Limited Liability Company
☐ Partnership ☐ Limited Liability Partnership
☐ Non-Profit Corporation ☑ State or Local Government
☐ Sole Proprietorship If selected, complete Date of Birth _____

Chief Executive Office and address for notices:

Address:

City: State: Zip:

Lease Information

Lease Term	# of Payments	Payment *	Amount Due at Signing
60 Months	60	$ 1,850.00 (* Plus applicable taxes)	# of Payments in Advance: 0 — TOTAL DUE AT SIGNING * $ 0.00 — Check must accompany agreement

Payment Frequency
☑ Monthly ☐ Quarterly

End of Lease Term Purchase Option *
☑ Fair Market Value ☐ $1.00 ☐ Other _____ (estimated)

Tax Exempt
☑ Yes (Attach certificate)

Equipment Description: See Schedule A

Equipment Maintenance
Select 1 option: ☑ Included for all Equipment ☐ Included, except for Equipment excluded on Schedule A ☐ Declined ☐ Under separate agreement

Excess Per Image Charge Billing Cycle
☑ Monthly ☐ Quarterly ☐ Other _____

Coverage Plan
☐ Per Unit ☑ Fleet If adding to existing fleet, applicable contract # _____ ☐ Aggregate If adding to an existing Aggregate, provide either a contract # or serial # under Aggregate.

Consumables Inclusive
☑ Toner (excludes clear) ☐ Other _____

Toner Fulfillment Method
Customer order unless noted for Equipment on Schedule A**

PO Required
☐ Yes PO# _____ ☑ No

Charges
See Schedule A

Personal Guaranty

The undersigned (whether one or more are specified, "Guarantor(s)"), in consideration of CANON SOLUTIONS AMERICA, INC. ("CSA") entering into a unified lease agreement (together with any schedules or supplements thereto, "Agreement") with the customer identified above ("Customer"), irrevocably and unconditionally, jointly and severally, guarantee to Lessor (as defined in the Agreement) and its successors and assigns, the payment when due of all amounts owed under the Agreement (whether at maturity or upon the occurrence of an event of default or otherwise) and the performance by Customer of all terms of the Agreement and any other transaction between Customer and Lessor (or CSA as assigned to Lessor) (collectively, "Liabilities"). If Customer shall fail to pay or perform any Liabilities when due, Guarantors shall, upon demand, pay any amounts which may be due from Customer and take any action required of Customer under the Agreement. This is an absolute and continuing guaranty and Guarantors' liability under this Guaranty is primary and will not be affected by any settlement, extension, renewal or modification of the Agreement or any discharge or release of Customer's obligations, whether by agreement or operation of law.

If any payment applied by Lessor on the Liabilities is thereafter set aside, recovered or required to be returned for any reason (including without limitation the bankruptcy, insolvency or reorganization of Customer or any other person), the Liabilities to which such payment was applied shall for the purposes of this Guaranty be deemed to have continued in existence, notwithstanding such application, and this Guaranty shall be enforceable as to such Liabilities as fully as if such application had never been made. This Guaranty may be terminated only upon sixty (60) days' prior written notice to CSA and Lessor, and such termination shall be effective only as to Liabilities arising under schedules, supplements, or agreements entered into after the effective date of termination and shall not affect Lessor's rights under this Guaranty arising out of the Agreement or other agreements entered into prior to such date. Guarantors waive all damages, demands, presentments and notices of every kind and nature, any rights of set-off, and any defenses available to a guarantor (other than the defense of payment and performance in full) under applicable law. Guarantors further waive any (i) notice of the incurring of indebtedness by Customer and the acceptance of this Guaranty, (ii) right to require suit against Customer or any other party before enforcing this Guaranty and (iii) right of subrogation to Lessor's rights against Customer until the Liabilities are satisfied in full. Any (a) renewals and extensions of time of payment, (b) release, substitution or compromise of or realization upon the Equipment, other guaranties or any collateral security and (c) exercise of any other right under this or any other agreement between Lessor (or CSA as assigned by Lessor) and Customer or any third party, may be made, granted and effected by Lessor without notice to Guarantors and without in any manner affecting Guarantors' liability under this Guaranty.

Guarantors shall pay all expenses (including attorneys' fees and legal expenses) paid or incurred by Lessor in endeavoring to collect the Liabilities or any part thereof and in enforcing the Guaranty. THIS GUARANTY SHALL FOR ALL PURPOSES BE DEEMED A CONTRACT ENTERED INTO IN THE STATE OF NEW JERSEY. THE RIGHTS OF THE PARTIES UNDER THIS GUARANTY SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW JERSEY WITHOUT REFERENCE TO CONFLICT OF LAW PRINCIPLES. ANY ACTION BETWEEN GUARANTORS AND LESSOR SHALL BE BROUGHT IN ANY STATE OR FEDERAL COURT LOCATED IN THE COUNTY OF CAMDEN OR BURLINGTON, NEW JERSEY, OR AT LESSOR'S SOLE OPTION, IN THE STATE WHERE ANY GUARANTOR, CUSTOMER OR EQUIPMENT IS LOCATED. GUARANTORS, BY THEIR EXECUTION AND DELIVERY HEREOF, IRREVOCABLY WAIVE OBJECTIONS TO JURISDICTION OF SUCH COURTS AND OBJECTIONS TO TO VENUE AND CONVENIENCE OF FORUM. GUARANTORS, BY THEIR EXECUTION AND DELIVERY HEREOF, AND CSA AND LESSOR,BY THEIR ACCEPTANCE HEREOF, HEREBY IRREVOCABLY WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDINGS.

Guarantors agree that CSA and Lessor may accept a facsimile or other electronic transmission of this Guaranty as an original, and that facsimile or electronically transmitted copies of Guarantors' signatures will be treated as an original for all purposes.

Printed Name: _____ Signature: _____ (no title) Date: _____

Address: _____ Phone: _____

Printed Name: _____ Signature: _____ (no title) Date: _____

Address: _____ Phone: _____

BY YOUR SIGNATURE BELOW, YOU AGREE TO LEASE THE ITEMS LISTED ON SCHEDULE A OR IN ANY ADDENDUM(S) TO THIS AGREEMENT. YOU ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT, INCLUDING THE GENERAL TERMS AND CONDITIONS, WHICH ARE INCORPORATED HEREIN BY REFERENCE. The undersigned and CSA have each caused this Agreement to be executed as of the date first written below.

Customer's Authorized Signature: _____ Date: _____

Printed Name: _____

CSA Authorized Signature: _____ Date: 11/20/18

Printed Name: Amerida Esposito Title: Director

Canon Financial Services, Inc.
as authorized agent on behalf of
Canon Solutions America, Inc.

APPROVED AS TO FORM
By: _____
City Attorney's Office
Date: 11/26/18

GENERAL TERMS AND CONDITIONS

ULF # S0897881.04

1. LEASE OF EQUIPMENT AND SOFTWARE

1.1 Listed Items; Commencement of Lease; Lessor. CSA shall supply, for lease by you as provided below, and you shall lease the units of equipment ("Equipment") and licenses of software with separate support contracts, if applicable ("Listed Software"; and together with the Equipment and all replacements and additions thereto, "Listed Items") indicated on Schedule A. The initial lessor is **Canon Financial Services, Inc.** (together with any future successors and assignees of its rights as lessor, "Lessor"). You shall keep the Listed Items at the "Ship To" location, not move them to another location without the prior written consent of Lessor (defined below), and keep them free and clear of all liens and encumbrances. This Agreement shall be effective on the date the Listed Items are delivered to you ("Lease Commencement Date"). The term of this Agreement begins on the date accepted by CSA or any later date that CSA designates ("Agreement Date") and shall continue for an initial term of the number of months specified on page 1(together with any renewal periods, "Lease Term"). Your execution of an acceptance certificate provided by CSA shall conclusively establish that the Listed Items have been delivered to and irrevocably accepted by you. If you have not, within 10 days after delivery of Equipment, delivered to Lessor written notice of non-acceptance of any Equipment, specifying the reasons and referencing this Agreement, you shall be deemed to have irrevocably accepted the Equipment. After acceptance, you shall have no right to cancel this Agreement or return the Listed Items prior to the end of the Lease Term for any reason whatsoever, including termination of any maintenance services that may be provided by CSA under this or any separate agreement. Title to all Listed Items shall be transferred by CSA to Lessor. CSA shall assign to Lessor all of its rights (but none of its obligations) with respect to the Listed Items, including the right to receive all Payments. Lessor does not and shall not assume any obligations under this Agreement. CSA shall remain solely liable for the performance of all maintenance, service, and warranty obligations described in this Agreement.

1.2 Payments and Costs. You shall pay to Lessor each billing period the fixed base and, if applicable, the per image charges and all other amounts, as listed and specified on page 1 and Schedule A and such other amounts permitted in this Agreement as invoiced by Lessor (collectively, "Payments"; per image charges are the "Usage Payments", and all other Payments are the "Fixed Payments"). If You have opted for a ninety (90) day deferral of payments, then invoicing for all Payments, including Usage Payments, shall be quarterly, and no Payment shall be due for the first ninety (90) days following commencement of the initial term. For Equipment designated as Corporate Advantage, the meter shall record a quantity of 2 images for any image produced on media wider than 8½". The Payments shall not increase during the initial term. Prepaid charges shall not be refundable except as provided in Paragraph 2.1(b). Invoices shall be due and payable upon receipt. All Payments will be applied in such order as Lessor, in its discretion, may determine. This lease is a net lease. Fixed Payments shall be made without set-off or deduction, even if the Listed Items malfunction and irrespective of any non-performance by CSA of its maintenance obligations. You authorize Lessor to adjust the Payments and the End of Term Purchase Option amount (if specified on page 1) ("Purchase Option") by up to 15% if the actual cost of the Listed Items and any related services and supplies, including any sales and use tax, exceed CSA's estimates on which such amounts were based. You shall pay a $85 documentation fee and any applicable taxes (including personal property tax), expenses, charges and fees imposed with respect to the Listed Items, the Payments or your performance or non-performance under this Agreement, and you shall reimburse Lessor for the same plus processing fees (collectively, "Costs"). You agree that Lessor may in its sole discretion apply, but shall not be obligated to apply, any amounts paid in advance to any amount due or to become due hereunder, and in no event shall any amount paid in advance earn interest unless required by applicable law. If any Payments are late, you shall pay (a) the actual and reasonable costs and expenses of collection, including attorneys' fees, whether or not suit is brought, (b) a late charge equal to the higher of 10% of the amount due or $25, as reasonable liquidated damages, and (c) if Lessor should bring court action, you agree that attorney fees equal to 25% of the amount sought shall be deemed reasonable, in each case not to exceed the maximum amount permitted by law.

1.3 Purchase Options; Return. (a) END OF TERM PURCHASE OPTION. To elect this option, you shall give Lessor 60 days' prior irrevocable written notice (unless the Purchase Option price is $1.00) that you will purchase, upon the expiration of the Lease Term, all the Listed Items at the Purchase Option price plus any Costs. (b) PRIOR TO MATURITY PURCHASE. You may, at any time, upon 60 days' prior irrevocable written notice, purchase all the Listed Items at a price equal to the sum of all remaining Payments, plus the Fair Market Value, plus Costs. For purposes of this Agreement, "Fair Market Value" shall be Lessor's retail price at the time you notify Lessor of your intent to purchase the Listed Items. (c) Listed Item purchases shall be "AS-IS WHERE-IS" without warranty, except for title; purchases of licenses of Listed Software are subject to the terms thereof. (d) Unless this Agreement contains a $1.00 Purchase Option, this Agreement shall automatically renew on a month to month basis at the same Payment amount (subject to increase of Usage Payments) and frequency unless you, at least 60 days before the end of the Lease Term, send to Lessor written notice (the "End of Term Notice") that you either (i) are purchasing all (but not less than all) of the Equipment in accordance with the terms hereof, or (ii) do not want to renew this Agreement, and at the end of the Lease Term shall return the Equipment as provided below. Unless this Agreement automatically renews or you purchase the Equipment as provided in this Agreement, you shall, at the termination of the Lease Term, return the Equipment at your sole cost and expense in good operating condition, ordinary wear and tear resulting from proper use excepted, to a location specified by Lessor. Lessor may charge you a return fee equal to the greater of one Fixed Payment or of up to $250 for the processing of returned Equipment. If for any reason you fail to return any Equipment to Lessor as provided in this Agreement by the last day of such Lease Term, you shall pay to Lessor upon demand one billing period's Fixed Payment for each billing period or portion thereof that such return is delayed. If you fail to provide the required End of Term Notice and return the Equipment at the end of the Lease Term, you shall pay to Lessor upon demand the 60 day equivalent of Fixed Payments to satisfy the End of Term Notice period referenced above. You shall reimburse Lessor for any costs incurred by Lessor to place the Equipment in good operating condition.

2. MAINTENANCE. YOU SHALL RECEIVE THE MAINTENANCE DESCRIBED IN THIS PARAGRAPH 2 ("Maintenance") ONLY IF YOU HAVE ACCEPTED MAINTENANCE ON PAGE 1. Such services are subject to the exclusions hereinafter described. Maintenance provided to you under separate agreement between CSA and you shall be governed solely by the provisions thereof.

2.1 Covered Service. (a) CSA shall provide all routine preventive maintenance and emergency service necessary to keep the Equipment in good working order in accordance with this Agreement and CSA's normal practice. Such service shall be performed between 8:30 A.M. and 5:00 P.M. Monday through Friday, except holidays. (b) You shall afford CSA reasonable and safe access to the Equipment to perform on-site service. CSA may terminate its maintenance obligations as to any Equipment if you relocate it to a site outside CSA's service coverage area. If, in CSA's opinion, any Equipment cannot be maintained in good working order through CSA's routine maintenance services, CSA may, at its option, (i) substitute comparable Equipment or (ii) cancel any balance of the term of its maintenance obligations as to such Equipment and refund the unearned portion of any prepaid Usage Payments. Parts or Equipment replaced or removed by CSA in connection with Maintenance shall become the property of Lessor and you disclaim any interest in them. (c) Installation/Implementation of Listed Software may be at an additional charge except to the extent included as a Listed Item and may be conditioned on your agreement to a separate statement of work or other document covering the scope and schedule of installation/implementation, configuration options, responsibilities of each party, and other matters, which shall solely govern as to the matters covered therein. Additional charges may apply for work beyond the initial scope described in such separate document. (d) Support for Listed Software is provided directly by the respective developers thereof and as set forth in each developer's applicable separate support contract, and is not provided by CSA under this Agreement except as expressly provided herein. Support for Listed Software may require separate purchase by you of a support contract, unless included under this Agreement as a Listed Item. The terms of support contracts for Listed Software are available from the developers, or will be provided to you by CSA upon request. Notwithstanding any provision in the support contract to the contrary, it shall automatically renew on an annual basis, subject to a price increase after the initial term. (e) CSA shall make available to you from time to time upgrades and bug fixes for the software licensed as part of the Equipment and for Listed Software, but: (i) only if such upgrades and bug fixes are provided to CSA by the developers of such Listed Software, (ii) availability of upgrades and bug fixes may be at additional charge, and (iii) installation of such upgrades and bug fixes by CSA if requested by you shall be at additional charge. You are not required to use CSA for installation of either Listed Software or for any upgrades and bug fixes, but if installation is done by anyone other than CSA, CSA shall have no responsibility for any performance or other issues that may result from such installation. (f) CSA shall also use reasonable efforts to provide Level 1 support for the Listed Software (except that for certain Listed Software, Level 1 support shall be provided only if and so long as a separate software support contract for such Listed Software from the developer thereof is in effect). Level 1 support consists of (i) providing help-line telephone assistance in operating the Listed Software and identifying service problems in the Listed Software, and attempting to troubleshoot any such problems; (ii) escalating operating problems to the applicable developer of the Listed Software as needed to rectify such problems, including facilitating contact between you and the developer of the Listed Software as necessary; and (iii) maintaining a log of such problems to assist in tracking the same.

2.2 Maintenance Term and Charges. (a) Maintenance shall start on the Lease Commencement Date and shall continue for the Lease Term. (b) Consumables Inclusive Maintenance includes replenishment of toner only (and other consumables, but only if specified on page 1). Toner is supplied for exclusive use with the Equipment. CSA may terminate the Maintenance if you use consumables in a different manner. If your toner usage exceeds by more than 10% the published manufacturer specifications for conventional office image coverage, CSA may invoice you for such excess usage. You may purchase additional toner from CSA if required. You shall bear all risk of loss, theft or damage to unused consumables, which shall remain CSA's property and shall be returned promptly upon termination of this Agreement or Maintenance. (c) If you selected the Fleet or Aggregate Coverage Plan on page 1, the Covered Images included shall apply to all of the Equipment on the Schedule unless otherwise indicated. If specified on page 1 that the Listed Items are being added to an existing Fleet Coverage Plan under a previous agreement between you and CSA, (i) the fleet shall include the listed items under the previous agreement, and all other agreements for which the add to existing fleet option was selected, and (ii) the maintenance term for all Listed Items under this Agreement shall be the same as the maintenance term for all listed items under all such previous agreements. (d) If specified on the face page that the Listed Items are being added to an existing Aggregate Coverage Plan under a previous agreement between you and CSA, the Covered Images shall apply to all of the Equipment on the schedule, unless otherwise indicated, plus the listed items under the previous agreement(s), and all other agreements for which the add to existing Aggregate Coverage Plan was selected, on an aggregated basis, for so long as the maintenance term for all such listed items continues. (e) Unless otherwise indicated on Schedule A, you authorize CSA to use networked features of the Equipment including imageWARE to receive software updates, activate features/new licenses and transmit use and service data accumulated by the Equipment over your network by means of an HTTPS protocol and to store, analyze and use such data for purposes related to servicing the Equipment, providing reports and product improvement. This feature is not capable of sending or receiving image data. (f) You shall provide meter readings to CSA in accordance with the Meter Read Method selected. If you selected the myCSA website, you, your employees or agents shall complete CSA's registration process governing access to and use of such website, and you agree to be bound by, and comply with its Terms of Use. CSA may change your meter read options from time to time upon 60 days' notice. If CSA does not receive timely meter readings from you, you shall pay invoices that reflect CSA's estimates of meter readings. CSA may verify the accuracy of any meter readings from time to time and invoice you for any shortfall in the next invoice. (g) You agree that CSA may suspend performance of Maintenance if and so long as any Payments are overdue, and that any such suspension shall not in and of itself be deemed a termination of this Agreement.

2.3 Non-Covered Service. The following services are not included within Maintenance and shall be invoiced in accordance with CSA's then current labor, parts and supply charges: (a) replacement of any consumables not provided as part of Consumable Inclusive Maintenance identified on page 1, including, without limitation, paper, toner, ink, waste containers, fuser oil, staples, other media, print heads and puncher dies; (b) repairs necessitated by factors other than normal use including, without limitation, any willful act, negligence, abuse or misuse of the Equipment; the use of parts, supplies or software not supplied by CSA; service performed by anyone other than CSA; accident; use of Equipment with non-compatible hardware or software components; electrical power malfunction or heating, cooling or humidity ambient conditions; (c) de-installation, re-installation, or relocation of Equipment; (d) repairs to or realignment of Equipment and related training necessitated by changes made to your system configuration or network environment; (e) work requested to be performed outside of CSA's regular business hours; and (f) repair of any network/system connection devices, except when listed on page 1. If you have NOT selected Maintenance on page 1, any of the maintenance services described in Paragraph 2.1 above shall be available only upon your request, either under separate agreement with CSA or invoiced in accordance with CSA's then current labor, parts and supply charges. Installation of certain Listed Software may also require a separate agreement between you and CSA setting forth the scope of work, your responsibilities in connection with such installation, and other terms and conditions as required by CSA. Such separate agreement(s) shall solely govern, and this Agreement shall not apply to, the services described therein.

3. CSA CUSTOMER SATISFACTION POLICY. If you are not satisfied with the performance of your Canon or Océ brand product, upon your written request, CSA in its sole discretion will repair or replace the product with a like unit with equivalent capabilities. Prior to replacement, CSA shall have had the opportunity to return the product to good working order in accordance with the terms of this agreement. If a replacement unit is provided, the lease hereunder of the replaced unit shall be deemed terminated and the replacement unit shall be deemed a "Listed

Item" for the lease and all other purposes of this Agreement. This policy shall apply only if you are not in default of this Agreement and Maintenance under this Agreement has not been canceled or terminated.

4. **DATA.** You acknowledge that the hard drive(s) on the Equipment, including attached devices, may retain images, content or other data that you may store for purposes of normal operation of the Equipment ("Data"). You acknowledge that Lessor is not storing Data on behalf of you and that exposure or access to the Data by CSA or Lessor, if any, is purely incidental to the services performed by CSA or Lessor or any other disposition of the Equipment by you. Neither CSA nor Lessor nor or any of their affiliates has an obligation to erase or overwrite Data upon your return of the Equipment to CSA or Lessor. You are solely responsible for: (A) your compliance with applicable law and legal requirements pertaining to data privacy, storage, security, retention and protection; and (B) all decisions related to erasing or overwriting Data. Without limiting the foregoing, you should, (i) enable the Hard Disk Drive (HDD) data erase functionality that is a standard feature on certain Equipment and/or (ii) prior to return or other disposition of the Equipment, utilize the HDD (or comparable) formatting function (which may be referred to as "Initialized All Data/Settings" function) if found on the Equipment to perform a one pass overwrite of Data or, if you have higher security requirements, you may purchase from CSA at current rates an appropriate option for the Equipment, which may include (a) an HDD Data Encryption Kit option which disguises information before it is written to the hard drive using encryption algorithms, (b) an HDD Data Erase Kit that can perform up to a 3-pass overwrite of Data (for Equipment not containing data erase functionality as a standard feature), or (c) a replacement hard drive (in which case you should properly destroy the replaced hard drive). You shall indemnify Lessor, CSA, their subsidiaries, directors, officers, employees and agents from and against any and all costs, expenses, liabilities, claims, damages, losses, judgments or fees (including reasonable attorneys' fees) arising or related to the storage, transmission or destruction of the Data. The terms of this section shall solely govern as to Data, notwithstanding that any provisions of this Agreement or any separate confidentiality or data security or other agreement now or hereafter entered into between you and CSA or Lessor applies, or could be construed to apply to Data.

5. **LIMITED WARRANTY; EXCLUSIONS & LIMITATIONS; INDEMNIFICATION**

5.1 **Limited Warranty.** Equipment is warranted only as provided in the manufacturer's warranty provided with the Equipment (for CANON brand Equipment, the manufacturer's warranty is provided by Canon U.S.A., Inc.). End user warranties, if any, for Listed Software are provided solely by the developers or suppliers of the Listed Software. So long as you are not in breach or default of this Agreement, Lessor assigns to you, solely for the purpose of making and prosecuting any such claim, the rights, if any, which Lessor may have under all such warranties for the Listed Items.

5.2 **Disclaimer of Warranties.** LESSOR IS NOT A MANUFACTURER, DEALER, OR SUPPLIER OF THE LISTED ITEMS. AS BETWEEN YOU AND LESSOR, THE LISTED ITEMS ARE LEASED "AS IS" AND ARE OF A SIZE, DESIGN, AND CAPACITY SELECTED BY YOU. LESSOR HAS MADE NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE LISTED ITEMS. The warranties, if any, provided for any of the Listed Items are enforceable by you only against the Canon company or third party making such warranties, not against any Lessor. CSA is not an agent or representative of Lessor and is not authorized to waive or alter any of Lessor's rights or make any representation for Lessor about the Listed Items, except to the extent set forth in this Agreement. EACH OF CSA AND LESSOR EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE RELATING TO THE USE OR PERFORMANCE OF THE LISTED ITEMS OR CSA'S SERVICES. THE FURNISHING OF MAINTENANCE UNDER THIS AGREEMENT DOES NOT ASSURE UNINTERRUPTED OPERATION OR USE OF ANY OF THE LISTED ITEMS.

5.3 **Limitation of Liability.** NEITHER CSA NOR LESSOR SHALL BE LIABLE FOR INJURY OR DAMAGE EXCEPT TO THE EXTENT CAUSED BY SUCH PARTY'S NEGLIGENCE OR WILLFUL MISCONDUCT. NEITHER CSA NOR LESSOR SHALL BE LIABLE FOR EXPENDITURES FOR SUBSTITUTE EQUIPMENT OR SERVICES, LOSS OF REVENUE OR PROFIT, LOSS, CORRUPTION OR RELEASE OF DATA, FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS, STORAGE CHARGES; OR INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE LEGAL THEORY ON WHICH THE CLAIM IS BASED AND EVEN IF CSA OR LESSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

5.4 **Indemnification.** You shall reimburse Lessor for and defend Lessor against any claim for losses or injury caused by the Listed Items, before and after the Lease Term ends.

6. **ADDITIONAL LEASE REQUIREMENTS.**

6.1 **Warranty of Business Purpose; Maintenance.** You warrant that the Listed Items will not be used for personal, family or household purposes. If at any time for any reason whatsoever CSA's maintenance obligations have terminated, at your sole expense you shall keep the Equipment in good working order and supply and install replacement parts and accessories when required to maintain the Equipment. Any such replacements shall be the property of Lessor and shall be deemed Equipment.

6.2 **Risk of loss; Insurance.** Effective upon delivery to you, you shall bear the entire risk of any loss or theft of or damage to the Equipment ("Loss"). You shall obtain and maintain during the term hereunder including all renewals and extensions, at your expense, (a) property insurance for the full replacement value of the Equipment and (b) comprehensive public liability and property damage insurance. All such insurance shall provide for a deductible not exceeding $5,000 and be in form and amount and with companies satisfactory to Lessor. Each insurer providing such insurance shall name Lessor as additional insured and loss payee and provide Lessor 30 days' prior written notice of alteration or cancellation. You shall deliver certificates or other evidence of insurance to Lessor. You appoint Lessor as your attorney-in-fact solely to make claim for, receive payment of, and execute and endorse documents, checks, or drafts for any Loss. If within 10 days after request you fail to deliver satisfactory evidence of such insurance to Lessor, then Lessor shall have the right, but not the obligation, to obtain insurance covering Lessor's interests in the Equipment, and add the costs of maintaining such insurance, and an administrative fee, to the amounts due from you under this Agreement. Lessor and any of its affiliates may make a profit on the foregoing. You shall promptly (i) repair or replace any Equipment subject to a Loss or (ii) pay to Lessor the Remaining Lease Balance (defined below). No Loss shall relieve you of any obligation under this Agreement.

7. **DEFAULT; REMEDIES.** You shall be in default of this Agreement if: (a) you fail to make any Payments when due or perform any of your other obligations under this Agreement; (b) you fail to make payments when due of any indebtedness to Lessor; (c) you or any guarantor of your obligations ("Guarantor") cease doing business as a going concern; (d) you or any Guarantor become insolvent or make an assignment for the benefit of creditors; (e) a petition or proceeding is filed by or against you or any Guarantor under any bankruptcy or insolvency law; (f) a receiver, trustee, conservator, or liquidator is appointed for you, any Guarantor, or any of your or any Guarantor's property; (g) any statement, representation or warranty made by you or any Guarantor to CSA or Lessor is incorrect in any material respect; or (h) you or any Guarantor who is a natural person die. If you are in default, you shall pay for Lessor's reasonable collection and other costs, and without limiting any of CSA's rights hereunder or under applicable law, Lessor may exercise (on behalf of itself and, as applicable, CSA) any one or all of the following remedies: (1) declare all unpaid Fixed Payments immediately due and payable, with Lessor retaining title to the Listed Items; (2) terminate any and all agreements with you; (3) without notice, demand or legal process, retake possession of the Listed Items (and you authorize Lessor to enter upon the premises where the Listed Items may be found) and (A) retain the Listed Items and all Payments and other sums paid, (B) re-lease the Listed Items and recover from you the amount by which the Remaining Lease Balance exceeds the value attributed to the Listed Items by Lessor for purposes of calculating the payments under the new lease agreement, or (C) sell the Listed Items and recover from you the amount by which the Remaining Lease Balance exceeds the net amount received by Lessor from such sale; or (4) pursue any other remedy permitted at law or in equity. Lessor may sell the Listed Items after preparing them or not and may disclaim warranties of title and the like. If the Listed Items are not available for sale, you shall be liable for the Remaining Lease Balance and any other amounts due. The "Remaining Lease Balance" shall be the sum of: (i) all Fixed Payments then owed by you to Lessor; (ii) the present value of all remaining Fixed Payments for the full Lease Term; (iii) the Purchase Option of the Listed Items indicated on the face of this Agreement; plus (iv) any applicable taxes, expenses, charges, and fees. For purposes of determining present value, Fixed Payments shall be discounted at 3% per year.

8. **SECURITY; WAIVER.** You authorize Lessor to file any form of financing or continuation statements and amendments thereto. THE LEASE CREATED BY THIS AGREEMENT IS INTENDED AS A "FINANCE LEASE" AS THAT TERM IS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE ("UCC 2A) AND LESSOR IS ENTITLED TO ALL BENEFITS, PRIVILEGES AND PROTECTIONS OF A LESSOR UNDER A FINANCE LEASE. YOU WAIVE YOUR RIGHTS AS A LESSEE UNDER UCC 2A SECTIONS 508-522, AND YOU IRREVOCABLY WAIVE ANY RIGHT TO NOTICE THEREOF. If the lease is determined not to be a true lease, you grant Lessor a security interest in the Listed Items. Your exact legal name, your chief executive office address, and your jurisdiction of organization are as set forth on page 1; if you change any of them or the corporate structure, you shall provide prior written notice to Lessor 30 days before such change. Upon request, you will execute and deliver to Lessor such documents as required or appropriate.

9. **GENERAL**

9.1 **Choice of Law and Forum.** THIS AGREEMENT AND ALL CLAIMS, DISPUTES AND CAUSES OF ACTION RELATING THERETO, WHETHER SOUNDING IN CONTRACT, TORT OR STATUTE, SHALL FOR ALL PURPOSES BE GOVERNED BY THE LAWS OF NEW JERSEY WITHOUT REFERENCE TO CONFLICT OF LAW PRINCIPLES. YOU CONSENT TO THE EXCLUSIVE JURISDICTION AND VENUE OF ANY STATE OR FEDERAL COURT LOCATED WITHIN CAMDEN OR BURLINGTON COUNTY, NEW JERSEY, OR AT LESSOR'S OPTION IN ANY STATE WHERE YOU OR THE EQUIPMENT ARE LOCATED. YOU WAIVE OBJECTIONS TO THE JURISDICTION OF SUCH COURTS, OBJECTIONS TO VENUE AND TO CONVENIENCE OF FORUM. ANY SUIT, OTHER THAN ONE SEEKING PAYMENT OF AMOUNTS DUE, SHALL BE COMMENCED, IF AT ALL, WITHIN 1 YEAR OF THE DATE THAT THE CLAIM ACCRUES. THE PARTIES IRREVOCABLY WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUIT BETWEEN THEM.

9.2 **Entire Agreement; Electronic Acceptance.** This Agreement shall be binding upon you when you sign it, upon CSA when CSA has installed the Equipment, and upon Lessor when you have accepted the Listed Items. All provisions of this Agreement, including Section 4, which by their nature can be construed to survive the expiration or termination of the Agreement shall so survive. CSA or Lessor may insert missing or correct other information including the Listed Item description, serial number, and location; and corrections to your legal name; but otherwise this Agreement (together with any separate agreement entered into between you and CSA as described in Section 2.3 above) constitutes the entire agreement between the parties with respect to the subject matter hereof. Any purchase order utilized by you shall be for your administrative convenience only, and any terms therein which conflict with, vary from or supplement the provisions of this Agreement shall be deemed null and void. No representation or statement shall be binding upon Lessor or CSA as a warranty or otherwise unless it is contained in the original of this Agreement. This Agreement shall not be modified or amended except in a written amendment signed by an authorized signer of CSA and you. If a court finds any provision to be unenforceable, the remaining provisions shall remain in full force and effect. You expressly disclaim having relied upon any statement concerning the capability, condition, operation, performance or specifications of the Listed Items, except to the extent set forth in the original of this Agreement. CSA or Lessor may accept electronic images of this Agreement or any Acceptance Certificate as originals, and electronic copies of your signature will be treated as original for all purposes.

9.3 **Joint and Several Liability; Assignment.** If more than one entity executes this Agreement as the Customer, your obligations shall be joint and several. YOU SHALL NOT ASSIGN OR PLEDGE THIS AGREEMENT, NOR SHALL YOU SUBLET OR LEND ANY LISTED ITEMS. Each of CSA and Lessor may pledge or assign its rights under this Agreement. If a Lessor assigns its rights, the assignee will have the same rights and benefits that the Lessor had and shall not have any obligations hereunder. The rights of the assignee will not be subject to any claims, defenses, or setoffs that you may have against the Lessor.

9.4 **Notices.** All notices required or permitted under this Agreement shall be sufficient if delivered personally, sent via facsimile or other electronic transmission, or mailed to such party at the address set forth on page 1 or at such other address as such party may designate in writing from time to time. Notices shall be effective 3 days after deposit in the U.S. mail, duly addressed, or upon delivery via personal or express delivery, facsimile or other electronic transmission. You shall send all notices regarding lease provisions to Lessor only, and all notices regarding maintenance provisions to CSA only.

Address for notices to Canon Solutions America, Inc.:	**Address for notices to Canon Financial Services, Inc.:**
300 Commerce Square Blvd.	158 Gaither Drive, Suite 200
Burlington, NJ 08016	Mount Laurel, NJ 08054
Attn: Customer Service Department	Attn: Customer Service Department
Phone: (800) 613-2228	Phone: (800) 220-0330
Fax: (800) 220-4002	Fax: (856) 813-5122
Email: customercare@csa.canon.com	Email: customer@cfs.canon.com

9.5 **USA PATRIOT Act; Credit information.** To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who enters into a lease. This means that when you enter into a lease, Lessor may ask for, among other things: (a) your federal tax identification number and (b) your date of birth, if you are a sole proprietor. Lessor may also ask to see identifying documents. You authorize your credit references, any credit reporting agency, or any third party (including Lessor) to collect any credit information and to release the same to Lessor, its affiliates, and their respective designees or assignees.

Canon

CANON SOLUTIONS AMERICA
Canon Solutions America, Inc. ("CSA")
One Canon Park, Melville, NY 11747
(800)-613-2228

Unified Lease Agreement **Schedule A**

#ULF S0897881 04 Page 3 of 6

Customer Name: Cape Coral Charter School Authority

Ship To Information

Delivery Address 2817 SW 3rd Ln
City CAPE CORAL County LEE
State FL Zip 33991 Phone # 239 945 1999 x112
Delivery Contact Danielle Jensen Fax #
E-Mail Danielle Jensen@capecharterschools org

Connectivity Contact Danielle Jensen
I/T Phone # 239 945 1999 x112 E-Mail Danielle Jensen@capecharterschools org
Elevator Yes ☑ No ☐ Loading Dock Yes ☐ No ☑
Earliest Delivery Date 11/28/2018 # of Steps 0 Hours of Operation 9-5
Special Instructions

Equipment and Software ("Listed Items")

Item Code	Product Description	Qty	Serial #
0192C072	IRADV8505IV2	1	
0099C002	STAPLE FINISHER-X1	1	
1972V073	ESP NEXT GEN PCS POWER FILTER (120V/20A) XG-PC	1	
2966V467	IR ADV 8585/95/05 INSTALL PAK	1	
2368V118	HIGH VOLUME CONNECTIVITY OVER 80PPM	1	

Equipment Maintenance Information

Complete the following information. If Maintenance is selected on the face page, Maintenance is automatically selected herein unless you choose the option to exclude Maintenance by checking box(es) below

☐ Equipment excluded from Maintenance ☐ Corporate Advantage ☐ Equipment under separate MPS agreement

Covered Images Included		Start Meter		Excess per Image Charge	
B & W	Color	B & W	Color	B & W	Color

☐ Auto Toner Fulfillment **(Requires imageWare Remote)

Alternate Meter Read Method _____

☐ Equipment excluded from Maintenance ☐ Corporate Advantage ☐ Equipment under separate MPS agreement

Covered Images Included		Start Meter		Excess per Image Charge	
B & W	Color	B & W	Color	B & W	Color

☐ Auto Toner Fulfillment **(Requires imageWare Remote)

Alternate Meter Read Method _____

Key to Meter Read Method: imageWARE Remote (unless noted above) / W = eManage Website

Canon

CANON SOLUTIONS AMERICA
Canon Solutions America, Inc. ("CSA")
One Canon Park, Melville, NY 11747
(800)-613-2228

Unified Lease Agreement **Schedule A**

#ULF S0897881 04

Customer Name: Cape Coral Charter School Authority

Ship To Information

Delivery Address 3507 OASIS BLVD		Connectivity Contact Danielle Jensen	
City CAPE CORAL	County LEE	I/T Phone # 239 945 1999 x112	E-Mail Danielle.Jensen@capecharterschools.org
State FL Zip 33914-4914	Phone # 239 945 1999 x112	Elevator Yes ☑ No ☐	Loading Dock Yes ☐ No ☑
Delivery Contact Danielle Jensen	Fax #	Earliest Delivery Date 11/28/2018 # of Steps 0	Hours of Operation 9-5
E-Mail Danielle.Jensen@capecharterschools.org		Special Instructions	

Equipment and Software ("Listed Items")

Item Code	Product Description	Qty	Serial #
0192C073	IRADV8595IV2	1	
0099C002	STAPLE FINISHER-X1	1	
1972V073	ESP NEXT GEN PCS POWER FILTER (120V/20A) XG-PC	1	
2966V467	IR ADV 8585/95/05 INSTALL PAK	1	
2368V118	HIGH VOLUME CONNECTIVITY OVER 80PPM	1	
0294C024	IRADV6565IV2	1	
0124C003	STAPLE FINISHER-V2 (CANNOT BE USED W/ IR ADV 85	1	
0166C007	SUPER G3 FAX BOARD-AS2	1	
1972V073	ESP NEXT GEN PCS POWER FILTER (120V/20A) XG-PC	1	
2966V466	IR ADV 6555/65/75 INSTALL PAK	1	
2368V120	MID VOLUME CONNECTIVITY 30+PPM UP TO 79PPM	1	
IntSupplies	Pre-Installed Supplies Installed in Machine	1	

Equipment Maintenance Information

Complete the following information, if Maintenance is selected on the face page. Maintenance is automatically selected herein unless you choose the option to exclude Maintenance by checking box(es) below.

☐ Equipment excluded from Maintenance ☐ Corporate Advantage ☐ Equipment under separate MPS agreement

Covered Images Included		Start Meter		Excess per Image Charge	
B & W	Color	B & W	Color	B & W	Color

☐ Auto Toner Fulfillment **(Requires ImageWare Remote)

Alternate Meter Read Method _____

☐ Equipment excluded from Maintenance ☐ Corporate Advantage ☐ Equipment under separate MPS agreement

Covered Images Included		Start Meter		Excess per Image Charge	
B & W	Color	B & W	Color	B & W	Color

☐ Auto Toner Fulfillment **(Requires imageWare Remote)

Alternate Meter Read Method _____

Key to Meter Read Method: ImageWARE Remote unless noted above (or) W = eManage website

Canon

CANON SOLUTIONS AMERICA

Canon Solutions America, Inc. ("CSA")
One Canon Park, Melville, NY 11747
(800)-613-2228

Unified Lease Agreement **Schedule A**

#ULF S0897881 04 Page 5 of 5

Customer Name: Cape Coral Charter School Authority

Ship To Information

Delivery Address: 3507 OASIS BLVD		Connectivity Contact: Danielle Jensen	
City: CAPE CORAL	County: LEE	I/T Phone #: 239 945 1999 x112	E-Mail: Danielle.Jensen@capecharterschools.org
State: FL Zip: 33914-4914	Phone #: 239 945 1999 x112	Elevator: Yes ☑ No ☐	Loading Dock: Yes ☐ No ☑
Delivery Contact: Danielle Jensen	Fax #:	Earliest Delivery Date: 11/28/2018	# of Steps: 0 Hours of Operation: 9-5
E-Mail: Danielle.Jensen@capecharterschools.org		Special Instructions:	

Equipment and Software ("Listed Items")

Item Code	Product Description	Qty	Serial #
1407C028	IRADV4545IV2	1	
1419C002	CASSETTE FEEDING UNIT-AN1	1	
0613C002	STAPLE FINISHER-Y1	1	
1426C001	BUFFER PASS UNIT-N1	1	
1972V064	ESP NEXT GEN PCS POWER FILTER (120V/15A) XG-PC	1	
2246V629	IMAGERUNNER ADV 4251/4245/4551i/4545i INSTALL PA	1	
2368V120	MID VOLUME CONNECTIVITY 30+PPM UP TO 79PPM	1	
IntSupplies	Pre-Installed Supplies Installed in Machine	1	

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Unified Lease Agreement **Schedule A**

#ULF S0897881 04 Page 6 of 6

Customer Name: Cape Coral Charter School Authority

Ship To Information

Delivery Address 3519 OASIS BLVD		Connectivity Contact Danielle Jensen	
City CAPE CORAL	County LEE	I/T Phone # 239 945 1999 x112	E-Mail Danielle Jensen@capecharterschools org
State FL Zip 33914-4914	Phone # 239 945 1999 x112	Elevator Yes ☑ No ☐	Loading Dock Yes ☐ No ☑
Delivery Contact Danielle Jensen	Fax #	Earliest Delivery Date 11/28/2018	# of Steps 0 Hours of Operation 9-5
E-Mail Danielle Jensen@capecharterschools org		Special Instructions	

Equipment and Software ("Listed Items")

Item Code	Product Description	Qty	Serial #
0192C073	IRADV8595IV2	1	
0099C002	STAPLE FINISHER-X1	1	
1972V073	ESP NEXT GEN PCS POWER FILTER (120V/20A) XG-PC	1	
2966V467	IR ADV 8585/95/05 INSTALL PAK	1	
2368V118	HIGH VOLUME CONNECTIVITY OVER 80PPM	1	
0294C024	IRADV6565IV2	1	
0124C003	STAPLE FINISHER-V2 (CANNOT BE USED W/ IR ADV 85	1	
0166C007	SUPER G3 FAX BOARD-AS2	1	
1972V073	ESP NEXT GEN PCS POWER FILTER (120V/20A) XG-PC	1	
2966V466	IR ADV 6555/65/75 INSTALL PAK	1	
2368V120	MID VOLUME CONNECTIVITY 30+PPM UP TO 79PPM	1	
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B & W	Color	B & W	Color	B & W	Color

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Alternate Meter Read Method _____

Any to Meter Read Method ...maps/ARE Remote unless noted above (iW Web/eManage website

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(800)-613-2228

Unified Lease Agreement **Schedule A**

#ULF S0897881 04 Page 2 of 6

Customer Name: Cape Coral Charter School Authority

Ship To Information

Delivery Address: 3415 OASIS BLVD
City: CAPE CORAL County: LEE
State: FL Zip: 33914-4914 Phone #: 239 945 1999 x112
Delivery Contact: Danielle Jensen Fax #
E-Mail: Danielle.Jensen@capecharterschools.org

Connectivity Contact: Danielle Jensen
I/T Phone #: 239 945 1999 x112 E-Mail: Danielle.Jensen@capecharterschools.org
Elevator: Yes ☑ No ☐ Loading Dock: Yes ☐ No ☑
Earliest Delivery Date: 11/28/2018 # of Steps: 0 Hours of Operation: 9-5
Special Instructions:

Equipment and Software ("Listed Items")

Item Code	Product Description	Qty	Serial #
0192C073	IRADV8595iV2	1	
0099C002	STAPLE FINISHER-X1	1	
1972V073	ESP NEXT GEN PCS POWER FILTER (120V/20A) XG-PC	1	
2966V467	IR ADV 8585/95/05 INSTALL PAK	1	
2368V118	HIGH VOLUME CONNECTIVITY OVER 80PPM	1	
0294C024	IRADV6565iV2	1	
0124C003	STAPLE FINISHER-V2 (CANNOT BE USED W/ iR ADV 85	1	
0166C007	SUPER G3 FAX BOARD-AS2	1	
1972V073	ESP NEXT GEN PCS POWER FILTER (120V/20A) XG-PC	1	
2966V466	iR ADV 6555/65/75 INSTALL PAK	1	
2368V120	MID VOLUME CONNECTIVITY 30+PPM UP TO 79PPM	1	
IntSupplies	Pre-Installed Supplies Installed in Machine	1	

Equipment Maintenance Information

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Unified Lease Agreement **Schedule A**

#ULF S0897881 04 Page 1 of 5

Customer Name: Cape Coral Charter School Authority

Ship To Information

Delivery Address 2817 SW 3rd Ln.
City CAPE CORAL County LEE
State FL Zip 33991 Phone # 239 945 1999 x112
Delivery Contact Danielle Jensen Fax #
E-Mail Danielle Jensen@capecharterschools org

Connectivity Contact Danielle Jensen
I/T Phone # 239 945 1999 x112 E-Mail Danielle Jensen@capecharterschools org
Elevator Yes ☑ No ☐ Loading Dock Yes ☐ No ☑
Earliest Delivery Date 11/28/2018 # of Steps 0 Hours of Operation 9-5
Special Instructions

Equipment and Software ("Listed Items")

Item Code	Product Description	Qty	Serial #
0294C024	IRADV6565IV2	1	
0124C003	STAPLE FINISHER-V2 (CANNOT BE USED W/ IR ADV 85	1	
0166C007	SUPER G3 FAX BOARD-AS2	1	
1972V073	ESP NEXT GEN PCS POWER FILTER (120V/20A) XG-P(	1	
2966V466	IR ADV 6555/65/75 INSTALL PAK	1	
2368V120	MID VOLUME CONNECTIVITY 30+PPM UP TO 79PPM	1	
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Canon

CANON SOLUTIONS AMERICA

Canon Solutions America, Inc. ("CSA")
One Canon Park, Melville, NY 11747
(800) 613-2228

LEASE UPGRADE, TRADE-IN, RETURN OR BUY-OUT REIMBURSEMENT ADDENDUM TO AGREEMENT # S0897881.04 (the "AGREEMENT")

Customer ("You"):		Customer Account:
Company: Cape Coral Charter School Authority		
Address: 3507 OASIS BLVD		
City: CAPE CORAL		County: LEE
State: FL	Zip: 33914-4914	Phone #: 239.945.1999 x112
Email: Danielle.Jensen@capecharterschools.org		

Buy-out Reimbursement

$ 16,675.00 to be paid under the circumstances described in Section 1 below.

Payable to: [X] You [ ] Canon Financial Services, Inc.

Reason for check issuance: _____

Lease Upgrade or Buy-out Acknowledgement

If this transaction includes a lease upgrade or buy-out to be paid upon delivery and acceptance of the Equipment listed on the Agreement, select one of the following:

- [ ] Not Applicable
- [ ] You will return the equipment to the leasing company according to the terms and conditions of your lease agreement.
- [X] CSA will return the equipment to the leasing company per Section 2 below.
- [ ] You will retain the equipment.
  If so, will the equipment remain under a CSA Maintenance Agreement?
  Yes [ ] If yes, under an Existing Contract [ ] or New Contract [ ] No [ ]
- [ ] CSA will pick up the equipment for Trade In.

List the leasing company and lease number associated with any lease upgrade or buy-out.

Leasing Company Name	Lease Number
Wells Fargo	123456

Return Authorization

Please select one:

- [ ] Trade-In
  Please note that any applicable trade-in credit is reflected in the periodic lease payments or purchase price as specified in the Agreement
  Equipment Condition: [ ] Good Working Condition [ ] As is condition
- [ ] Return Equipment to selected Leasing Company
  - [ ] Canon Financial Services
- [ ] Return Equipment to CSA. Original Order Date _____

Pick-Up Information:

- [ ] Same Date as Delivery of Listed Items specified on the Agreement.
- [ ] Other Specified Date: ____ / ____ / _____
  (but no longer than 30 days after delivery of Listed Items under Agreement)

Contact Name: _____ Phone: _____

E-Mail: _____

Special Removal Instructions: _____

Return Code:	Item Code	Description	Serial #	Meter Reading	Equipment location, if different than above	Contact Name & Phone	Email	Alt. Pick Up Date
R-CFS		Xerox	5890					

Return Codes: Trade-In:TRD Return to CFS:R-CFS Return to CSA:R-CSA

You have agreed to acquire from CSA certain Listed Items pursuant to the Agreement. By your signature below, you agree to supplement the terms of the Agreement as follows:

1. **If Buy Out Reimbursement is selected:** The Buy-Out Reimbursement indicated above will be paid directly to the designated party by CSA upon installation and testing of the Listed Items and payment to CSA (by you or by the Leasing Company) of the purchase price for the Listed Items. The Buy-Out Reimbursement will be paid for the sole purpose of reimbursement of early termination charges or fees and associated expenses payable for (a) early termination of the lease of the Trade-in or Return Equipment or for other equipment being replaced by the Listed Items under the Agreement, (b) refinancing the lease of other equipment or (c) preparation of the site for installation of Listed Items. You acknowledge and agree that CSA's financial obligation is limited to the Buy-Out Reimbursement amount, and that you are responsible for any other obligations, including any charges which are not covered by the Buy-Out Reimbursement.
2. **If Trade-In Equipment or Return to Leasing Company is selected:** You hereby authorize CSA to pick up the Trade-in or Return Equipment listed above. You agree to pay CSA's removal charges if, on the date specified above, the Trade-in or Return Equipment is unavailable for pickup and removal through no fault of CSA. Trade-in Equipment shall be conveyed to CSA, and (a) you represent that CSA will receive good and marketable title to each unit of Trade-in Equipment, free and clear of any and all liens and leasehold interests, (b) you warrant that the Trade-In Equipment will be delivered to CSA (unless specified above that the trade-in is on an "As Is" basis) in good working condition, reasonable wear and tear excepted, and (c) you shall make the Trade-In Equipment available for pickup by CSA on the relevant date specified above. If you breach or fail to comply with any of the foregoing, CSA may, without limiting its other remedies under applicable law, return the Trade-In Equipment to you (at your expense both for the return and the original pickup) and rescind, or require you to refund to CSA, promptly upon receipt of CSA's invoice, the full amount of any trade-in credit reflected in the Agreement (which amount shall equal the fair market value of such Trade-In Equipment, as determined by CSA). Return Equipment shall be shipped to the Leasing Company specified above, and CSA's sole obligation is to use commercially reasonable efforts to pick-up and remove the Return Equipment and to arrange, on your behalf and at CSA's expense and risk (but only to the extent of obvious damage in transit), for the shipment of the Return Equipment to the Leasing Company.
3. **DATA.** You acknowledge that the hard drive(s) on the Equipment, including attached devices, may retain images, content or other data that you may store for purposes of normal operation of the Equipment ("Data"). You acknowledge that CSA is not storing Data on behalf of you and that exposure or access to the Data by CSA, if any, is purely incidental to the services performed by CSA. Neither CSA nor any of their affiliates has an obligation to erase or overwrite Data upon Your return of the Equipment to CSA or any leasing company. You are solely responsible for: (i) your compliance with applicable law and legal requirements pertaining to data privacy, storage, security, retention and protection; and (ii) all decisions related to erasing or overwriting Data. The terms of this section shall solely govern as to Data, notwithstanding that any provisions of this Agreement or any separate confidentiality or data security or other agreement now or hereafter entered into between you and CSA could be construed to apply to Data.

THIS ADDENDUM SHALL BECOME EFFECTIVE AT THE SAME TIME AS THE AGREEMENT BECOME EFFECTIVE IN ACCORDANCE WITH THE TERMS THEREOF. EXCEPT AS SUPPLEMENTED HEREBY THE AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

Customer's Authorized Signature _____ Date _____

Printed Name _____ Title _____

SLS-0048 March 2018 CSA

APPROVED AS TO FORM
By: _____
City Attorney's Office
Date: 11/16/18

Canon

CANON SOLUTIONS AMERICA

Canon Solutions America, Inc. ("CSA")
One Canon Park, Melville, NY 11747
(800) 613-2228

SPECIAL LEASED EQUIPMENT REIMBURSEMENT & RETURN AGREEMENT

Related to agreement # S0897881.04

Salesperson John Francis Wermann Jr. Order Date: 11 / 13 / 2018

Customer ("you"):	Customer #:
Company: Cape Coral Charter School Authority	
Address: 3507 OASIS BLVD	
City: CAPE CORAL	County: LEE
State: FL	Zip: 33914-4914

End of Lease Conditions and Lease Return Instructions:

Lease Term Status: ☒ Original Term ☐ In Renewal Term(s)

Lease End Date (or end of Renewal Term if applicable): ***Complete in table below***

Lease non-renewal notification requirement: (Check one)

☐ 30 Days ☐ 60 Days ☐ 90 Days ☐ Other _____

Return Options: (Check one)

☒ CSA will Return the Equipment to the Leasing Company subject to the Terms and Conditions of this Agreement

☐ CSA will not pick up and return the Equipment to the Leasing Company

Leasing Company _____

Lease # _____

Customer Reimbursement:

Promotional Customer Reimbursement ..... $ _____

Other (describe) _____ $ _____

Total ..... $ _____

Customer Contact for Equipment Return Coordination

Primary Contact Name:

Title:

Phone #:

Email Address:

Alternative Contact Name:

Phone#

Email Address:

Pick Up Location Information:

Hours of Operation _____ # Steps _____

Elevator: Yes ☐ No ☐ Loading Dock: Yes ☐ No ☐

Other Requirements: _____

Required Documentation:

This executed form must be accompanied by the following Documents:

- A copy of the related executed Lease Agreement
- A copy of your most recent lease invoice

PLEASE PRINT EQUIPMENT LOCATION INFORMATION BELOW:

Brand	Model / Accessory Description	Serial #	Meter Reading	Lease End Date	Street	City	State	Zip

CSA or its designee will issue a check to you for the Reimbursement Amount specified above for the sole purpose of reimbursement of early termination charges or fees and associated expenses for equipment being replaced by the listed items in the Agreement referenced above. You shall retain all payment obligations associated with your lease(s).

If you have elected to have CSA return Equipment to your Leasing Company above, you hereby authorize CSA to use commercially reasonable efforts to pick up the equipment listed above in its existing condition, store in a CSA designated location and transport such equipment to the Leasing Company return location at CSA's expense. You acknowledge that CSA's obligations hereunder are limited to transportation and/or storage of equipment and that CSA or its designee does not inspect functionality prior to relocation and therefore makes no representation regarding functionality upon delivery. CSA shall only be responsible for obvious damage which occurs during relocation. If CSA is returning the equipment to a Leasing Company on your behalf, you agree to notify the Leasing Company of your intent to return the equipment within your contractual timeframe, which you have indicated above. In addition, you agree to obtain the required return authorization and return instructions ("Instructions") from the Leasing Company and provide the same to CSA promptly so CSA may return the equipment within 30 days of the earliest date permitted on the Instructions but not sooner than 30 days from CSA's receipt of the Instructions. If for any reason you do not provide CSA the Instructions within 60 days of the Lease End Date indicated above, CSA will attempt to contact you to obtain such Instructions. If CSA is unable to contact you or you fail to respond to CSA request for information, you authorize CSA to attempt to obtain such Instructions directly from the Leasing Company or otherwise dispose of the Equipment to avoid further storage costs. All Instructions must be sent by email to CSA at the following address: ESSRelocationInstructions@csa.canon.com

CSA SHALL NOT BE LIABLE FOR INJURY OR DAMAGE EXCEPT TO THE EXTENT CAUSED BY CSA'S NEGLIGENCE OR WILLFUL MISCONDUCT. CSA SHALL NOT BE LIABLE FOR LOSS OF REVENUE OR PROFIT, LOSS, CORRUPTION OR RELEASE OF DATA, FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS, STORAGE CHARGES OR INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT REGARDLESS OF THE LEGAL THEORY ON WHICH THE CLAIM IS BASED AND EVEN IF CSA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. This agreement and all claims, disputes and causes of action relating thereto, whether sounding in contract, tort or statute, shall be governed by and construed in accordance with the laws of the State of New York. You consent to the exclusive jurisdiction and venue of any State or Federal Court located within the City of New York upon service of process made in accordance with the applicable statutes and rules of the State of New York or the United States. Any and all suits you commence against CSA, whether or not arising under this agreement, shall be brought only in the State or Federal Courts located within the City of New York, you hereby waive objections as to venue and convenience of forum. Any suit, other than one seeking payment of amounts due hereunder, shall be commenced, if at all, within one (1) year of the date that the claim accrues. The parties irrevocably waive any right to a jury trial in any suit between them.

DATA. You acknowledge that the hard drive on the Equipment may retain images, content or other data that you may store for purposes of normal operation of the Equipment ("Data"). You acknowledge that CSA is not storing Data on behalf of you and that exposure or access to the Data by CSA, if any, is purely incidental to the services performed by CSA. Neither CSA nor any of their affiliates has an obligation to erase or overwrite Data upon Your return of the Equipment to CSA or any leasing company. You are solely responsible for: (i) Your compliance with applicable law and legal requirements pertaining to data privacy, storage, security, retention and protection; and (ii) all decisions related to erasing or overwriting Data. The terms of this section shall solely govern as to Data, notwithstanding that any provisions of this Agreement or any separate confidentiality or data security or other agreement now or hereafter entered into between you and CSA could be construed to apply to Data.

Customer's Authorized Signature _____

Printed Name _____ Title _____ Date _____

APPROVED AS TO FORM.
By: _____
City Attorney's Office
Date: 11/16/17

Item Number:	**B.(5)**
Meeting Date:	**12/10/2018**
Item Type:	**CONSENT AGENDA**

AGENDA REQUEST FORM
CITY OF CAPE CORAL

TITLE:
Resolution 272-18 Approve Purchase Order(s) to GL Distributors, Inc, via a piggyback with the Florida State Contract 46151504-NASPO-17-ACS as a distributor for GH Armor Systems, Inc. at a cost of $159,169 for outer carriers, rifle plates, vest and to various vendors for smaller purchases for tactical equipment totaling $56,560 for a grand total purchase of $215,729; And approve the use of the Police Federal Confiscation Special Revenue Funds for these purchases; And authorize the City Manager or designee to execute the Purchase Orders; Department: Police; Estimated Annual Dollar Value $215,729; (Special Revenue Fund)

REQUESTED ACTION:
Approve or Deny

STRATEGIC PLAN INFO:

1. Will this action result in a Budget Amendment? Yes
2. Is this a Strategic Decision?
   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. To better protect the City of Cape Coral Police Officers for incidents of assault or ambush, the Police Department is requesting to purchase outer carrier vests with an additional rifle plate that will provide police officers increased protection. This will also allow all required safety equipment to be carried on their body, versus some equipment that have become optional carry due to lack of space. on the duty belt. This will also provide better maneuverability and decrease lower back injuries.
2. Additionally, a request is being made to purchase the remaining number of ballistic helmets and face shields needed to provide head protection which will provide additional protection.
3. Staff is requesting the purchase of 230 Gator Hawk outer carriers and large caliber protective rifle plates from GL Distributors, Inc. at a cost of $152,558.50; 17 Gator Hawk over ballistic vest and large caliber rifle plates at a cost of $5,995.22 utilizing the Florida State Contract 46151504-NASPO-17-ACS (NASPO Master Agreement 2016-179 – GL Distributors, Inc. is a distributor for GH Armor Systems, inc.) and 30 Velcro “Community Response Team” ID patches at a cost of $615 for a total of $159,168.72.
4. This request 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"*.

5. Additionally – Staff is requesting the following purchases that were either quoted and/or a City Contract was utilized: (a) purchase of 103 ballistic helmets and face shields from Security Pro USA at a cost of $31,209 (quoted); (b) 460 magazine pouches from Elite Defense at a cost of $9,553 (quoted); (c) 230 long-sleeve tactical shirts from LP Distributors at a cost of $8,855 (City Bid-PD16-514/CH); (d) 30 sets of protective gear from OfficerStore at a cost of $6,942.90 (quoted) for a total of $56,559.90.
6. If approved, all the purchases requested will be in the amount of $215,728.62
7. Staff is also requesting the use of the Police Federal Confiscation Special Revenue Funds for the purchases stated above in the total amount of $215,728.62.
8. If funding approved, it will be part of Budget Amendment #1 which is projected to be presented to Council in April 2019

LEGAL REVIEW:

EXHIBITS:
Department Recommendation Memo
Resolution 272-18
State of Florida Participating Addendum with GH Armor Systems, Inc.

PREPARED BY:

Wanda Roop	Division- Procurement	Department- Finance

SOURCE OF ADDITIONAL INFORMATION:
David Newlan, Police Chief

ATTACHMENTS:

	Description	Type
🗋	Department Memo	Backup Material
🗋	Resolution 272-18	Resolution
🗋	State of Florida Participating Addendum with GH Armor Systems, Inc.	Backup Material

CAPE CORAL POLICE DEPARTMENT

Office of the Chief of Police

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

FROM: David Newlan, Chief of Police

DATE: November 7, 2018

SUBJECT: Purchase Approval: Officer Safety Equipment

Executive Summary

To better protect our police officers from incidents of assault or ambush, the Cape Coral Police Department is requesting to purchase outer carrier vests with an additional rifle plate that will provide police officers increased protection. This will also allow all required safety equipment to be carried on their body to provide better maneuverability and decrease lower back injuries.

An additional request is being made to purchase the remaining number of ballistic helmets and face shields needed to provide head protection to all law enforcement officers in the Department. This equipment will provide additional protection when the situation calls and will help prevent injury and loss of life to police officers and the community they are protecting.

Background

Today's trends show law enforcement officers across the country are frequently encountering incidents of assault or ambush which have created a heightened concern for the safety and well-being of our first responders.

The Cape Coral Police Department, like other police departments in the country, look at trends to help forecast potential incidents to better protect our police officers and the community. For example, in July of 2016, a mass shooting occurred at Pulse Nightclub in Orlando, FL. An Orlando police officer who responded to the scene was shot in the head; fortunately, he was wearing a Kevlar helmet which saved his life. Because of this and other incidents of officer shootings in the country, in July of 2018, the Cape Coral Police Department purchased 157 ballistic helmets and face shields for Patrol and School Resource Officers who are statistically the first responders to the scene of an incident.

Over the years, police officers have been required to carry more duty equipment. This has not always been practical since not all the equipment can fit on an officer's duty belt. Because of this, some of the duty equipment has been deemed optional and carried in their police car, not on their body. However, this is not ideal for immediate accessibility, especially in emergency situations.

Currently, Cape Coral police officers wear Armor Express Vortex Gen 2 body armor with Revolution Carriers and an ARA Shock plate that is worn underneath their uniforms. The problem with the ARA Shock plate is it can only deflect small caliber ammunition. Recent trends show that criminals are using larger caliber weapons which use higher caliber ammunition - our current Shock plates will not stop these higher-level ammunition threats.

In addition, the Armor Express Vortex Gen 2 body armor makes it necessary for officers to carry their equipment, upwards of 25 to 35 pounds, on duty belts around their waist. Not only does this extra weight have the potential to slow an officer down while pursuing criminals on foot, but over time this extra amount of weight can, and has, led to back-related injuries.

A recent trend among police departments is the inclusion of a tactical police outer vest carrier. There are several practical advantages that police officers will immediately notice when wearing a police outer vest carrier. The first being comfort. Because the vest is worn outside of the uniform, it becomes easier to adjust throughout their tour of duty. Officers will be able to move the weight of their gear from their duty belts and carry items on their vest. This will be a tremendous relief alleviating weight from their waist and allowing for all of the equipment to be carried on the officer versus forcing some items to be optional and be stored in their police cars.

Police officers will carry an additional rifle plate built in for extra protection of high caliber rounds. The use of high caliber rounds has become more frequent by suspects shooting at police officers.

In the event a police officer is injured, an outer vest carrier offers several advantages. The vest can be removed quickly if needed to treat a wound. In situations where the scene is not yet secured, the wounded officer can be moved more easily to safety by utilizing the vest carrier as handholds to help carry the officer. Outer vest carriers offer better protection, versatility, and functionality in today's society for police protection.

Recommendation

The Department recommends purchasing 103 ballistic helmets and face shields from Security Pro USA who was the vendor for the initial purchase of helmets and shields. Quotes were also received from GT Distributors and Optics Planet. Cost = $31,209.00.

The Department recommends purchasing 230 Gator Hawk outer carriers and large caliber protective rifle plates for law enforcement officers from the rank of patrol officer through Sergeant. This will replace the regular duty body armor for our first responders. The outer vest carriers have been field tested by several officers over the past year, and adjustments have been made to meet our needs for a tactical advantage and to still maintain a professional appearance for public perception. Gator Hawk outer carriers and rifle plates will be purchased from GL Distributors, Inc. GL Distributors, Inc. is an authorized awarded vendor of the Florida State Contract 46151504-NASPO-17-ACS (NASPO Master Agreement 2016-179). Cost = $152,558.50.

The Department recommends purchasing 17 Gator Hawk throw over ballistic vests and large caliber rifle plates for law enforcement officers from the rank of Lieutenant through Chief to be used when tactical gear is needed for safety. Gator Hawk throw over ballistic vests and rifle plates will be purchased from GL Distributors, Inc. GL Distributors, Inc. is an authorized awarded vendor of the Florida State Contract 46151504-NASPO-17-ACS (NASPO Master Agreement 2016-179). Cost = $5,995.22

Additional equipment will be needed and includes:

- 460 magazine pouches to hold duty equipment on to the outer carrier. Quotes were received from LA Police Gear, Midway USA, and Elite Defense who was the lowest bidder. Cost = $9,553.00.
- 230 long-sleeve tactical shirts by Blauer to be worn under the outer carrier. This is a contracted item from LP Distributors (ITB-PD16-51/CH, 10/1/18 – 9/30/19). Cost = $8,855.00.
- 30 sets of protective gear for community response/riots/active protesting incidents (arm, thigh/groin, shin/knee, and hand protectors). Quotes were received from Security Pro USA, Alternate Force, and OfficerStore who was the lowest bidder. Cost = $6,942.90.
- 30 Velcro "Community Response Team" ID patches from GL Distributors. Cost = $615.00.

Fund Availability

The Department is requesting to use Police Federal Confiscation Special Revenue Funds (224010) to cover the cost of the ballistic helmets, face shields, outer carriers, throw over ballistic vests, ballistic plates, and related equipment in the amount of $215,728.62.

DN:mbl

Attachments:
Ballistic Helmets and Face Shields:

- Security Pro USA Quote 2696
- GT Distributors Quote QTE0089182
- Optics Planet (shields only)
- Midway USA (helmets only)

Outer Carriers, Throw Over Vests and Rifle Plates:

- GL Distributors Quotes 13375 & 13460. GL Distributors, Inc. is an authorized awarded vendor of the Florida State Contract 46151504-NASPO-17-ACS (NASPO Master Agreement 2016-179.

Magazine Pouches:

- Elite Defense Quote 3109
- Midway USA
- LA Police Gear Quote SQ000012824

Tactical Shirts:

- LP Distributors. Blauer long-sleeve tactical shirts are a contracted item from LP Distributors (ITB-PD16-51/CH, 10/1/18 – 9/30/19).

Community Response Gear:

- Security Pro USA Quote 2688
- Alternate Force Q1060718
- OfficerStore Quote 549255

Community Response Team ID Patches:

- GL Distributors Quote 13431

RESOLUTION 272 – 18

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CAPE CORAL, FLORIDA, APPROVING THE PURCHASE OF POLICE OFFICER OUTER CARRIERS, LARGE CALIBER PROTECTIVE RIFLE PLATES, THROW OVER BALLISTIC VESTS AND ID PATCHES FROM GL DISTRIBUTORS, INC., IN ACCORDANCE WITH FLORIDA STATE CONTRACT #46151504-NASPO-17-ACS; APPROVING VARIOUS POLICE OFFICER SAFETY EQUIPMENT PURCHASES VIA QUOTES OR BIDS FROM SECURITY PRO USA, ELITE DEFENSE, OFFICERSTORE, AND LP DISTRIBUTORS; APPROVING THE USE OF POLICE FEDERAL CONFISCATION SPECIAL REVENUE FUNDS FOR THE PURCHASE OF THE OFFICER SAFETY EQUIPMENT; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Police Department is requesting the purchase of officer safety equipment to better protect the City's police officers from incidents of assault or ambush, utilizing Police Federal Confiscation Special Revenue Funds; and

WHEREAS, the Department recommends the purchase of outer carriers, large caliber protective rifle plates, throw over ballistic vests, and ID patches from GL Distributors, Inc., in accordance with Florida State Contract #46151504-NASPO-17-ACS in the total amount of $159,168.72; and

WHEREAS, the Department recommends the purchase of ballistic helmets and face shields from Security Pro USA, via quote, at a cost of $31,209; the purchase of magazine pouches from Elite Defense, via quote, at a cost of $9,553; the purchase of long-sleeve tactical shirts from LP Distributors, in accordance Contract ITB-PD16-51/CH, at a cost of $8,855; the purchase of protective gear from OfficerStore, via quote, in the amount of $6,942.90; and

WHEREAS, the City Council desires to approve the purchase of police officer safety equipment to include outer carriers, large caliber protective rifle plates, throw over ballistic vests, ID patches, ballistic helmets and face shields, magazine pouches, long-sleeve tactical shirts, and protective gear utilizing Police Federal Confiscation Special Revenue Funds in the total amount of $215,728.62

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

Section 1. The City Council hereby approves the purchase of police officer safety equipment to include outer carriers, large caliber protective rifle plates, throw over ballistic vests, and ID patches, from GL Distributors, Inc., in accordance with Florida State Contract #46151504-NASPO-17-ACS; ballistic helmets and face shields, from Security Pro, USA, at the prices quoted; magazine pouches, from Elite Defense, at the prices quoted; long-sleeve tactical shirts, from LP Distributors, in accordance with Contract ITB-PD16-51/CH; and protective gear, from OfficerStore, at the prices quoted, by City purchase order, in the amount of $215,728.62.

Section 2. The City Council hereby approves the funding of the police officer safety equipment purchases in the amount of $215,728.62 from the Police Federal Confiscation Special Revenue Fund.

Section 3. The City Council hereby authorizes the City Manager or the City Manager's designee to execute the purchase orders between the City of Cape Coral and the vendors.

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	_____	COSDEN	_____

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

_____
KIMBERLY BRUNS
INTERIM CITY CLERK

APPROVED AS TO FORM:

_____
DOLORES D. MENENDEZ
CITY ATTORNEY
res/Approve Purchases-Police Protective Gear

PARTICIPATING ADDENDUM
NASPO ValuePoint
Body Armor Products
Administered by the State of Colorado (hereinafter "Lead State")

MASTER AGREEMENT
GH Armor Systems, Inc.
Master Agreement No: 2016-179
(hereinafter "Contractor")

And

The State of Florida
(hereinafter "Participating State/Entity")
Alternate Contract Source No. 46151504-NASPO-17-ACS

1. **Scope:** This addendum covers the **Body Armor Products** led by the State of **Colorado** for use by state agencies and other entities located in the Participating State/Entity authorized by that state's statutes to utilize state/entity contracts with the prior approval of the State's Chief Procurement Official.

2. **Participation:** Use of specific NASPO ValuePoint cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use state/entity contracts are subject to the prior approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

3. **Order of Precedence:**
   A. A Participating Entity's Participating Addendum ("PA");
   B. Colorado NASPO Valuepoint Master Agreement RFP-NK-15-001 (includes negotiated Terms & Conditions);
   C. The Solicitation including all Addenda; and
   D. Contract Vendor's pricing document.

4. **Participating State/Entity Modifications or Additions to Master Agreement:**
(These modifications or additions apply only to actions and relationships within the Participating Entity.)

The following changes are modifying or supplementing the Master Agreement terms and conditions.

(These modifications or additions apply only to actions and relationships within the Participating State of Florida.)

A. Upon execution of this Addendum, eligible users, in accordance with Section 2, may purchase products and services under contract using the State of Florida alternate contract source number 46151504-NASPO-17-ACS.

Eligible users acknowledge and agree to be bound by the terms and conditions of the Master Agreement except as otherwise specified in this Addendum.

a. Contractor acknowledges that Participating State is an agency of the State of Florida and mandated by the State of Florida that every contract must include the list of terms and conditions stated in State of Florida Form PUR 1000, General Contract Conditions, which is incorporated by reference.

b. Discriminatory Vendors. A vendor placed on the discriminatory vendor list pursuant to section 287.134 of the Florida Statutes may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity; or transact business with any public entity.

c. Effective Date: This Addendum shall become effective on January 30, 2017 and will have a term that is coterminous with the Master Agreement, unless terminated earlier by the Participating State.

d. Vendor Registration and Transaction Fees: In order to complete any transaction between an Individual Customer and the Contractor, the Contractor must be registered with the Department of State, Division of Corporations (www.sunbiz.org) and in MyFloridaMarketPlace. Section 287.042(1)(h), Florida Statutes, and Rule 60A-1.031, Florida Administrative Code, is hereby incorporated by reference. All transactions are subject to a transaction fee pursuant to the rule.

e. Purchases: In order to procure products and services hereunder, eligible users shall issue purchase orders or use a purchasing card which shall reference Florida alternate contract source number 46151504-NASPO-17-ACS. Eligible users are responsible for reviewing the terms and conditions of this Addendum including all Exhibits.

f. Compliance with Laws: The Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, State, and local agencies having jurisdiction and authority. By way of non-exhaustive example, Chapter 287 of the Florida Statutes and Rule 60A-1 of the Florida Administrative Code govern this Addendum. By way of further non-exhaustive example, the Contractor shall comply with section 274A of the Immigration and Nationalization Act, the Americans with Disabilities Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. Violation of any laws, rules, codes, ordinances, or licensing requirements shall be grounds for termination or nonrenewal of this Addendum.

g. Additional Eligible User Terms: If any additional ordinance, rule, or other local governmental authority requires additional contract language before an eligible user can make a purchase under this Addendum, the eligible user is responsible for entering a separate agreement with the Contractor and capturing that additional contract language therein.

h. Provisions of section 287.058, Florida Statutes: The provisions of section 287.058(1)(a)-(c) and (g), Florida Statutes, are hereby incorporated by reference.

i. If, under this Contract, the Contractor is providing services and is acting on behalf of a public agency as provided by section 119.0701(2)(b), F.S., the Contractor shall:

(a) Keep and maintain public records required by the public agency to perform the service.

(b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.

(d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor

shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.10. The State of Florida's performance and obligation to pay under this Addendum is contingent upon an annual appropriation by the Legislature. The vendor shall comply with section 11.062, Florida Statutes and section 216.347, Florida Statutes, prohibiting use of funds to lobby the Legislature, Judicial, or state agencies.

(e) Public Records: IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CONTRACT MANAGER.

j. Annual Appropriation: Pursuant to section 287.0582, F.S., if the ACS binds the State or an agency for the purchase of services or tangible personal property for a period in excess of one fiscal year, the State of Florida's performance and obligation to pay under the ACS is contingent upon an annual appropriation by the Legislature.

B. Employment Eligibility Verification: Pursuant to State of Florida Executive Orders Nos.: 11-02 and 11-116, Contractor is required to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment of all new employees hired by the Contractor during the contract term. Also, Contractor shall require resellers/partners performing work or providing services under this Addendum to utilize the E-Verify system to verify employment of all new employees hired by the reseller/partner during the Addendum term.

C. Price List/Preferred Price: The Contractor's price list will be the same as the NASPO ValuePoint price list, and the Department will post a link on the Department's website to the price list posted on the NASPO ValuePoint website. Contractors are encouraged to

provide special pricing and/or tiered discount rates applicable to State of Florida Eligible Users wherever possible.

D. Scrutinized Company List: In executing this Addendum, Contractor certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, created pursuant to sections 215.473, and 215.4725, Florida Statutes, respectively. Pursuant to subsection 287.135(5), Florida Statutes, Contractor agrees the Participating State may immediately terminate this Addendum for cause if the Contractor is found to have submitted a false certification or if Contractor is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, during the term of the Addendum.

E. Orders: Any Order placed by eligible users for a product and/or service available from the Master Agreement shall be deemed to be a sale under and governed by the prices and other terms and conditions of the Master Agreement and this Addendum.

Contractor must be able to accept purchase orders via fax, e-mail, or the MyFloridaMarketPlace (MFMP).

F. Electronic Invoicing: The Contractor may supply electronic invoices in lieu of paper-based invoices for those transactions processed through MFMP. Electronic invoices may be submitted to the agency through one of the mechanisms as listed below:

a. EDI (Electronic Data Interchange)
This standard establishes the data contents of the Invoice Transaction Set (810) for use within the context of an Electronic Data Interchange (EDI) environment. This transaction set can be used for invoicing via the Ariba Network (AN) for catalog and non-catalog goods and services.

b. PO Flip via AN
The online process allows Contractors to submit invoices via the AN for catalog and non-catalog goods and services. Contractors have the ability to create an invoice directly from their Inbox in their AN account by simply "flipping" the PO into an invoice. This option does not require any special software or technical capabilities.

For the purposes of this section, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third party provider of MFMP, a state contractor, the right and license to use, reproduce, transmit, distribute, and publicly display within the system the information outlined above. In addition, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third party provider the right and license to reproduce and display within the system the Contractor's trademarks, system marks, logos, trade dress, or other branding designation that identifies the products made available by the Contractor under the contract.

The Contractor will work with the MFMP management team to obtain specific requirements for the electronic invoicing if needed.

G. Contract Quarterly Reports: The Contractor shall submit a Quarterly Report electronically to the Participating State/Entity within 30 days of the end of the quarter. The Participating State/Entity reserves the right to require the Contractor to provide additional reports within 30 days written notice as mutually agreed to by the parties. Failure to provide the Quarterly Report or other reports requested by the Participating State/Entity may result in the Contractor being found in default and may result in termination of this Addendum.

Sales will be reviewed on a quarterly basis. Should no sales be recorded in two consecutive contract quarters, the Participating State/Entity may terminate this Addendum.

The reporting periods coincide with the State of Florida's fiscal year which is July 1st through June 30th of each year. The quarters are divided as follows:

- 1st Quarter – July 1st through September 30th
- 2nd Quarter – October 1st through December 31st
- 3rd Quarter – January 1st through March 31st
- 4th Quarter – April 1st through June 30th

H. Business Review Meetings: The Participating State/Entity reserves the right to schedule business review meetings as frequently as necessary. The Participating State/Entity will provide the format for the Contractor's agenda. Prior to the meeting, the Contractor shall submit the completed agenda to the Participating State/Entity for review and acceptance. The Contractor shall address the agenda items and any of the Participating State/Entity's additional concerns at the meeting. Failure to comply with this section may result in the Contractor being found in default and Addendum termination.

I. Commitment to Diversity in Government Contracting: The State of Florida is committed to supporting its diverse business industry and population through ensuring participation by minority-, women-, wartime-, and service-disabled veteran business enterprises in the economic life of the State. The State of Florida Mentor Protégé Program connects minority-, women-, wartime-, and service-disabled veteran business enterprises with private corporations for business development mentoring. We strongly encourage firms doing business with the State of Florida to consider this initiative. For more information on the Mentor Protégé Program, please contact the Office of Supplier Diversity at (850) 487-0915 or osdhelp@dms.myflofida.com.

Upon request, the Contractor shall report to the Office of Supplier Diversity spend with certified and other minority business enterprises. These reports will include the period covered, the name, minority code and Federal Employer Identification Number of each minority vendor utilized during the period. Commodities and services provided by the minority business enterprise, and the amount paid to each minority vendor on behalf of each purchasing agency ordering under the terms of this Addendum.

J. Cooperation with the Inspector General: Pursuant to section 20.055(5), Florida Statutes, contractor and any subcontractors understand and will comply with their duty to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing.

K. Certification of Drug-Free Workplace: In executing this Addendum, Contractor certifies that it has implemented a drug-free workforce program.

L. Resellers/Partners: The Contractor may use resellers/partners in order to provide equipment and services. All resellers/partners shall be the direct responsibility of the Contractor. The Contractor is responsible for all liability, terms and conditions within Master Agreement and this Addendum. The Contractors resellers/partners' participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement and this Addendum. If a reseller/partner is authorized to conduct business on behalf of the Contractor and the reseller/partner is to receive compensation from the Contractor for its services, then any dispute between the Contractor and the reseller/partner shall be resolved between the Contractor and the reseller/partner. The State of Florida is not a party to any agreement entered into between the Contractor and its resellers/partners. The Contractor shall be responsible to report all contract sales (and pay any associated MFMP transaction fees), including those of any such resellers/partners and shall ensure that all such resellers/partners meet the following requirements:

- Have an ACTIVE Registration with the Florida Department of State, Division of Corporations (www.sunbiz.org)
- Registered in the MFMP Vendor Information Portal (https://vendor.myfloridamarketplace.com)
- Not be on the State of Florida's Convicted, Suspended, or Discriminatory lists http://www.dms.myflorida.com/business_operations/State_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists
- Have a copy of e-Verify Status on file
- Have a current W-9 filed with the Florida Department of Financial Services (https://flvendor.myfloridacfo.com)

5. Lease Agreements: Leasing, renting or purchasing equipment is not allowed throughout the term of this contract.

6. Restrictions:

A. Leasing, renting or purchasing equipment is not allowed throughout the term of this contract.
B. Professional Services

7. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor: GH Armor Systems, Inc.

Name	Chris Grado, Director of Sales and Marketing
Address	1 Sentry Drive, PO Box 280 Dover, TN 37058
Telephone	(931) 233-9084
Fax	(866) 920-5941
E-mail	cgrado@gharmorsystems.com

Participating Entity: State of Florida

Name	Leneka Williams
Address	4050 Esplanade Way, Ste. 360, Tallahassee, FL 32399-0950
Telephone	850-488-8367
E-mail	leneka.williams@dms.myflorida.com

8. Subcontractors: All GH Armor Systems, Inc. Distributors authorized in the State of Florida, as shown on the dedicated GH Armor Systems, Inc. NASPO ValuePoint website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The Contractor's Distributor's participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

9. Terms: The Participating State is agreeing to the terms of the Master Agreement only to the extent the terms are not in conflict with applicable law.

10. Services: The terms of the Master Agreement shall apply each time Participating Entity or Purchasing Entity engages Contractor to provide services. All services provided will be described in one or more of the following documents:

(i) "Service Descriptions" used to describe any services purchased by an entity;

(ii) any mutually agreed upon "Statement of Work" ("SOW") executed by the parties.

11. Delivery: In those situations in which the "deliver-to" address has no receiving dock or agents, the Contractor must be able to deliver to the location specified on the Purchase Order without additional cost. If there is a special case where inside delivery fee must be charged and is clearly specified on Participating Entity or Purchasing Entity's order, the Contractor will notify them in advance in order for the Participating Entity or Purchasing Entity to determine if the additional cost will affect the decision to utilize the Contractor.

12. Insurance: Contractor shall have the option to self-insure, as long as Contractor maintains an audited net worth (Shareholder's Equity) of $100,000,000.00.

13. Payment: Provided Participating Entity or Purchasing Entity is qualified for credit with Contractor, payment is due no later than 30 days from the invoice date. Payments may be made via a State or political subdivision purchasing card if presented at time of order.

14. Entire Agreement; Modifications: Neither Contractor nor Participating Entity or Purchasing Entity will be liable for any agreements, warranties, understandings, conditions, covenants, or representations not expressly set forth or referenced in this Addendum. Any different or additional provisions in purchase orders, invoices or similar documents issued by Participating Entity or Purchasing Entity at any time are hereby deemed refused by Contractor and such refused provisions will be unenforceable. Except as otherwise provided in this Addendum, no modification to this Addendum will be binding unless in writing and signed by an authorized representative of each party.

15. Warrant of Authority: Each person signing this Addendum warrants that he or she is duly authorized to do so and to bind the respective party.

16. Contract Number:
All purchase orders issued by purchasing entities within the jurisdiction of this Addendum shall include the Participating State Addendum Number: 46151504-NASPO-17-ACS.

This Addendum and Master Agreement number RFP-NK-15-001 (administered by the State of Colorado) together with its exhibits, set forth the entire agreement between the Parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Contract, together with its exhibits, shall not be added to or incorporated into this Addendum or the Contract and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Contract and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms within the Participating State.

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IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating State: **Florida**	Contractor: **GH Armor Systems, Inc.**
By:	By:
Name: **Debra Forbess**	Name: **Chris Grado**
Title: **Director of Administration**	Title: **Managing Director**
Date: 9/12/16	Date: 8/24/16

Participating State Chief Procurement Official:
By:
Name: **Rosalyn Ingram**
Title: **Director of State Purchasing and Chief Procurement Officer**
Date: 9/9/16

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator	Tim Hay
Telephone	503-428-5705
E-mail	thay@naspovaluepoint.org

[Please email fully executed PDF copy of this document to PA@naspovaluepoint.org to support documentation of participation and posting in appropriate data bases]

Item Number:	**B.(6)**
Meeting Date:	**12/10/2018**
Item Type:	**CONSENT AGENDA**

AGENDA REQUEST FORM
CITY OF CAPE CORAL

TITLE:
Resolution 273-18 Award ITB-PW19-06/CV Local Road Resurfacing FY2019 to Pavement Maintenance, LLC of Ft. Myers, FL, for the asphalt resurfacing of approximately 82 miles of local roads as the lowest responsive, responsible bidder, in the amount of $4,405,213 with a 5% city controlled contingency of $220,261 for a total project cost of $4,625,474 and authorize the City Manager or Designee to execute the contract and any subsequent amendments; Department: Public Works; Dollar Value: $ 4,625,474; (General Fund -$3,997,311/Water & Sewer-$628,163)

REQUESTED ACTION:
Approve or Deny

STRATEGIC PLAN INFO:

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

PLANNING & ZONING/HEARING EXAMINER/STAFF RECOMMENDATIONS:

SUMMARY EXPLANATION AND BACKGROUND:

1. The FY2019 Local Road Resurfacing is for the resurfacing (asphaltic concrete resurfacing of local roads) of approximately 82 miles of local roads.
2. On October 17, 2018, Invitation to Bid #ITB-PW19-06/CV was issued for the FY2019 Local Road resurfacing and eleven (11) vendors obtained the bid documents.
3. On November 16, 2018, four (4) responses were received from, in alphabetical order: Ajax Paving Industries of Florida, LLC of North Venice, FL., Community Asphalt Corporation of Ft Myers, FL., Pavement Maintenance, LLC of Fort Myers, FL, and Preferred Materials, Inc. of Tampa, FL.
4. After evaluation, Staff recommends awarding a contract to Pavement Maintenance, LLC as the lowest responsive responsible bidder meeting the requirements and specifications outlined in the bid documents.
5. If approved, the contract is to be completed in 120 days for a contract amount of $4,405,212.50 with a 5% city-controlled contingency of $220,260.63 for a total of $4,625,473.13.
6. The Department is requesting a 5% City Controlled Contingency. The expenditure of the contingency, if any, will be subject to approval of specific change orders by the Project manager, if justified, upon identified needs with an appropriate scope and cost to address specific needs.
7. This is a budgeted item.

8. Funding information: Business Unit #3010915 (Public Works Department/Road Resurfacing) $3,805,164 for resurfacing plus 5% City Controlled Contingency of $190,258 for a total of **$3,995,422.** Business Unit #130125.653101 (Road Curbs and Gutters, and Maintenance) $1,799 plus 5% City Controlled Contingency of $90 for a total of **$1,889.** Business Unit #4050076.662601 (Utilities Department/Operating Materials) $598,250 for Manhole & Valve Adjustments plus 5% City Controlled Contingency of $29,913 for a total of **$628,163**

LEGAL REVIEW:
Contract reviewed by Legal

EXHIBITS:
Department Recommendation
Department Memo Attachment - Proposed Local Road Resurfacing map
Resolution 273-18
Bid Tabulation ITB-PW19-06/CV

PREPARED BY:

Wanda Roop	Division- Procurement	Department- Finance

SOURCE OF ADDITIONAL INFORMATION:
Paul Clinghan, Public Works Director

ATTACHMENTS:

	Description	Type
🗋	Department Memo	Backup Material
🗋	Department Memo attachment - Proposed Local Road Resurfacing map	Backup Material
🗋	Resolution 273-18	Resolution
🗋	Bid Tabulation ITB-PW19-06/CV	Backup Material

MEMORANDUM

CITY OF CAPE CORAL
DEPARTMENT OF PUBLIC WORKS

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

FROM: Paul Clinghan, Public Works Director PRC
Stephanie Smith, Design & Construction Manager SMS

DATE: November 20, 2018

SUBJECT: FY 2019 – Local Road Resurfacing Bid Recommendation

BACKGROUND: Fiscal Year (FY) 2019 Local Road Resurfacing involves resurfacing multiple geographic groups of local roads totaling 82 lane miles and includes other related work such as milling, utilities adjustments, limited structural repair, and restriping. A location map of FY 2019 Local Road Resurfacing is attached.

RECOMMENDATION: An Invitation to Bid was advertised and four (4) bids were submitted and opened on November 16, 2018. In the bid documents, road areas were grouped into eight geographic groups plus one additional "Alternate" group to be awarded contingent upon funding and bid results.

Based upon the bid opening results, the Public Works Department recommends awarding the FY 2019 Local Road Resurfacing contract, including the Alternate group bid, to Pavement Maintenance, LLC, the lowest responsible, responsive bidder. The contract includes a substantial completion time frame of one hundred twenty (120) days after the notice to proceed is issued.

Staff recommends awarding the contract for the submitted bid of $4,405,213 (includes "Alternate" bid) for Local Road Resurfacing and related items. The contract price including a 5% City controlled contingency of $220,261 is $4,625,474.

If you have any questions regarding this request, please contact Wendy Williams, Principal Engineer, Public Works at 239-574-0523 or wwilliam@capecoral.net.

FUND AVAILABILITY:
Transportation: Business Unit 3010915 - $3,805,164 plus 5% contingency for $3,995,422; Traffic: Business Unit 130125.653101 - $1,799 plus 5% contingency for $1,889; Utilities: Business Unit 4050076 - $598,250 plus 5% contingency for $628,163 for a total of $4,405,213 plus 5% contingency for a total of $4,625,474.

PC/SS:se
Attachments: FY 2019 Local Road Resurfacing Location Map

FY2019 Local Road Resurfacing

DURDEN PKWY W
CALOOSA PKWY
OLD BURNT STORE RD N
BURNT STORE RD N
JACARANDA PKWY W
EL DORADO BLVD N
WILMINGTON PKWY
KISMET PKWY W
VAN BUREN PKWY
GULFSTREAM PKWY
DIPLOMAT PKWY W
YUCATAN PKWY
CHIQUITA BLVD N
NELSON RD
SANTA BARBARA BLVD N
DURDEN PKWY
NORTH GATOR CIR
EAST GATOR CIR
GARDEN BLVD
DE NAVARRA PKWY
WEST GATOR CIR
SOUTH GATOR CIR
AMERILL BLVD
DEL PRADO BLVD N
JACARANDA PKWY E
KISMET PKWY E
LITTLETON RD
CORBETT RD
NE 24TH AVE
ANDALUSIA BLVD
DIPLOMAT PKWY E
TROPICANA PKWY W
TROPICANA PKWY E
PONDELLA RD
NE PINE ISLAND RD
EMBERS PKWY
CEITUS PKWY
BURNT STORE RD S
EL DORADO BLVD S
SW PINE ISLAND RD
NOTT RD
NICHOLAS PKWY W
NICHOLAS PKWY E
HANCOCK BRIDGE PKWY
CULTURAL PARK BLVD
BOLADO PKWY
SE 24TH AVE
VISCAYA PKWY
DEL PRADO BLVD S
TRAFALGAR PKWY
SW 20TH AVE
ACADEMY BLVD
FOUR MILE COVE PKWY
VETERANS MEMORIAL PKWY
SURFSIDE BLVD
CHIQUITA BLVD S
SKYLINE BLVD
KAMAL PKWY
ARCHER PKWY W
SHELBY PKWY
CORNWALLIS PKWY
PALACCIO GRANDE PKWY
GLEASON PKWY
SAVONA PKWY W
OASIS BLVD
MOHAWK PKWY
WILDWOOD PKWY
COUNTRY CLUB BLVD
SANTA BARBARA BLVD
PELICAN BLVD
PALM TREE BLVD
CORONADO PKWY
BEACH PKWY
ORCHID BLVD
BEACH PKWY W
AGUALINDA BLVD
SANDS BLVD
CAPE CORAL PKWY W
CAPE CORAL PKWY E
SE 47TH TER
MIRAMAR ST
EL DORADO PKWY E
EL DORADO PKWY W
SW 12TH AVE
ROSE GARDEN RD
LUCERNE PKWY

Legend

- FY2019 Local-Area A
- FY2019 Local-Area B
- FY2019 Local-Area C
- FY2019 Local-Area D
- FY2019 Local-Area E
- FY2019 Local-Area F
- FY2019 Local-Area G
- FY2019 Local-Area H
- FY2019 Local-Alternate
- Major Streets
- Streets
- City Boundary

N

Identification of roads to be paved in each year is subject to construction costs, funding availability, utility projects and other factors.

0 0.5 1 2 3 Miles

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 Public Works with any questions regarding this map.
8/22/2018 S. Feldman for W. Williams

RESOLUTION 273 – 18

A RESOLUTION OF THE CITY OF CAPE CORAL AWARDING A BID FOR LOCAL ROAD RESURFACING FY2019 TO PAVEMENT MAINTENANCE, 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 October 17, 2018, INVITATION TO BID ITB-PW19-06/CV was issued for Local Road Resurfacing FY2019 for asphaltic concrete paving of approximately 82 miles of local roads; and

WHEREAS, having received four (4) bids, the City Manager recommends the award of the bid to Pavement Maintenance, 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 $4,405,213, subject to a City-controlled contingency amount not to exceed five (5) 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 Local Road Resurfacing FY2019 to Pavement Maintenance, LLC, in the amount of $4,405,231, subject to a City-controlled contingency amount not to exceed five (5) percent.

Section 2. The City Council hereby approves Contract CON-PW19-06/CV between the City of Cape Coral and Pavement Maintenance, LLC, for Local Road Resurfacing FY2019, 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 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 five (5) 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 REGULAR COUNCIL SESSION THIS _____ DAY OF _____, 2018.

_____
JOE COVIELLO, MAYOR

VOTE OF MAYOR AND COUNCILMEMBERS:

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

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

_____
KIMBERLY BRUNS
INTERIM CITY CLERK

APPROVED AS TO FORM:

Dolores D. Menendez

DOLORES D. MENENDEZ
CITY ATTORNEY
res/Bid Award-Local Road-Pavement Maintenance LLC

City of Cape Coral
Local Road Resurfacing FY2019
Contract # CON-PW19-06/CV

THIS CONTRACT is made this _____ day of _____, 2018 by and between the **CITY OF CAPE CORAL, FLORIDA,** hereinafter called **"CITY"**, and **PAVEMENT MAINTENANCE, LLC,** located at 1640 Benchmark Avenue, Fort Myers, FL 33905, doing business as a Florida corporation, hereinafter called **"CONTRACTOR"**.

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

1. The CONTRACTOR **will provide** Local Road Resurfacing for FY2019 in accordance with the Contract Documents.

2. The CONTRACTOR **will furnish** all of the material, supplies, tools, equipment, labor and other services necessary for the completion of the services described in the Contract Documents. Time is of the essence in the performance of this Contract.

3. The CONTRACTOR **will commence** work as required by the CONTRACT DOCUMENTS within ten (10) calendar days after the receipt of the written Notice to Proceed.

4. The CONTRACTOR **agrees** to perform all of the WORK described in the CONTRACT DOCUMENTS for a total price of Four Million, Four Hundred Five Thousand, Two Hundred Twelve dollars and Fifty Cents ($4,405,212.50) as listed in Exhibit A during the term of the contract.

5. The **term** of the contract to be awarded as a result of this bid shall be for one hundred twenty (120) calendar days.

6. This Contract **may be terminated** by the CITY for its convenience upon thirty (30) calendar days prior written notice to the CONTRACTOR. In the event of termination, the CONTRACTOR shall be paid as compensation in full for work performed to the day of such termination, an amount prorated in accordance with the work substantially performed under this Contract. Such amount shall be paid by the CITY after inspection of the work to determine the extent of performance under this Contract, whether completed or in progress.

7. The Term "**Contract Documents**" shall include this Contract, Addenda, Contractor's Bid except when it conflicts with any other contractual provision, the Notice to Proceed, Certificates, and the Bid Package number ITB-PW19-06/CV prepared and issued by the City. In the event of conflict between any provision of any other document referenced herein as part of the contract and this Contract, the terms of this Contract shall control.

8. **Assignment:** This Contract may not be assigned except with the written consent of the CITY, and if so assigned, shall extend and be binding upon the successors and assigns of the CONTRACTOR.

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

10. **Administration of Contract:** The Public Works Director, or his representative, shall administer this Contract for the CITY.

11. **Governing Law:** The validity, construction and effect of this Contract shall be governed by the laws of the State of Florida. All claim and/or dispute resolution under this Agreement, whether by mediation, arbitration, litigation, or other method of dispute resolution, shall take place in Lee County, Florida. More specifically, any litigation between the parties to this Agreement shall be conducted in the Twentieth Judicial Circuit, in and for Lee County, Florida. In the event of any litigation arising out of this Contract, each party shall be responsible for its own reasonable costs and attorney's fees.

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

13. **Payments:** CITY shall make payment and CONTRACTOR shall be in receipt of all sums properly invoiced within thirty (30) calendar days of the City's receipt of such invoice unless, within a fifteen (15) calendar day period, CITY notifies CONTRACTOR in writing of its objection to the amount of such invoice, together with CITY'S determination of the proper amount of such invoice. CITY shall pay any undisputed portion of such invoice within such thirty (30) calendar day period. If CITY shall give such notice to the CONTRACTOR within such fifteen (15) calendar day period, such dispute over the proper amount of such invoice shall be resolved, and after final resolution of such dispute, CITY shall promptly pay the CONTRACTOR the amount so determined, less any amounts previously paid by CITY with respect to such invoice. In the event it is determined that CITY has overpaid such invoice, the CONTRACTOR shall promptly refund to the CITY the amount of such overpayment.

14. **Contractor's Representations:** In order to induce CITY to enter into the Contract CONTRACTOR makes the following representations:

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

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

    CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

    CONTRACTOR has given CITY written notice of all conflicts, errors or discrepancies that have been discovered in the CONTRACT DOCUMENTS and the written resolution thereof by CITY is acceptable to CONTRACTOR.

15. **Indemnity:** The CONTRACTOR shall indemnify and hold harmless the CITY, its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONTRACTOR and any persons employed or utilized by CONTRACTOR in the performance of this Contract.

16. **Damage Liability:** The awarded CONTRACTOR shall be responsible for all claims filed for damage to private property, windows, screen enclosures, real estate signs, etc. Additionally, the CONTRACTOR shall be responsible for damage to all public property or utility property, fire hydrants, catch basins, guy wires telephone pedestals, etc. Copies of all damage claims shall be submitted to the Procurement Division.

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

18. **Record Keeping:** The CONTRACTOR shall maintain auditable records concerning the procurement adequate to account for all receipts and expenditures, and to document compliance with the specifications. These records shall be kept in accordance with generally accepted accounting methods, and the CITY reserves the right to determine the record-keeping method in the event of non-conformity. These records shall be maintained for five (5) years after final payment has been made and shall be readily available to CITY personnel with reasonable notice, and to other persons in accordance with the Florida Public Disclosure Statutes.

    The City intends to reuse all plans at some future time, in accordance with Section 287.055(11), Florida Statutes. There shall be no public notice requirement or utilization of the selection process when the city reuses the plans.

19. **Public Records:** 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.

20. **Safety and OSHA Compliance:**

    A. The Contractor shall comply in all respects with all Federal, State and Local safety and health regulations. Copies of the Federal regulations may be obtained from the U.S. Department of Labor, Occupation Safety and Health Administration (OSHA), Washington, DC 20210 or their regional offices.

    B. The Contractor shall comply in all respects with the applicable Workman's Compensation Laws.

21. **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:

1. Worker's Compensation:
   - a. State — Statutory
   - b. Applicable Federal (e.g., Longshoremen's) — Statutory
   - c. Employer's Liability — $1,000,000 Per Accident

2. Comprehensive General Liability (including Premises and/or -Operations; Independent Contractors' and Products and/or Completed Operations; Broad Form Property Damage and XCU Coverage):
   - a. Combined single limits for bodily injury and property damage:
     $3,000,000 Per Occurrence
     $3,000,000 Annual Aggregate
   - b. Products and Completed Operations to be maintained for one year after final payment.

3. Contractual Liability:
   - a. Bodily Injury — $3,000,000 Per Occurrence
   - b. Property Damage — $3,000,000 Per Occurrence
     $3,000,000 Annual Aggregate

4. Automobile Liability:
   - a. Bodily Injury — $3,000,000 Each Person
     $3,000,000 Per Occurrence
   - b. Property Damage — $3,000,000 Per Occurrence

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CONTRACTOR shall require its subcontractors to provide for such benefits and carry and maintain the foregoing types of insurance at no expense to CITY. 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 CITY.

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) calendar 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.

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

The City shall be named as "Additional Insured" and the contract number (CON-PW17-43GM) shall be listed under the comment section.

22. **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.

23. **Public Construction Bond:** Pursuant to Florida Statutes §255.05, any Contractor entering into a contract for the construction of a public building, for the prosecution and completion of a public work, or for repairs upon a public building or public work shall be required, before commencing the work or before recommencing the work after a default or abandonment, to execute and record in the public records of the county where the improvement is located, a payment and performance bond with a surety insurer authorized to do business in this state as surety. The amount of the bond shall be 100% of the contract amount.24. **Entire Agreement**: This Contract constitutes the entire and exclusive agreement between the parties and supersedes any and all prior communications, discussions, negotiations, understandings, or agreements, whether written or verbal.

(Remainder of page intentionally left blank.)

City of Cape Coral
Local Road Resurfacing FY2019
Contract # CON-PW19-06/CV

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

(CITY SEAL)
ATTEST:

_____
Signature

Kimberly Bruns, CMC
Name

Interim City Clerk
Title

CITY OF CAPE CORAL:

_____
Signature

A. John Szerlag
Name

City Manager
Title

_____
Date

CITY LEGAL REVIEW:

11/21/19
Dolores Menendez Date
City Attorney

WITNESS CONTRACTOR:

_____
Signature

_____
Typed Name

_____
Title

_____
Date

CONTRACTOR:

Pavement Maintenance, LLC.

_____
Signature

_____
Typed Name

_____
Title

_____
Date

City of Cape Coral
Local Road Resurfacing FY2019
Contract # CON-PW19-06/CV

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

(CITY SEAL)
ATTEST:

Signature

Kimberly Bruns, CMC
Name

Interim City Clerk
Title

CITY OF CAPE CORAL:

Signature

A. John Szerlag
Name

City Manager
Title

Date

CITY LEGAL REVIEW:

11/26/18
Dolores Menendez
City Attorney
Date

WITNESS CONTRACTOR:

Signature

Marco Gomez
Typed Name

Estimator
Title

11/26/18
Date

CONTRACTOR:

Pavement Maintenance, LLC

Signature

Joseph Ward
Typed Name

Manager
Title

11/26/18
Date

EXHIBIT A

OFFICIAL BID TABULATION

FY 2019 Local Road Resurfacing

Areas A through H

Item #	Item Description	Quantity	Unit	Unit Price	Extended Price
1	Mobilization	1	LS	$107,480.00	$ 107,480.00
2	Maintenance of Traffic	1	LS	$ 52,300.00	$ 52,300.00
3	Herbicide	1	LS	$ 25,650.00	$ 25,650.00
4	Milling Existing Asphalt Pavement (0"-2" Avg Depth)	360,000	SY	$ 1.15	$ 414,000.00
5	Structural Repair	1700	SY	$ 55.00	$ 93,500.00
6	Superpave SP-9.5 Asphalt Overlay	30,000	TN	$ 81.25	$ 2,437,500.00
7	Asphalt Testing	1	LS	$ 25,000.00	$ 25,000.00
8	Sod	450	SY	$ 2.60	$ 1,170.00
9	6" Thermoplastic Pavement Markings, SOLID	20000	LF	$ 3.10	$ 62,000.00
10	Thermoplastic Standard Directional Arrow	30	EA	$ 55.00	$ 1,650.00
11	Thermoplastic "ONLY"	14	EA	$ 60.50	$ 847.00
12	RPM'S	420	EA	$ 3.30	$ 1,386.00
13	Valve Box Cover Level and Adjust	425	EA	$ 500.00	$ 212,500.00
14	Valve Box Replacement	45	EA	$ 550.00	$ 24,750.00
15	Manhole Cover Adjustment	250	EA	$ 1,000.00	$ 250,000.00
	Three Million Seven Hundred - Nine Thousand, Seven Hundred Thirty-Three - 00/100			**TOTAL**	**$ 3,709,733.00**

It is the sole responsibility of the contractor to field verify all quantities prior to bidding. Any discrepancies are the contractor's responsibility to address. Please note under General Conditions , Section 1.5.1 in reference to question submittal requirements.

By Signing, you assume all risk regarding the quantities in your bid. You also agree to maintain the above Bid Price on all road segments.

DISCLAIMER: Formulas are not guaranteed for accuracy. It is the responsibility of the bidder to verify the correctness of the formulas. Also, if using this form as a part of your submitted bid, bidders must still submit the signed official proposal form, stating pricing attached.

Submitted by

Signature: Ethel Willis

Name Printed: Ethel Willis

Title: Manager

Company: Pavement Maintenance, LLC

Date: 11/16/2018

THIS PAGE MUST BE COMPLETED AND SIGNED BY AN AUTHORIZED SIGNER AND RETURNED AS PART OF YOUR BID.

OFFICIAL BID TABULATION

FY 2019 Local Road Resurfacing

Alternate Area ("Pod" at NW corner of Veterans Pkwy & Del Prado Blvd)

Item #	Item Description	Quantity	Unit	Unit Price	Extended Price
1	Mobilization	1	LS	$ 31,330.00	$ 31,330.00
2	Maintenance of Traffic	1	LS	$ 4,500.00	$ 4,500.00
3	Herbicide	1	LS	$ 10,000.00	$ 10,000.00
4	Milling Existing Asphalt Pavement (0"-2" Avg Depth)	65,000	SY	$ 1.15	$ 74,750.00
5	Structural Repair	300	SY	$ 55.00	$ 16,500.00
6	Superpave SP-9.5 Asphalt Overlay	5,300	TN	$ 81.25	$ 430,625.00
7	Asphalt Testing	1	LS	$ 3,620.00	$ 3,620.00
8	Sod	50	SY	$ 10.00	$ 500.00
9	6" Thermoplastic Pavement Markings, SOLID	3800	LF	$ 3.10	$ 11,780.00
10	Thermoplastic Standard Directional Arrow	4	EA	$ 55.00	$ 220.00
11	Thermoplastic "ONLY"	4	EA	$ 60.50	$ 242.00
12	RPM'S	125	EA	$ 3.30	$ 412.50
13	Valve Box Cover Level and Adjust	75	EA	$ 500.00	$ 37,500.00
14	Valve Box Replacement	10	EA	$ 550.00	$ 5,500.00
15	Manhole Cover Adjustment	68	EA	$ 1,000.00	$ 68,000.00
Six hundred Ninety-Five thousand, Four Hundred Seventy-Nine 50/100				TOTAL	$ 695,479.50

It is the sole responsibility of the contractor to field verify all quantities prior to bidding. Any discrepancies are the contractor's responsibility to address. Please note under General Conditions , Section 1.5.1 in reference to question submittal requirements.

By Signing, you assume all risk regarding the quantities in your bid. You also agree to maintain the above Bid Price on all road segments.

DISCLAIMER: Formulas are not guaranteed for accuracy. It is the responsibility of the bidder to verify the correctness of the formulas. Also, if using this form as a part of your submitted bid, bidders must still submit the signed official proposal form, stating pricing attached.

Submitted by Signature:	Ethel Willis
Name Printed:	Ethel Willis
Title:	Manager
Company:	Pavement Maintenance, LLC
Date:	11/16/2018

THIS PAGE MUST BE COMPLETED AND SIGNED BY AN AUTHORIZED SIGNER AND RETURNED AS PART OF YOUR BID.

CITY OF CAPE CORAL
OFFICIAL BID TABULATION
FY 2019 Local Road Resurfacing
ITB-PW19-06/CV

BASE BID - AREAS A THROUGH H

Item #	Item Description	Quantity	Unit	AJAX PAVING		COMMUNITY ASPHALT		PAVEMENT MAINTENANCE		PREFERRED MATERIALS	
				Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	Mobilization	1	LS	$ 130,500.00	$ 130,500.00	$ 272,500.99	$ 272,500.99	$ 107,480.00	$ 107,480.00	$ 228,650.00	$ 228,650.00
2	Maintenance of Traffic	1	LS	$ 75,000.00	$ 75,000.00	$ 147,000.00	$ 147,000.00	$ 52,300.00	$ 52,300.00	$ 104,000.00	$ 104,000.00
3	Herbicide	1	LS	$ 10,000.00	$ 10,000.00	$ 20,000.00	$ 20,000.00	$ 25,650.00	$ 25,650.00	$ 15,000.00	$ 15,000.00
4	Milling Existing Asphalt Pavement (0"-2" Avg Depth)	360,000	SY	$ 1.17	$ 421,200.00	$ 1.00	$ 360,000.00	$ 1.15	$ 414,000.00	$ 1.11	$ 399,600.00
5	Structural Repair	1,700	SY	$ 80.00	$ 136,000.00	$ 65.00	$ 110,500.00	$ 55.00	$ 93,500.00	$ 79.95	$ 135,915.00
6	Superpave SP-9.5 Asphalt Overlay	30,000	TN	$ 105.00	$ 3,150,000.00	$ 93.00	$ 2,790,000.00	$ 81.25	$ 2,437,500.00	$ 92.05	$ 2,761,500.00
7	Asphalt Testing	1	LS	$ 20,000.00	$ 20,000.00	$ 30,500.00	$ 30,500.00	$ 25,000.00	$ 25,000.00	$ 23,000.00	$ 23,000.00
8	Sod	450	SY	$ 6.75	$ 3,037.50	$ 10.00	$ 4,500.00	$ 2.60	$ 1,170.00	$ 10.85	$ 4,882.50
9	6" Thermoplastic Pavement Markings, SOLID	20,000	LF	$ 1.45	$ 29,000.00	$ 1.40	$ 28,000.00	$ 3.10	$ 62,000.00	$ 2.90	$ 58,000.00
10	Thermoplastic Standard Directional Arrow	30	EA	$ 100.00	$ 3,000.00	$ 95.00	$ 2,850.00	$ 55.00	$ 1,650.00	$ 52.00	$ 1,560.00
11	Thermoplastic "ONLY"	14	EA	$ 250.00	$ 3,500.00	$ 240.00	$ 3,360.00	$ 60.50	$ 847.00	$ 57.10	$ 799.40
12	RPM'S	420	EA	$ 4.40	$ 1,848.00	$ 4.20	$ 1,764.00	$ 3.30	$ 1,386.00	$ 3.15	$ 1,323.00
13	Valve Box Cover Level and Adjust	425	EA	$ 600.00	$ 255,000.00	$ 585.00	$ 248,625.00	$ 500.00	$ 212,500.00	$ 596.30	$ 253,427.50
14	Valve Box Replacement	45	EA	$ 700.00	$ 31,500.00	$ 660.00	$ 29,700.00	$ 550.00	$ 24,750.00	$ 672.65	$ 30,269.25
15	Manhole Cover Adjustment	250	EA	$ 1,000.00	$ 250,000.00	$ 1,000.00	$ 250,000.00	$ 1,000.00	$ 250,000.00	$ 970.00	$ 242,500.00
TOTAL					$ 4,519,585.50	TOTAL	$ 4,299,299.99	**TOTAL**	**$ 3,709,733.00**	TOTAL	$ 4,260,426.65

ALTERNATE AREA

Item #	Item Description	Quantity	Unit	AJAX PAVING		COMMUNITY ASPHALT		PAVEMENT MAINTENANCE		PREFERRED MATERIALS	
				Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	Mobilization	1	LS	$ 20,000.00	$ 20,000.00	$ 55,982.93	$ 55,982.93	$ 31,330.00	$ 31,330.00	$ 31,000.00	$ 31,000.00
2	Maintenance of Traffic	1	LS	$ 15,000.00	$ 15,000.00	$ 25,000.00	$ 25,000.00	$ 4,500.00	$ 4,500.00	$ 1,750.00	$ 1,750.00
3	Herbicide	1	LS	$ 2,500.00	$ 2,500.00	$ 4,000.00	$ 4,000.00	$ 10,000.00	$ 10,000.00	$ 7,500.00	$ 7,500.00
4	Milling Existing Asphalt Pavement (0"-2" Avg Depth)	65,000	SY	$ 1.15	$ 74,750.00	$ 1.00	$ 65,000.00	$ 1.15	$ 74,750.00	$ 1.16	$ 75,400.00
5	Structural Repair	300	SY	$ 80.00	$ 24,000.00	$ 65.00	$ 19,500.00	$ 55.00	$ 16,500.00	$ 79.95	$ 23,985.00
6	Superpave SP-9.5 Asphalt Overlay	5,300	TN	$ 105.00	$ 556,500.00	$ 93.00	$ 492,900.00	$ 81.25	$ 430,625.00	$ 92.65	$ 491,045.00
7	Asphalt Testing	1	LS	$ 2,500.00	$ 2,500.00	$ 5,100.00	$ 5,100.00	$ 3,620.00	$ 3,620.00	$ 3,500.00	$ 3,500.00
8	Sod	50	SY	$ 7.00	$ 350.00	$ 10.00	$ 500.00	$ 10.00	$ 500.00	$ 14.70	$ 735.00
9	6" Thermoplastic Pavement Markings, SOLID	3,800	LF	$ 1.45	$ 5,510.00	$ 1.40	$ 5,320.00	$ 3.10	$ 11,780.00	$ 2.90	$ 11,020.00
10	Thermoplastic Standard Directional Arrow	4	EA	$ 100.00	$ 400.00	$ 95.00	$ 380.00	$ 55.00	$ 220.00	$ 52.00	$ 208.00
11	Thermoplastic "ONLY"	4	EA	$ 250.00	$ 1,000.00	$ 240.00	$ 960.00	$ 60.50	$ 242.00	$ 57.10	$ 228.40
12	RPM'S	125	EA	$ 4.40	$ 550.00	$ 4.20	$ 525.00	$ 3.30	$ 412.50	$ 3.15	$ 393.75
13	Valve Box Cover Level and Adjust	75	EA	$ 600.00	$ 45,000.00	$ 575.00	$ 43,125.00	$ 500.00	$ 37,500.00	$ 596.30	$ 44,722.50
14	Valve Box Replacement	10	EA	$ 700.00	$ 7,000.00	$ 650.00	$ 6,500.00	$ 550.00	$ 5,500.00	$ 675.00	$ 6,750.00
15	Manhole Cover Adjustment	68	EA	$ 1,000.00	$ 68,000.00	$ 1,000.00	$ 68,000.00	$ 1,000.00	$ 68,000.00	$ 970.00	$ 65,960.00
TOTAL					$ 823,060.00	TOTAL	$ 792,792.93	**TOTAL**	**$ 695,479.50**	TOTAL	$ 764,197.65

GRAND TOTAL - Base bid and Alternate	**$ 5,342,645.50**		**$ 5,092,092.92**		**$ 4,405,212.50**		**$ 5,024,624.30**

Item Number:	**B.(7)**
Meeting Date:	**12/10/2018**
Item Type:	**CONSENT AGENDA**

AGENDA REQUEST FORM
CITY OF CAPE CORAL

TITLE:
Resolution 275-18 Acceptance of three Utility Easements in a portion of 3305 Grant Cove Circle (Strap #20-44-23-C3-00001.102A), to provide access to and maintenance of the City utility facilities at this location, as conditioned in site plan review SP16-0041 – Sandoval Phase IV (4); Department: Financial Services / Real Estate Division; Dollar Value: N/A; (Fund: N/A)

REQUESTED ACTION:
Approve or Deny

STRATEGIC PLAN INFO:

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

PLANNING & ZONING/HEARING EXAMINER/STAFF RECOMMENDATIONS:

SUMMARY EXPLANATION AND BACKGROUND:
1. The subject site is located on the southeast corner of Pine Island Road and Sandoval Parkway.

2. As a condition of the site plan review for Coralina Apartments the property owner is granting three utility easements across portions of 3305 Grant Cove Circle. Acceptance of these easements will provide the City the right to access and maintain its facilities at this location.

3. These easements are being provided at no cost to the City. The property owner will be responsible to pay the Lee County Clerk of Court recording fees.

4. Recommend acceptance of the three Utility Easements in a portion of 3305 Grant Cove Circle (Strap #20-44-23-C3-00001.102A).

LEGAL REVIEW:

EXHIBITS:
Resolution 275-18 with three easements attached
Property Appraiser Sheet

PREPARED BY:

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

SOURCE OF ADDITIONAL INFORMATION:

Jeff Pearson, Utilities Director
239-574-0709

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

ATTACHMENTS:

	Description	Type
🗋	Resolution 275-18	Resolution
🗋	PA Sheet - 3305 Grant Cove Circle	Backup Material

RESOLUTION 275 - 18

A RESOLUTION OF THE CITY OF CAPE CORAL ACCEPTING THREE UTILITY EASEMENTS LOCATED IN SECTION 20, TOWNSHIP 44 SOUTH, RANGE 23 EAST, LEE COUNTY, FLORIDA, AS MORE PARTICULARLY DESCRIBED HEREIN; PROPERTY IS LOCATED AT THE SOUTHEAST CORNER OF PINE ISLAND ROAD AND SANDOVAL PARKWAY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the subject site is located at the southeast corner of Pine Island Road and Sandoval Parkway; and

WHEREAS, as a condition of the site plan review for Coralina Apartments (SP16-0041 – Sandoval Phase IV (4)), the property owner is granting three utility easements across portions of 3305 Grant Cove Circle; and

WHEREAS, acceptance of the Utility Easements attached hereto as Exhibits 1, 2, and 3 will provide the City the right to access and maintain its facilities within the easement area; and

WHEREAS, the easements will be provided to the City at no cost; the property owner is to pay the Lee County recording fees.

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

Section 1. The City Council hereby accepts the Utility Easements attached hereto as Exhibits 1, 2, and 3.

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

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

_____
JOE COVIELLO, MAYOR

VOTE OF MAYOR AND COUNCILMEMBERS:

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

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

_____
KIMBERLY BRUNS
INTERIM CITY CLERK

APPROVED AS TO FORM:

Dolores D. Menendez

DOLORES D. MENENDEZ
CITY ATTORNEY
res/Accept Utility Easements-Sandoval & Coralina Apts.

UTILITY EASEMENT

This Grant of Easement, made this ____ day of _____, 2018 by and between **PBV Pine Island Comml LLC,** a Florida limited liability company**,** whose address is: 9990 Coconut Road, Suite 200, Bonita Springs, Florida 34135 as "Grantor", and the **CITY OF CAPE CORAL**, a Florida municipal corporation, as "Grantee".

WITNESSETH that said Grantor, for and in consideration of the sum of Ten and 00/100 Dollars ($10.00) and other good and valuable consideration to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted and conveyed to the said Grantee, and Grantee's successors and assigns forever, a perpetual non-exclusive easement to survey, construct, operate, maintain, remove, replace or abandon utility facilities, in, along, under, above and upon the following described land, situate, lying and being in Lee County, Florida, to wit:

> A strip of land 10.0 feet wide lying in Section 20, Township 44 South, Range 23 East, situated in the State of Florida, County of Lee, City of Cape Coral, being more particularly described in Exhibit "A", which is attached hereto and incorporated herein by reference (hereinafter "Easement Area").

Reserving unto the Grantor, its successors and assigns forever, the right to construct, maintain, install, operate and place upon the "Easement Area" described herein, any surface improvements, excluding buildings, to include but not be limited to, sidewalks, curbing, landscaping provided that such surface improvements do not unreasonably interfere with the utility facilities constructed within said "Easement Area". Grantor, its successors and assigns, agrees to assume all liability for any damage to any surface improvements constructed by Grantor within the above "Easement Area", which result from the actions of the Grantee, including but not limited to any construction, maintenance or repairs to the utility facilities located within the above described "Easement Area" in accordance with Section 3.14.5 of the City of Cape Coral Land Use and Development Regulations.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

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

_____
Witness - Signature

_____
Witness - Print or Type Name

_____
Witness – Signature

_____
Witness - Print or Type Name

PVB Pine Island Comml LLC, a Florida limited liability company

BY: Phoenix Bay Ventures LLC, a Florida limited liability company

_____
Brian Lucas, Manager

STATE OF: _____§

COUNTY OF: _____§

The foregoing instrument was acknowledged before me this _____ day _____, 2018 by Brian Lucas, Manager of Phoenix Bay Ventures LLC, a Florida limited liability company, the Managing Member of PVB Pine Island Comml LLC, a Florida limited liability company who is personally known by me or has produced _____ as identification.
(DESCRIBE IDENTIFICATION)

_____
Notary Signature
Print Name:_____
(seal)

Prepared by:
CITY OF CAPE CORAL
P.O. BOX 150027
CAPE CORAL, FLORIDA 33915-0027
STRAP: 20-44-23-C3-00001.102A

DESCRIPTION

Parcel in
Section 20, Township 44 South, Range 23 East,
City of Cape Coral, Lee County, Florida

A strip of land ten (10) feet wide lying in Section 20, Township 44 South, Range 23 East, City of Cape Coral, Lee County, Florida, said strip of land being more particularly described as follows:

Commencing at the North Quarter corner of said Section 20, run S01°06'33"E along the West line of the Northeast Quarter of said Section 20 for 150.86 feet to an intersection with the South right of way line of Pine Island Road (State Road No. 78) (F.D.O.T. right of way Section No. 12060-0000), as described in a deed recorded in Instrument Number 2012000018788, Lee County Records; thence run S89°36'38"E along said South right of way line for 100.03 feet to the Northeast corner of lands described in a deed recorded in Instrument 2012000017805, Lee County Records and the POINT OF BEGINNING.

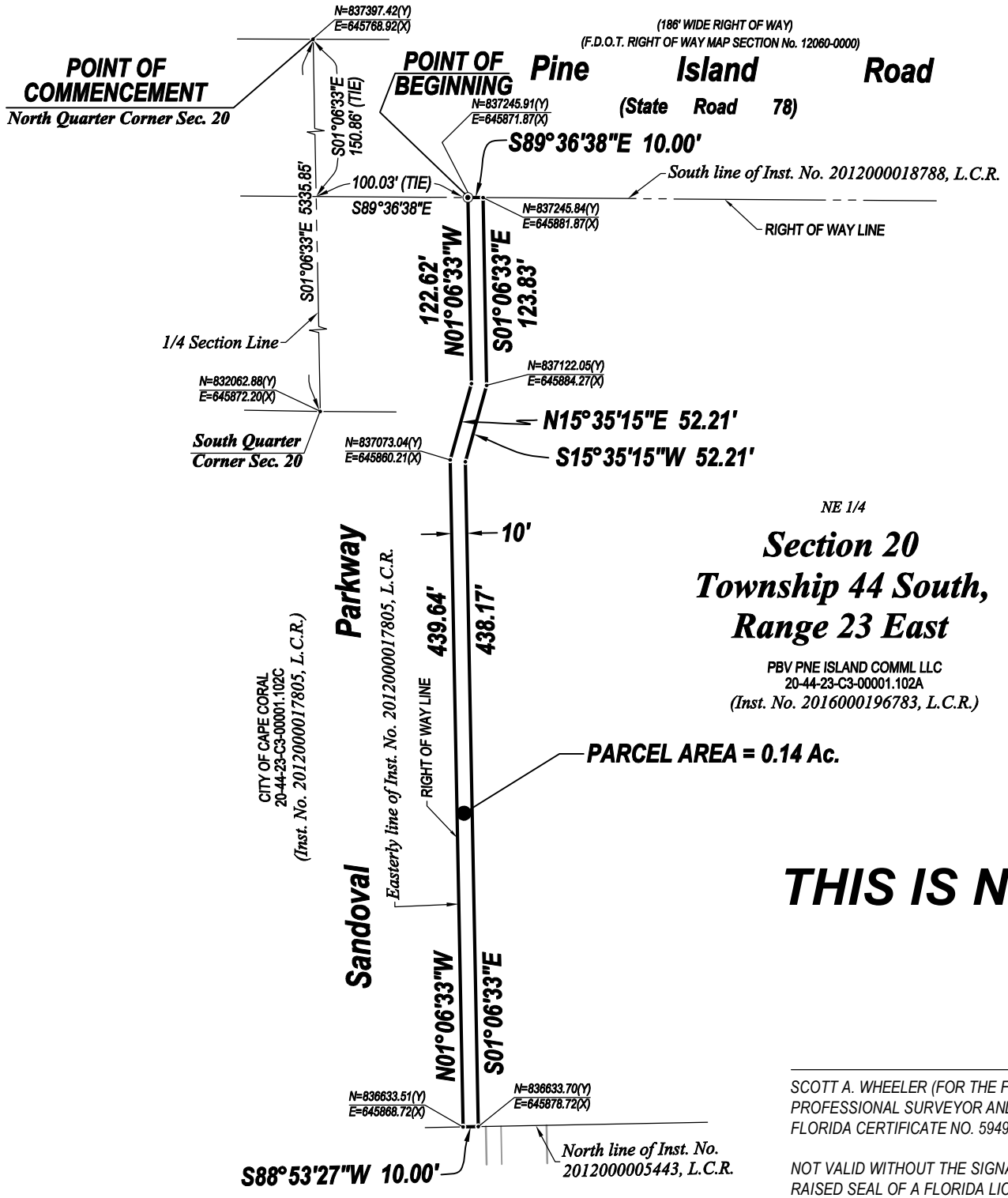
From said Point of Beginning continue S89°36'38"E along said South right of way line for 10.00 feet; thence run S01°06'33"E for 123.83 feet; thence run S15°35'15"W for 52.21 feet; thence run S01°06'33"E for 438.17 feet to an intersection with the Northerly line of lands described in deed recorded in Instrument Number 2012000005443, Lee County Records; thence run S88°53'27"W along said Northerly line for 10.00 feet to an intersection with the Easterly line of said lands described in a deed recorded in Instrument Number 2012000017805, Lee County Records; thence run along said Easterly line the following three (3) courses: N01°06'33"W for 439.64 feet; N15°35'15"E for 52.21 feet and N01°06'33"W for 122.62 feet to the POINT OF BEGINNING.

Containing 0.14 acres, more or less.

Bearings hereinabove mentioned are State Plane for the Florida West Zone (1983/NSRS 2007) and are based on the West line of the Northeast Quarter (NE 1/4) of Section 20 to bear S01°06'33"E.

_____
Scott A. Wheeler (For The Firm)
Professional Surveyor and Mapper
Florida Certificate No. 5949

L:\23388 - Sandoval Phase IV\Surveying\Descriptions\SKETCH\23388SK02.doc



NOTES:

1. ALL DISTANCES SHOWN ARE IN FEET AND DECIMALS THEREOF. UNLESS OTHERWISE NOTED DISTANCES ARE ALSO (U.S. SURVEY FEET) GROUND AND CAN BE MULTIPLIED BY 0.9999413 TO OBTAIN GRID DISTANCES.
2. INST. No.- DENOTES INSTRUMENT NUMBER, LEE COUNTY PUBLIC RECORDS.
3. O.R. - DENOTES OFFICIAL RECORD BOOK, LEE COUNTY PUBLIC RECORDS.
4. PG. - DENOTES PAGE.
5. BEARINGS AND COORDINATES SHOWN ARE STATE PLANE FLORIDA WEST ZONE (NAD1983 (NSRS 2007)) ARE BASED ON WEST OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 20 TO BEAR S01°06'33"E.
6. DESCRIPTION IS ATTACHED.

THIS IS NOT A SURVEY

SCOTT A. WHEELER (FOR THE FIRM - LB-6940)
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 5949

DATE SIGNED:

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

Barraco and Associates, Inc.
CIVIL ENGINEERING - LAND SURVEYING
LAND PLANNING - LANDSCAPE DESIGN
www.barraco.net
2271 McGREGOR BLVD., SUITE 100
POST OFFICE DRAWER 2800
FORT MYERS, FLORIDA 33902-2800
PHONE (239) 461-3170
FAX (239) 461-3169
FLORIDA CERTIFICATES OF AUTHORIZATION
ENGINEERING 7995 - SURVEYING LB-6940

PREPARED FOR

Bonita Bay Group®
9990 COCONUT ROAD
BONITA SPRINGS, FLORIDA 34135-8488
PHONE (239) 495-1000
FAX (239) 992-2672
WWW.BONITABAYGROUP.COM

PROJECT DESCRIPTION

A PARCEL OF LAND IN SECTION 20 TOWNSHIP 44 SOUTH RANGE 23 EAST CITY OF CAPE CORAL, LEE COUNTY, FLORIDA

PROJECT SURVEYOR

SCOTT A. WHEELER LICENSE NUMBER 5949 STATE OF FLORIDA PROFESSIONAL SURVEYOR AND MAPPER

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

FILE NAME	23388SK02.DWG
LAYOUT	2
LOCATION	J:\23388\DWG\SURVEYING\SKETCH\
PLOT DATE	MON. 8-27-2018 - 1:39 PM
PLOT BY	PETER OLSEN

DRAWING DATA	
SURVEY DATE	08-27-2018
DRAWN BY	P. OLSEN
CHECKED BY	SAW
SCALE	1"=100'
FIELD BOOK	

PLAN REVISIONS

STRAP NUMBERS

(UTILITY EASEMENT)

SKETCH TO ACCOMPANY DESCRIPTION

PROJECT / FILE NO.	SHEET NUMBER
23388 20-44-23	2 OF 2

UTILITY EASEMENT

This Grant of Easement, made this ____ day of _____, 2018 by and between **PBV Pine Island Comml LLC,** a Florida limited liability company**,** whose address is: 9990 Coconut Road, Suite 200, Bonita Springs, Florida 34135 as "Grantor", and the **CITY OF CAPE CORAL**, a Florida municipal corporation, as "Grantee".

WITNESSETH that said Grantor, for and in consideration of the sum of Ten and 00/100 Dollars ($10.00) and other good and valuable consideration to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted and conveyed to the said Grantee, and Grantee's successors and assigns forever, a perpetual non-exclusive easement to survey, construct, operate, maintain, remove, replace or abandon utility facilities, in, along, under, and upon the following described land, situate, lying and being in Lee County, Florida, to wit:

> A tract or parcel of land lying in Section 20, Township 44 South, Range 23 East, situated in the State of Florida, County of Lee, City of Cape Coral, being more particularly described in Exhibit "A", which is attached hereto and incorporated herein by reference (hereinafter "Easement Area").

Reserving unto the Grantor, its successors and assigns forever, the right to construct, maintain, install, operate and place upon the "Easement Area" described herein, any surface improvements, excluding buildings, to include but not be limited to, sidewalks, curbing, landscaping provided that such surface improvements do not unreasonably interfere with the utility facilities constructed within said "Easement Area". Grantor, its successors and assigns, agrees to assume all liability for any damage to any surface improvements constructed by Grantor within the above "Easement Area", which result from the actions of the Grantee, including but not limited to any construction, maintenance or repairs to the utility facilities located within the above described "Easement Area" in accordance with Section 3.14.5 of the City of Cape Coral Land Use and Development Regulations.

Notwithstanding the above, Grantor, its successors and assigns, may use the easement for internal roadway, storm water drainage culvert crossings, or other conduit crossings, irrigation, or parking lot lighting purposes provided no improvements constructed within the "Easement Area" materially interfere with Grantee's existing utility easement rights hereunder or improvements constructed by Grantee within the Easement Area. Following any such installation or maintenance within the Easement Area by Grantor, the Grantor, at its expense, shall be responsible for returning the surface of the Easement Area, and any damage to Grantee's facilities located within the Easement Area, to the condition existing

immediately prior to such work. Grantor, its successors and assigns, agrees to indemnify and hold Grantee, its officers, employees, and agents, harmless from any and all claims, injuries, and damages to persons and property, both real and personal, arising from Grantor's placement of improvements within this Utility Easement, or arising from Grantee's repair, installation, or maintenance to utilities located within this Utility Easement.

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

_____
Witness - Signature

_____
Witness - Print or Type Name

_____
Witness – Signature

_____
Witness - Print or Type Name

PVB Pine Island Comml LLC, a Florida limited liability company

BY: Phoenix Bay Ventures LLC, a Florida limited liability company

_____
Brian Lucas, Manager

STATE OF: _____§

COUNTY OF: _____§

The foregoing instrument was acknowledged before me this _____ day _____, 2018 by Brian Lucas, Manager of Phoenix Bay Ventures LLC, a Florida limited liability company, the Managing Member of PVB Pine Island Comml LLC, a Florida limited liability company who is personally known by me or has produced _____ as identification.
(DESCRIBE IDENTIFICATION)

_____
Notary Signature
Print Name:_____
(seal)

Prepared by:
CITY OF CAPE CORAL
P.O. BOX 150027
CAPE CORAL, FLORIDA 33915-0027
STRAP: 20-44-23-C3-00001.102A

DESCRIPTION

Parcel in
Section 20, Township 44 South, Range 23 East,
City of Cape Coral, Lee County, Florida

A tract or parcel of land lying in Section 20, Township 44 South, Range 23 East, City of Cape Coral, Lee County, Florida, said tract or parcel of land being more particularly described as follows:

Commencing at the North Quarter corner of said Section 20, run S01°06'33"E along the West line of the Northeast Quarter of said Section 20 for 326.43 feet; thence run N88°53'27"E for 85.00 feet to an intersection with the Easterly line of lands described in a deed recorded in Instrument 2012000017805, Lee County Records, and the POINT OF BEGINNING.

From said Point of Beginning continue N88°53'27"E for 40.00 feet; thence run N01°06'33"W for 30.93 feet; thence run N60°53'07"E for 134.68 feet; thence run N29°06'53"W for 30.48 feet; thence run N60°53'07"E for 10.00 feet; thence run S29°06'53"E for 30.48 feet; thence run N60°53'07"E for 46.47 feet; thence run S89°36'38"E for 86.43 feet; thence run N00°23'22"E for 12.04 feet; thence run S89°36'38"E for 13.79 feet; thence run S00°23'22"W for 12.04 feet; thence run S89°36'38"E for 288.29 feet; thence run N00°23'22"E for 7.00 feet; thence run S89°36'38"E for 33.89 feet; thence run N45°00'00"E for 5.09 feet; thence run N88°53'27"E for 21.21 feet; thence run S01°06'33"E for 10.00 feet; thence run S88°53'27"W for 17.18 feet; thence run S45°00'00"W for 18.05 feet; thence run S01°06'33"E for 46.38 feet; thence run N88°53'27"E for 25.35 feet; thence run S01°06'33"E for 10.00 feet; thence run S88°53'27"W for 20.35 feet; thence run S01°06'33"E for 58.25 feet; thence run N88°53'27"E for 31.08 feet; thence run S01°06'33"E for 10.00 feet; thence run S88°53'27"W for 31.08 feet; thence run S01°06'33"E for 99.82 feet; thence run N88°53'27"E for 18.63 feet; thence run S01°06'33"E for 10.00 feet; thence run S88°53'27"W for 18.63 feet; thence run S01°06'33"E for 31.40 feet; thence run N88°53'27"E for 24.08 feet; thence run S01°06'33"E for 10.00 feet; thence run S88°53'27"W for 24.08 feet; thence run S01°06'33"E for 20.08 feet; thence run N88°53'27"E for 30.59 feet; thence run S01°06'33"E for 10.00 feet; thence run S88°53'27"W for 30.59 feet; thence run S01°06'33"E for 99.10 feet; thence run N88°53'27"E for 19.79 feet; thence run S01°06'33"E for 10.00 feet; thence run S88°53'27"W for 19.79 feet; thence run S01°06'33"E for 29.89 feet; thence run N88°53'27"E for 15.00 feet; thence run S01°06'33"E for 29.62 feet; thence run N88°53'27"E for 14.53 feet; thence run S01°06'33"E for 10.00 feet; thence run S88°53'27"W for 29.53 feet; thence run S01°06'33"E for 4.71 feet; thence run S88°53'27"W for 585.00 feet; thence run N45°00'00"W for 55.19 feet; thence run S88°53'27"W for 7.63 feet to an intersection with said Easterly line; thence run N01°06'33"W along said Easterly line for 10.00 feet; thence run N88°53'27"E for 11.89 feet; thence run S45°00'00"E for 37.15 feet; thence run N88°53'27"E for 2.35 feet; thence run N01°06'33"W for 182.54 feet; thence run S88°53'27"W for 40.00 feet to an intersection with said Easterly line; thence run N01°06'33"W along said Easterly line for 20.00 feet; thence run N88°53'27"E for 40.00 feet; thence run N01°06'33"W for 15.00 feet; thence run S88°53'27"W for 40.00 feet to an intersection with said Easterly line; thence run N01°06'33"W along said Easterly line for 20.00 feet; thence run N88°53'27"E for 40.00 feet; thence run N01°06'33"W for 80.01 feet; thence run S88°53'27"W for 13.00 feet; thence run N01°06'33"W for 41.04

DESCRIPTION (CONTINUED)

feet to a point designated as POINT “A”; thence run S88°53'27"W for 27.00 feet; thence run N01°06'33"W for 10.00 feet to the POINT OF BEGINNING.
Containing 6.86 acres, more or less.

LESS AND EXCEPT THE FOLLOWING (4) FOUR PARCELS:

PARCEL 1:

Commencing at POINT “A” run N88°53'27"E for 42.00 feet to the POINT OF BEGINNING.
From said Point of Beginning run N88°53'27"E for 5.00 feet; thence run N01°06'33"W for 26.17 feet; thence run N60°53'07"E for 16.71 feet; thence run S29°06'53"E for 30.40 feet; thence run N60°53'07"E for 10.00 feet; thence run N29°06'53"W for 30.40 feet; thence run N60°53'07"E for 59.95 feet; thence run S29°06'53"E for 18.99 feet; thence run N60°53'07"E for 10.00 feet; thence run N29°06'53"W for 18.99 feet; thence run N60°53'07"E for 63.77 feet; thence run S89°36'38"E for 77.55 feet; thence run S00°23'22"W for 25.89 feet; thence run S89°36'38"E for 11.45 feet; thence run S00°23'22"W for 2.95 feet; thence run S89°36'38"E for 10.00 feet; thence run N00°23'22"E for 28.84 feet; thence run S89°36'38"E for 73.16 feet; thence run S00°23'22"W for 22.16 feet; thence run S89°36'38"E for 10.00 feet; thence run N00°23'22"E for 22.16 feet; thence run S89°36'38"E for 129.82 feet; thence run S01°06'33"E for 132.32 feet; thence run S88°53'27"W for 27.80 feet; thence run S01°06'33"E for 10.00 feet; thence run N88°53'27"E for 27.80 feet; thence run S01°06'33"E for 73.56 feet; thence run S88°53'27"W for 20.66 feet; thence run S01°06'33"E for 10.00 feet; thence run N88°53'27"E for 25.66 feet; thence run S01°06'33"E for 27.87 feet; thence run S88°53'27"W for 28.74 feet; thence run S01°06'33"E for 10.00 feet; thence run N88°53'27"E for 28.74 feet; thence run S01°06'33"E for 96.55 feet; thence run S45°00'00"W for 6.94 feet; thence run S01°06'33"E for 80.83 feet to a point designated as POINT “B”; thence run S88°53'27"W for 27.58 feet; thence run N01°06'33"W for 28.05 feet; thence run S88°53'27"W for 10.00 feet; thence run S01°06'33"E for 28.05 feet; thence run S88°53'27"W for 74.55 feet; thence run N01°06'33"W for 20.63 feet; thence run S88°53'27"W for 10.00 feet; thence run S01°06'33"E for 20.63 feet; thence run S88°53'27"W for 119.68 feet; thence run N01°06'33"W for 30.70 feet; thence run S88°53'27"W for 10.00 feet; thence run S01°06'33"E for 30.70 feet; thence run S88°53'27"W for 60.23 feet; thence run N01°06'33"W for 20.99 feet; thence run S88°53'27"W for 10.00 feet; thence run S01°06'33"E for 20.99 feet; thence run S88°53'27"W for 66.48 feet; thence run N01°06'33"W for 28.19 feet; thence run S88°53'27"W for 10.00 feet; thence run S01°06'33"E for 28.19 feet; thence run S88°53'27"W for 5.74 feet; thence run N01°06'33"W for 21.24 feet; thence run S88°53'27"W for 10.00 feet; thence run S01°06'33"E for 21.24 feet; thence run S88°53'27"W for 19.08 feet; thence run N08°59'20"E for 30.18 feet; thence run N81°00'40"W for 10.00 feet; thence run S08°59'20"W for 31.96 feet; thence run S88°53'27"W for 15.02 feet; thence run N01°06'33"W for 182.83 feet; thence run N88°53'27"E for 27.74 feet; thence run N01°06'33"W for 10.00 feet; thence run S88°53'27"W for 27.74 feet; thence run N01°06'33"W for 159.76 feet to the POINT OF BEGINNING.
Containing 4.54 acres, more or less.

DESCRIPTION (CONTINUED)

PARCEL 2:

Commencing at POINT “B” run N88°53'27"E for 10.00 feet to the POINT OF BEGINNING.
From said Point of Beginning run N01°06'33"W for 76.57 feet; thence run N45°00'00"E for 9.71 feet; thence run N01°06'33"W for 16.79 feet; thence run N88°53'27"E for 57.38 feet to a point designated as POINT “C”; thence run S01°06'33"E for 88.71 feet; thence run S88°53'27"W for 21.62 feet; thence run S01°06'33"E for 6.39 feet; thence run S88°53'27"W for 5.07 feet; thence run N01°06'33"W for 18.17 feet; thence run S88°53'27"W for 10.00 feet; thence run S01°06'33"E for 23.17 feet; thence run S88°53'27"W for 27.70 feet to the POINT OF BEGINNING.
Containing 0.13 acres, more or less.

PARCEL 3:

Commencing at POINT “C” run N01°06'33"W for 24.00 feet to the POINT OF BEGINNING.
From said Point of Beginning run S88°53'27"W for 45.38 feet; thence run N01°06'33"W for 46.80 feet; thence run N88°53'27"E for 45.38 feet to a point designated as POINT “D”; thence run S01°06'33"E for 46.80 feet to the POINT OF BEGINNING.
Containing 0.05 acres, more or less.

PARCEL 4:

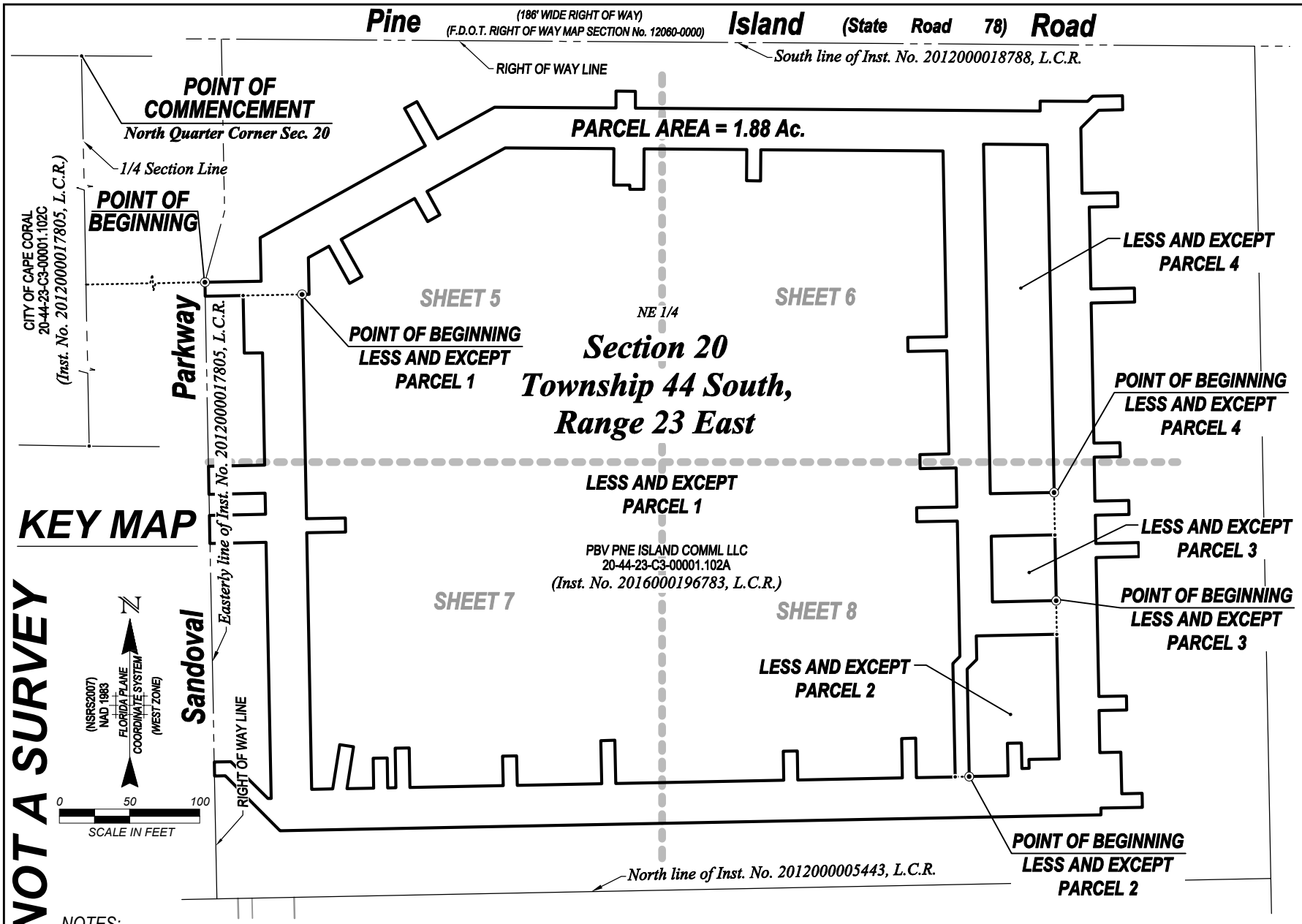
Commencing at POINT “C” run N01°06'33"W for 30.25 feet to the POINT OF BEGINNING.
From said Point of Beginning run S88°53'27"W for 45.38 feet; thence run N01°06'33"W for 249.03 feet; thence run S89°36'38"E for 45.40 feet; thence run S01°06'33"E for 247.84 feet to the POINT OF BEGINNING.
Containing 0.26 acres, more or less.

Net area is 1.88 acres, more or less.

Bearings hereinabove mentioned are State Plane for the Florida West Zone (1983/NSRS 2007) and are based on the West line of the Northeast Quarter (NE 1/4) of Section 20 to bear S01°06'33"E.

_____
Scott A. Wheeler (For The Firm)
Professional Surveyor and Mapper
Florida Certificate No. 5949

L:\23388 - Sandoval Phase IV\Surveying\Descriptions\SKETCH\23388SK01.doc



THIS IS NOT A SURVEY

NOTES:

1. ALL DISTANCES SHOWN ARE IN FEET AND DECIMALS THEREOF. UNLESS OTHERWISE NOTED DISTANCES ARE ALSO (U.S. SURVEY FEET) GROUND AND CAN BE MULTIPLIED BY 0.9999413 TO OBTAIN GRID DISTANCES.
2. INST. No.- DENOTES INSTRUMENT NUMBER, LEE COUNTY PUBLIC RECORDS.
3. O.R. - DENOTES OFFICIAL RECORD BOOK, LEE COUNTY PUBLIC RECORDS.
4. PG. - DENOTES PAGE.
5. BEARINGS AND COORDINATES SHOWN ARE STATE PLANE FLORIDA WEST ZONE (NAD1983 (NSRS 2007)) ARE BASED ON WEST OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 20 TO BEAR S01°06'33"E.
6. DESCRIPTION IS ATTACHED.

SCOTT A. WHEELER (FOR THE FIRM - LB-6940)
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 5949

DATE SIGNED:

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

Barraco and Associates, Inc.
CIVIL ENGINEERING - LAND SURVEYING
LAND PLANNING - LANDSCAPE DESIGN
www.barraco.net
2271 McGREGOR BLVD., SUITE 100
POST OFFICE DRAWER 2800
FORT MYERS, FLORIDA 33902-2800
PHONE (239) 461-3170
FAX (239) 461-3169
FLORIDA CERTIFICATES OF AUTHORIZATION
ENGINEERING 7995 - SURVEYING LB-6940

PREPARED FOR

Bonita Bay Group®
9990 COCONUT ROAD
BONITA SPRINGS, FLORIDA 34135-8488
PHONE (239) 495-1000
FAX (239) 992-2672
WWW.BONITABAYGROUP.COM

PROJECT DESCRIPTION

A PARCEL OF LAND IN SECTION 20 TOWNSHIP 44 SOUTH RANGE 23 EAST CITY OF CAPE CORAL, LEE COUNTY, FLORIDA

PROJECT SURVEYOR

SCOTT A. WHEELER LICENSE NUMBER 5949 STATE OF FLORIDA PROFESSIONAL SURVEYOR AND MAPPER

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

FILE NAME	23388SK01.DWG
LAYOUT	4
LOCATION	J:\23388\DWG\SURVEYING\SKETCH\
PLOT DATE	MON. 8-27-2018 - 12:54 PM
PLOT BY	PETER OLSEN

DRAWING DATA

SURVEY DATE	08-27-2018
DRAWN BY	P. OLSEN
CHECKED BY	SAW
SCALE	1"=100'
FIELD BOOK	

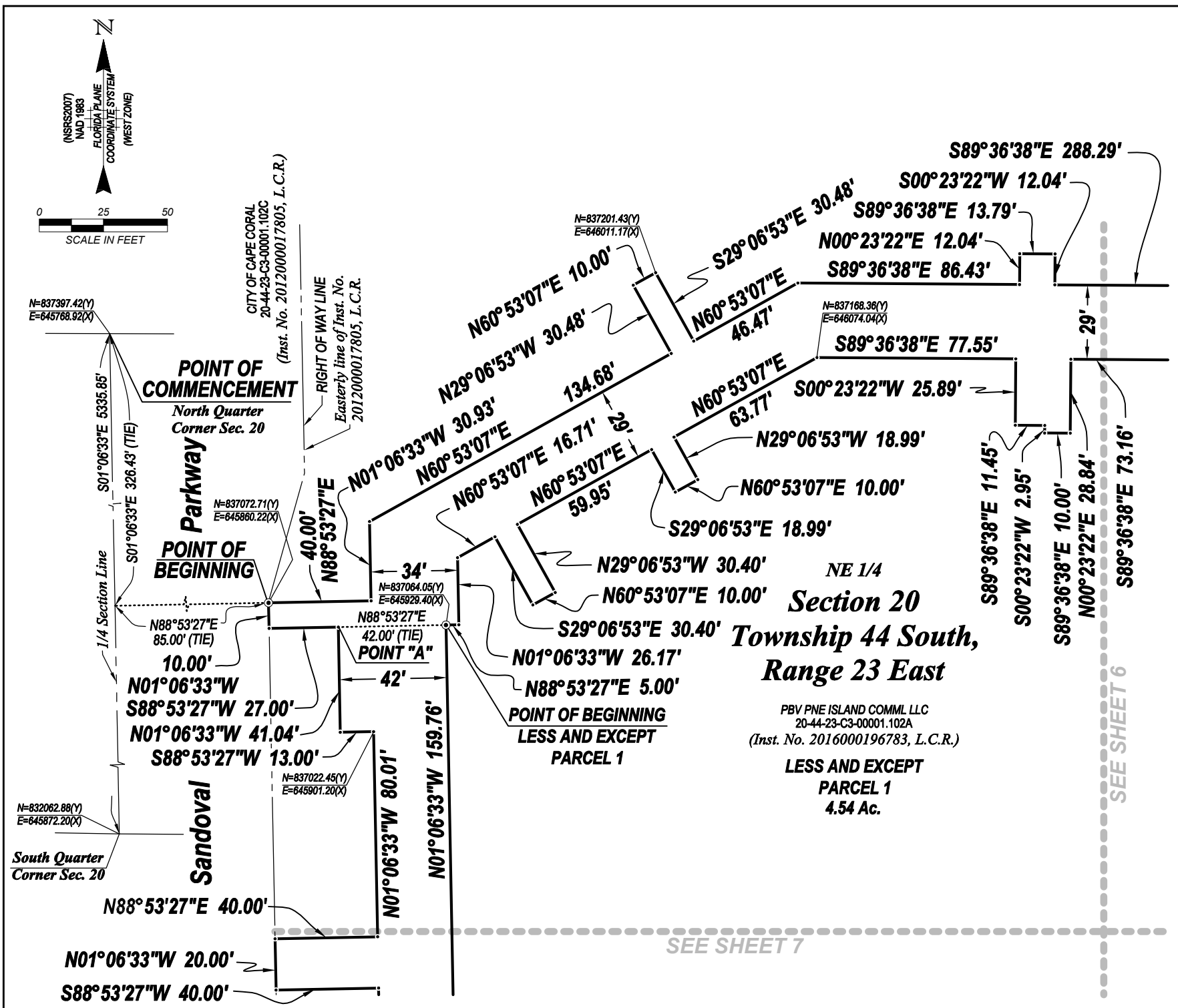
PLAN REVISIONS

STRAP NUMBERS

(UTILITY EASEMENT)

SKETCH TO ACCOMPANY DESCRIPTION

PROJECT / FILE NO.	SHEET NUMBER
23388 20-44-23	4 OF 8



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PROJECT DESCRIPTION

A PARCEL OF LAND IN SECTION 20 TOWNSHIP 44 SOUTH RANGE 23 EAST CITY OF CAPE CORAL, LEE COUNTY, FLORIDA

PROJECT SURVEYOR

SCOTT A. WHEELER · LICENSE NUMBER 5949 · STATE OF FLORIDA · PROFESSIONAL SURVEYOR AND MAPPER

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

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PLOT BY	PETER OLSEN

DRAWING DATA

SURVEY DATE	08-27-2018
DRAWN BY	P. OLSEN
CHECKED BY	SAW
SCALE	1"=50'
FIELD BOOK	

PLAN REVISIONS

STRAP NUMBERS

SKETCH TO ACCOMPANY DESCRIPTION

PROJECT / FILE NO.	SHEET NUMBER
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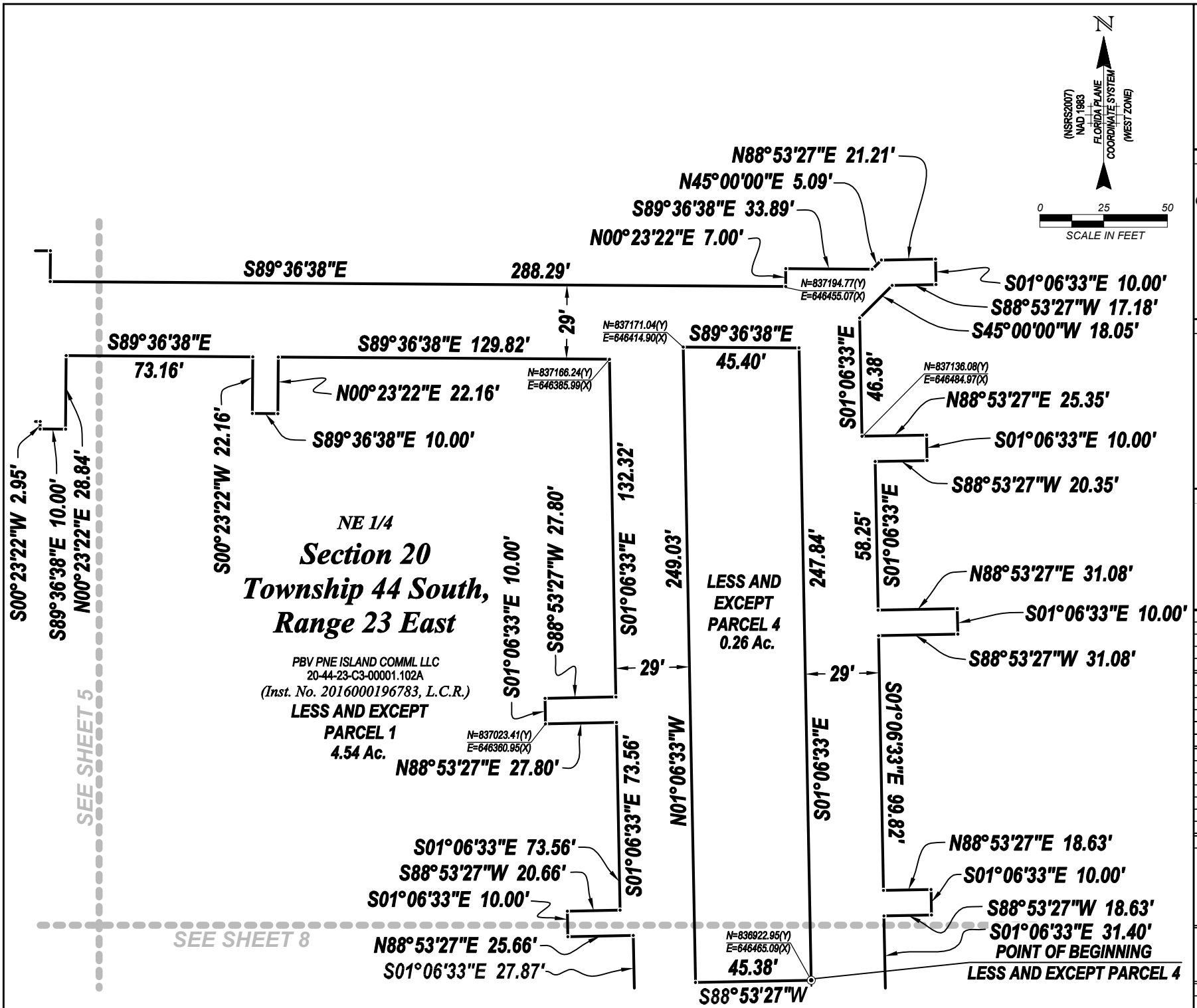

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PROJECT DESCRIPTION

A PARCEL OF LAND IN SECTION 20 TOWNSHIP 44 SOUTH RANGE 23 EAST CITY OF CAPE CORAL, LEE COUNTY, FLORIDA

PROJECT SURVEYOR

SCOTT A. WHEELER LICENSE NUMBER 5949 STATE OF FLORIDA PROFESSIONAL SURVEYOR AND MAPPER

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

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PLOT BY	PETER OLSEN

DRAWING DATA

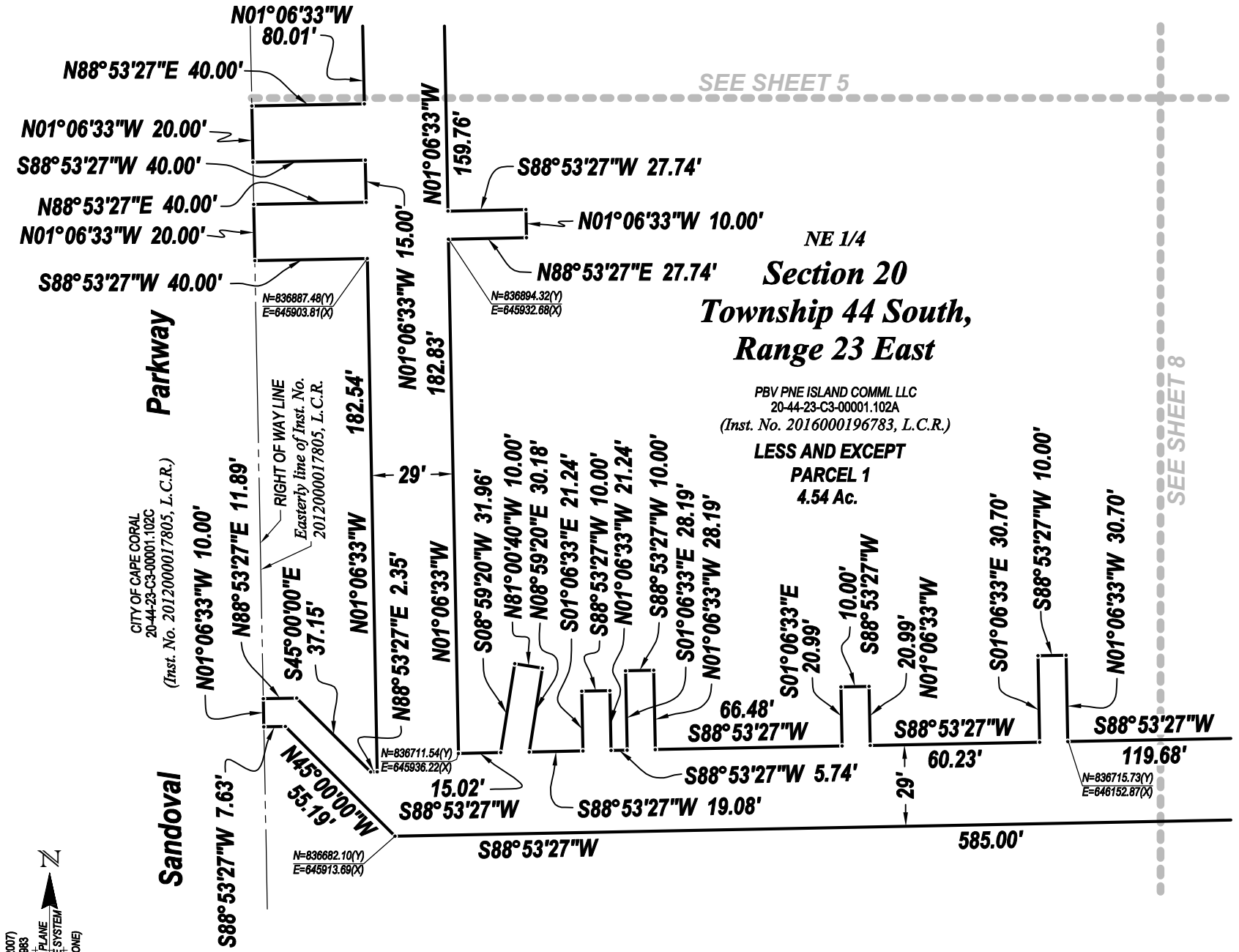
SURVEY DATE	08-27-2018
DRAWN BY	P. OLSEN
CHECKED BY	SAW
SCALE	1"=50'
FIELD BOOK	

PLAN REVISIONS

STRAP NUMBERS

SKETCH TO ACCOMPANY DESCRIPTION

PROJECT / FILE NO.	SHEET NUMBER
23388 20-44-23	6 OF 8



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A PARCEL OF LAND IN SECTION 20 TOWNSHIP 44 SOUTH RANGE 23 EAST CITY OF CAPE CORAL, LEE COUNTY, FLORIDA

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PLOT BY	PETER OLSEN

DRAWING DATA

SURVEY DATE	08-27-2018
DRAWN BY	P. OLSEN
CHECKED BY	SAW
SCALE	1"=50'
FIELD BOOK	

PLAN REVISIONS

STRAP NUMBERS

SKETCH TO ACCOMPANY DESCRIPTION

PROJECT / FILE NO.	SHEET NUMBER
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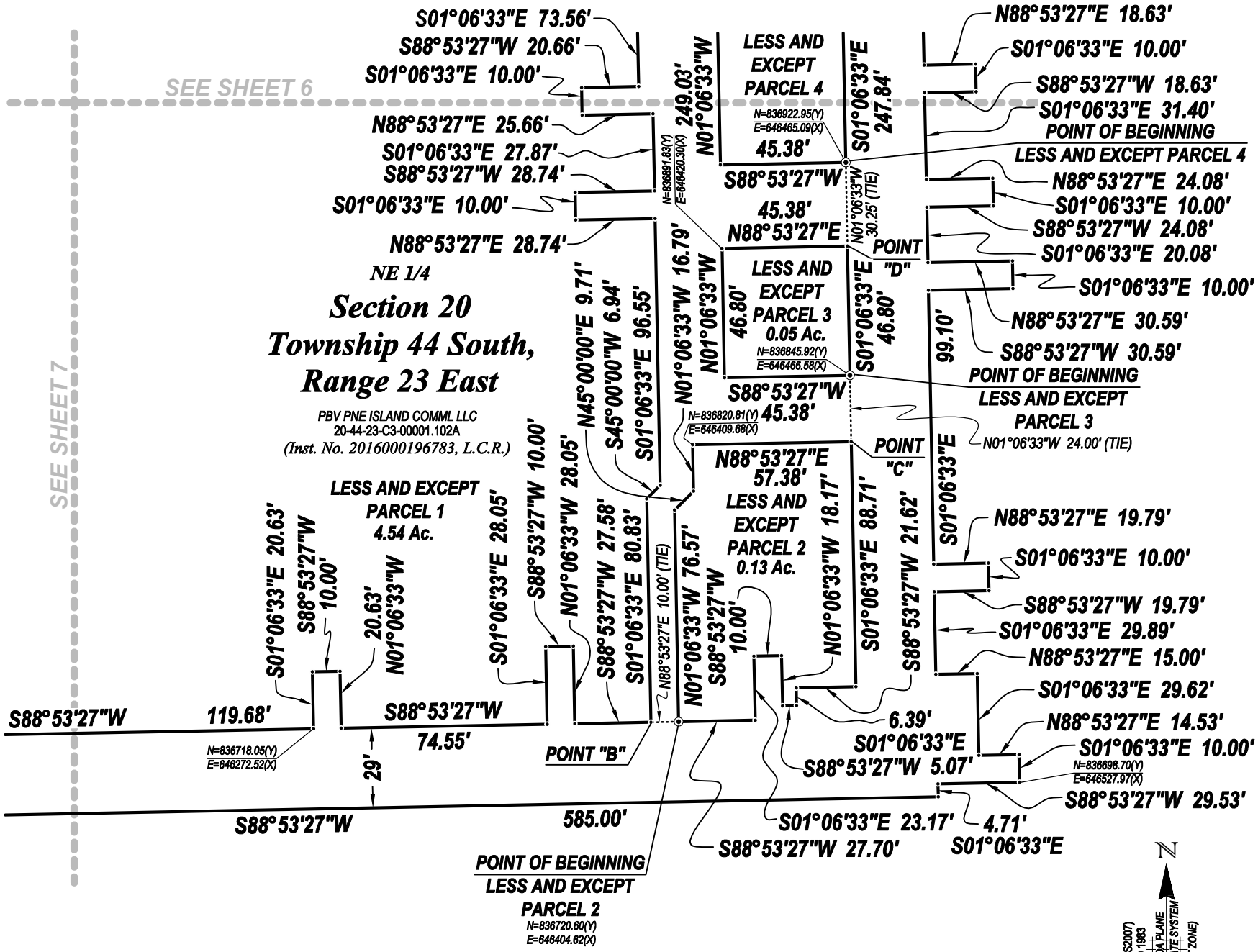

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PROJECT DESCRIPTION

A PARCEL OF LAND IN SECTION 20 TOWNSHIP 44 SOUTH RANGE 23 EAST CITY OF CAPE CORAL, LEE COUNTY, FLORIDA

PROJECT SURVEYOR

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FILE NAME	23388SK01.DWG
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PLOT BY	PETER OLSEN

DRAWING DATA	
SURVEY DATE	08-27-2018
DRAWN BY	P. OLSEN
CHECKED BY	SAW
SCALE	1"=50'
FIELD BOOK	

PLAN REVISIONS

STRAP NUMBERS

SKETCH TO ACCOMPANY DESCRIPTION

PROJECT / FILE NO.	SHEET NUMBER
23388 20-44-23	8 OF 8

UTILITY EASEMENT

This Grant of Easement, made this ____ day of _____, 2018 by and between **PBV Pine Island Comml LLC,** a Florida limited liability company**,** whose address is: 9990 Coconut Road, Suite 200, Bonita Springs, Florida 34135 as "Grantor", and the **CITY OF CAPE CORAL**, a Florida municipal corporation, as "Grantee".

WITNESSETH that said Grantor, for and in consideration of the sum of Ten and 00/100 Dollars ($10.00) and other good and valuable consideration to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted and conveyed to the said Grantee, and Grantee's successors and assigns forever, a perpetual non-exclusive easement to survey, construct, operate, maintain, remove, replace or abandon utility facilities, in, along, under, above and upon the following described land, situate, lying and being in Lee County, Florida, to wit:

A tract or parcel of land being 20.0 feet wide for Utility Easement purposes lying in Section 20, Township 44 South, Range 23 East, City of Cape Coral, Lee County, Florida, said tract or parcel of land being the northerly 20.0 feet of the parcel described in Instrument No. 2016000196783 recorded on September 15, 2016 in the Public Records of Lee County Florida and more particularly described in Exhibit A attached hereto and incorporated herein by reference (hereinafter "Easement Area").

Reserving unto the Grantor, its successors and assigns forever, the right to construct, maintain, install, operate and place upon the "Easement Area" described herein, any surface improvements, excluding buildings, to include but not be limited to, sidewalks, curbing, landscaping, and signage as specified on the site plan dated January 4, 2017, provided that such surface improvements do not unreasonably interfere with the utility facilities constructed within said "Easement Area". Grantor, its successors and assigns, agrees to assume all liability for any damage to any surface improvements constructed by Grantor within the above "Easement Area", which result from the actions of the Grantee, including but not limited to any construction, maintenance or repairs to the utility facilities located within the above described "Easement Area" in accordance with Section 3.14.5 of the City of Cape Coral Land Use and Development Regulations. Notwithstanding the foregoing, the Grantee agrees to remove and replace Grantor's said signage when deemed necessary by the Grantee for the construction, maintenance, or repair of Grantee's facilities.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

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

_____
Witness - Signature

_____
Witness - Print or Type Name

_____
Witness – Signature

_____
Witness - Print or Type Name

PVB Pine Island Comml LLC, a Florida limited liability company

BY: Phoenix Bay Ventures LLC, a Florida limited liability company

_____
Brian Lucas, Manager

STATE OF: _____§

COUNTY OF: _____§

The foregoing instrument was acknowledged before me this _____ day _____, 2018 by Brian Lucas, Manager of Phoenix Bay Ventures LLC, a Florida limited liability company, the Managing Member of PVB Pine Island Comml LLC, a Florida limited liability company who is personally known by me or has produced _____ as identification.
(DESCRIBE IDENTIFICATION)

_____
Notary Signature
Print Name:_____
(seal)

Prepared by:
CITY OF CAPE CORAL
P.O. BOX 150027
CAPE CORAL, FLORIDA 33915-0027
STRAP: 20-44-23-C3-00001.102A

DESCRIPTION

Parcel in
Section 20, Township 44 South, Range 23 East,
City of Cape Coral, Lee County, Florida

A strip of land twenty (20) feet wide lying in Section 20, Township 44 South, Range 23 East, City of Cape Coral, Lee County, Florida, said strip of land being more particularly described as follows:

Commencing at the North Quarter corner of said Section 20, run S01°06'33"E along the West line of the Northeast Quarter of said Section 20 for 150.86 feet to an intersection with the South right of way line of Pine Island Road (State Road No. 78) (F.D.O.T. right of way Section No. 12060-0000), as described in a deed recorded in Instrument Number 2012000018788, Lee County Records; thence run S89°36'38"E along said South right of way line for 100.03 feet to the Northeast corner of lands described in a deed recorded in Instrument Number 2012000017805, Lee County Records and the POINT OF BEGINNING.

From said Point of Beginning continue S89°36'38"E along said South right of way line for 736.15 feet to an intersection with the Easterly line of lands as described in a deed recorded in Official Records Book 3385, at Page 2016, Lee County Records; thence run S01°06'33"E along the Easterly line of said lands for 20.01 feet; thence run N89°36'38"W for 736.15 feet to an intersection with the Easterly line of said lands described in a deed recorded in Instrument Number 2012000017805, Lee County Records; thence run N01°06'33"W along said Easterly line for 20.01 feet to the POINT OF BEGINNING.

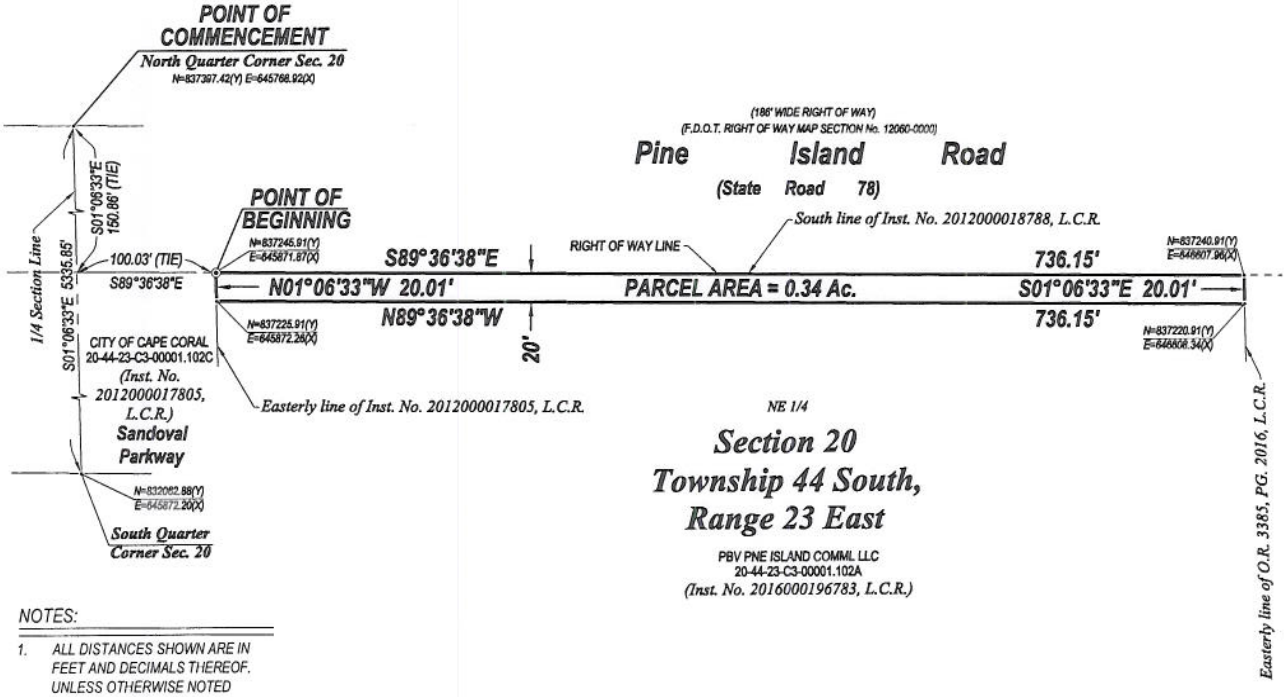
Containing 0.34 acres, more or less.

Bearings hereinabove mentioned are State Plane for the Florida West Zone (1983/NSRS 2007) and are based on the West line of the Northeast Quarter (NE 1/4) of Section 20 to bear S01°06'33"E.

Scott A. Wheeler (For The Firm)
Professional Surveyor and Mapper
Florida Certificate No. 5949

L:\23388 - Sandoval Phase IV\Surveying\Descriptions\SKETCH\23388SK03.doc

Post Office Drawer 2800 • Fort Myers, FL 33902
Phone (239) 461-3170 • Fax (239) 461-3169



NOTES:

1. ALL DISTANCES SHOWN ARE IN FEET AND DECIMALS THEREOF. UNLESS OTHERWISE NOTED DISTANCES ARE ALSO (U.S. SURVEY FEET) GROUND AND CAN BE MULTIPLIED BY 0.9999413 TO OBTAIN GRID DISTANCES.
2. INST. No.- DENOTES INSTRUMENT NUMBER, LEE COUNTY PUBLIC RECORDS.
3. O.R. - DENOTES OFFICIAL RECORD BOOK, LEE COUNTY PUBLIC RECORDS.
4. PG. - DENOTES PAGE.
5. BEARINGS AND COORDINATES SHOWN ARE STATE PLANE FLORIDA WEST ZONE (NAD1983 (NSRS 2007)) ARE BASED ON WEST OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 20 TO BEAR S01°06'33"E.
6. DESCRIPTION IS ATTACHED.

THIS IS NOT A SURVEY

SCOTT A. WHEELER (FOR THE FIRM - LB-6940)
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 5949

DATE SIGNED:

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

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FAX (239) 461-3169
FLORIDA CERTIFICATES OF AUTHORIZATION
ENGINEERING 7360 - SURVEYING LB-6940

PREPARED FOR:

Bonita Bay Group®
9990 COCONUT ROAD
BONITA SPRINGS, FLORIDA 34135-8448
PHONE (239) 495-1000
FAX (239) 992-2672
WWW.BONITABAYGROUP.COM

PROJECT DESCRIPTION:

A PARCEL OF LAND IN SECTION 20 TOWNSHIP 44 SOUTH RANGE 23 EAST CITY OF CAPE CORAL, LEE COUNTY, FLORIDA

PROJECT SURVEYOR

SCOTT A. WHEELER
PROFESSIONAL SURVEYOR AND MAPPER
No. 5949
STATE OF FLORIDA

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

FILE NAME	23396SKETCH.DWG
LAYOUT	2
LOCATION	I:\23396\SURVEY\SKETCH\
PLOT DATE	MON, 8.27.2018 - 3:50 PM
PLOT BY	PETER OLSEN

DRAWING DATA

SURVEY DATE	08.27.2018
DRAWN BY	P. OLSEN
CHECKED BY	SAW
SCALE	1"=100'
FIELD BOOK	

PLAN REVISIONS

STRAP NUMBERS

(UTILITY EASEMENT)

SKETCH TO ACCOMPANY DESCRIPTION

PROJECT FILE NO.	SHEET NUMBER
23396 20-44-23	2 OF 2

Lee County Property Appraiser

Tax Year

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

Property Data

STRAP: 20-44-23-C3-00001.102A Folio ID: 10557627

Owner Of Record - Sole Owner

PBV PINE ISLAND COMML LLC
9990 COCONUT RD STE 200
BONITA SPRINGS FL 34135

Site Address

3305 GRANT COVE CIR
CAPE CORAL FL 33991

SEE ALTERNATE ADDRESS INFORMATION SECTION BELOW

Property Description

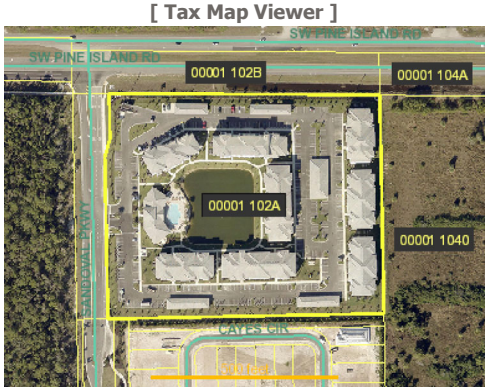
Do not use for legal documents!

N PORT OF SW 1/4 OF NE 1/4 + W 1/2 OF NW 1/4 OF NE 1/4 + S 1/2 OF SE 1/4 + NW 1/4 OF SE 1/4 LESS S 250 FT OF E 890 FT
LESS SUBD

Classification / DOR Code

MULTI-FAMILY 10 OR MORE / 03

[Tax Map Viewer]



[Pictometry Aerial Viewer]

Current Working Values

Just	11,517,505	As Of	07/16/2018

Attributes

Land Units Of Measure	UT
Units	186.00
Total Number of Buildings	9
Total Bedrooms / Bathrooms / Fixtures	342 / 312.0 / 12
Total Living Area	208,947
1st Year Building on Tax Roll	2017
Historic District	No

Image of Structure

Photo Date April of 2018 View other photos

Last Inspection Date: 02/26/2018

+ Exemptions

+ Values (2018 Tax Roll)

+ Taxing Authorities

Sales / Transactions

Sale Price	Date	OR Number	Type	Description	Vacant/Improved
1,805,000.00	09/13/2016	2016000196783	01	**Sales qualified and included for sales ratio analysis** Transfers qualified as arm's length because of examination of the deed or other instrument transferring ownership of real property	V
645,300.00	03/19/2001	3385/2577	05	**Sales qualified and included for sales ratio analysis** Qualified (Agriculture Classified - Single or Multi Parcels)	V
100.00	03/19/2001	3385/2575	04	**Sales disqualified as a result of examination of the deed** Disqualified (Multiple STRAP # - 01,03,04,07)	V
166,300.00	10/01/1996	2754/2123	04	**Sales disqualified as a result of examination of the deed** Disqualified (Multiple STRAP # - 01,03,04,07)	V
100.00	06/01/1996	2712/880	04	**Sales disqualified as a result of examination of the deed** Disqualified (Multiple STRAP # - 01,03,04,07)	V

Building/Construction Permit Data

Parcel Numbering History

Prior STRAP	Prior Folio ID	Renumber Reason	Renumber Date
20-44-23-C3-00001.1020	10073732	Split (From another Parcel)	03/21/2012
20-44-23-C3-00001.1020	10073732	Split (From another Parcel)	04/03/2012
20-44-23-C3-00001.102B	10558230	Split (From another Parcel)	04/03/2012
20-44-23-C3-00001.102C	10558231	Split (From another Parcel)	04/03/2012

Location Information

Solid Waste (Garbage) Roll Data

Flood and Storm Information

Alternate Address Information

Appraisal Details (2018 Tax Roll)

Appraisal Details (Current Working Values)

Land

Land Tracts

Use Code	Use Code Description	Number of Units	Unit of Measure
300	Multi-Family, 10 or More Units	186.00	Units

Land Features

Description	Year Added	Units
FENCE - ALUM/VINYL - 4 FEET	2017	295
WALL - DECORATIVE - C.B.S.	2017	234
BLACK TOP - IMPROVED	2017	124,260
SLAB - CONCRETE	2017	200
SLAB - CONCRETE	2017	448
FENCE - CHAIN LINK - 4 FOOT	2017	185
WALL - DECORATIVE - C.B.S.	2018	700

Buildings

Building 1 of 9

Building Characteristics

Improvement Type	Model Type	Stories	Living Units
23 - Apartment Building	7 - Apt/Hotel/Clubs	3.0	24

Item Number:	**B.(8)**
Meeting Date:	**12/10/2018**
Item Type:	**CONSENT AGENDA**

AGENDA REQUEST FORM
CITY OF CAPE CORAL

TITLE:
Resolution 276-18 Approval of Contract for Purchase of Lots 5 and 6, Block 5539, Unit 91, Cape Coral Subdivision, 4221 NW 36th Avenue, Cape Coral, for the NW 36th Avenue Drainage Improvement Project, for the purchase price of $9,000 plus closing costs not to exceed $1,400; Department: Financial Services / Real Estate Division; Dollar Value: $10,400; (Stormwater Capital Project Fund) Note: Trade offer rejected by Seller.

REQUESTED ACTION:
Approve or Deny

STRATEGIC PLAN INFO:

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

PLANNING & ZONING/HEARING EXAMINER/STAFF RECOMMENDATIONS:

SUMMARY EXPLANATION AND BACKGROUND:
1) In August 2014, the Public Works Stormwater Staff identified an area where stormwater flow north of Durden Parkway drains to the southwest from Burnt Store Road creating isolated flooding at times. The purpose of the NW 36th Avenue Drainage Improvement Project is to allow uninterrupted conveyance of this stormwater through the City's stormwater drainage system.

2) There are six (6) properties affected by the inadequate conveyance and lack of connectivity in the City's stormwater system at this junction. Five (5) of these properties are along NW 36th Avenue and one (1) property is along NW 42nd Lane, all south of Durden Parkway.

3) The property along NW 42nd Lane is adjacent to a platted "Drainage Right of Way", which overflows to the south across a portion of the eastern side of its property and through the rear of the properties on NW 36th Avenue spilling over into another platted "Drainage Right of Way" at the southern end of Block 5539.

4) In 2014, the City acquired three (3) of the five (5) properties on NW 36th Avenue through a trade of surplus land with the Deltona Corporation. Staff has continued to seek voluntary acquisitions from the remaining three (3) property owners. Currently, the property on NW 42nd Lane is in negotiations with Staff for a possible trade with the City.

5) The subject property is located on NW 36th Avenue and is no longer a buildable site due to the stormwater flow crossing through the rear of the property. Staff submitted an offer to purchase the property based on a recent "as-is" appraisal reflecting a value of $6,300. The Seller has countered the City's offer with an amount of $9,000. After reviewing additional recent sales within the area and considering the deduction in value in the appraisal for this on-site drainage area, staff believes this counter offer is reasonable when considering the costs of condemnation.

6) Staff recommends approval of the purchase of Lots 5 and 6, Block 5539, Unit 91, Cape Coral Subdivision, for the NW 36th Avenue Drainage Improvement Project, for the purchase price of $9,000 plus closing costs not to exceed $1,400.

LEGAL REVIEW:

EXHIBITS:
Resolution 276-18
Property Appraiser sheet
Location Map
Appraisal

PREPARED BY:

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

SOURCE OF ADDITIONAL INFORMATION:
Dawn Y. Andrews, Property Broker
Financial Services / Real Estate Division
239-574-0735

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

ATTACHMENTS:

Description	Type
Resolution 276-18	Resolution
PA Sheet - Blk 5539, Lots 5-6	Backup Material
Location Map - Blk 5539, Lots5-6	Backup Material
Appraisal - Blk 5539, Lots 5-6	Backup Material

RESOLUTION 276 – 18

A RESOLUTION OF THE CITY OF CAPE CORAL AUTHORIZING THE CITY MANAGER TO ENTER INTO A "CONTRACT FOR SALE AND PURCHASE" BETWEEN THE CITY OF CAPE CORAL AND C & C MULTISERVICE, INC., FOR THE PURCHASE OF LOTS 5 AND 6, BLOCK 5539, CAPE CORAL UNIT 91, FOR THE NW 36TH AVENUE DRAINAGE IMPROVEMENT PROJECT; PROPERTY LOCATED AT 4221 NW 36TH AVENUE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Public Works staff has identified an area of the City where stormwater flow north of Durden Parkway drains to the southwest from Burnt Store Road, creating isolated flooding at times; and

WHEREAS, City staff has been working with property owners toward acquiring parcels necessary for the NW 36th Avenue Drainage Improvement Project on a voluntary basis to remedy the inadequate conveyance of stormwater and lack of connectivity to the City's stormwater drainage system; and

WHEREAS, the City has acquired three of the six properties necessary for the project; and

WHEREAS, the subject property is located on NW 36th Avenue and is no longer a buildable site due to the stormwater flow crossing through the rear of the property;

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

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

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

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

Section 1. The City Council hereby authorizes the City Manager or his designee to execute a "Contract for Sale and Purchase" between the City of Cape Coral and C & C Multiservice, Inc., for the purchase of Lots 5 and 6, Block 5539, Cape Coral Unit 91, as more fully described in the Contract, in the amount of $9,000, plus closing costs not to exceed $1,400. The property is located at 4221 NW 36th Avenue. A copy of the "Contract for Sale and Purchase" is 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 REGULAR COUNCIL SESSION THIS _____ DAY OF _____, 2018.

_____
JOE COVIELLO, MAYOR

VOTE OF MAYOR AND COUNCILMEMBERS:

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

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

_____
KIMBERLY BRUNS
INTERIM CITY CLERK

APPROVED AS TO FORM:

Dolores D. Menendez

DOLORES D. MENENDEZ
CITY ATTORNEY
Res/Purchase Real Property-Drainage Project L5-6 B5539

CONTRACT FOR SALE AND PURCHASE

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

PARTIES: C & C Multiservice, Inc, a Florida Corporation 60%, P.O. Box 152461, Cape Coral, Florida 33915 as **"SELLER"**, and City of Cape Coral, a Florida Municipal Corporation, P.O. Box 150027, Cape Coral, Florida 33915-0027, successors or assigns, as **"BUYER"**, hereby agree that the **SELLER** shall sell and **BUYER** shall buy the following (hereinafter referred to as **"PROPERTY")** described property upon the following terms and conditions:

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

   Lots 5 & 6, Block 5539, Unit 91, Cape Coral Subdivision, as recorded in Plat Book 24, Pages 88 to 98, inclusive of the Public Records of Lee County, Florida.

2. **PURCHASE PRICE** ~~$6,300.00~~ **$ 9,000.00** RC

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

4. **EFFECTIVE DATE & CLOSING DATE.** The Effective Date of this contract shall be the date of Council authorization. This contract shall be closed and the deed shall be

delivered within 30 business days after Council authorization unless extended by other provisions of this contract. Such other provisions shall include, but not be limited to, paragraph 7. Possession shall be granted on the day of closing unless otherwise agreed in writing.

5. **CONVEYANCE. SELLER** shall convey title to the property to **BUYER** by Warranty Deed subject only to matters contained in this contract and taxes for the year of closing.

6. **RESTRICTIONS AND EASEMENTS. BUYER** shall take title subject to:

(a) Zoning and restrictions and prohibitions imposed by governmental authority;
(b) Restrictive covenants of record;
(c) Public utility easements of record, provided however said easements are located along the perimeter of the property and are not more than six feet (6') in width;
(d) Taxes for the year of closing and subsequent years;

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

7. **EVIDENCE OF TITLE.** Within fifteen (15) days from the date of this contract, **BUYER** shall at **BUYER'S** expense, obtain a title insurance binder issued by a qualified title insurer of its choice, agreeing to issue to **BUYER**, upon the recording of the deed hereafter mentioned, a title insurance policy in the amount of the purchase price insuring the title to that real property. **BUYER** shall have fifteen (15) days from the date of receiving the evidence of title to examine same. If title is found to be defective, **BUYER** or closing agent shall, within said period of time, notify **SELLER** in writing specifying defects that need to be cured. For purposes of this contract, a requirement by the title insurer that the **SELLER** institute and complete a quiet title action shall be deemed to be a title defect that shall be cured by **SELLER**. If said defects render the title unmarketable or uninsurable **SELLER** shall have ninety (90) days from the receipt of such notice to cure the defects, and if after said period **SELLER** shall not have cured the defects, then **BUYER** shall have the option

of (1) accepting the title as it then is; (2) affording **SELLER** additional time to cure the defect(s); or (3) terminate the contract by providing written notice to the **SELLER.**

8. **EXISTING MORTGAGES. SELLER** shall furnish estoppel letters from mortgagee(s) setting forth the principal balance, escrow balance, method of payment, and whether the mortgage is in good standing. It shall be **SELLER'S** obligation to obtain any satisfactions of mortgage required for closing.

9. **SURVEY.** If **BUYER** desires a survey, **BUYER** shall have the property surveyed at its expense prior to closing date. If the survey shows an encroachment, the same shall be treated as a title defect.

10. **OTHER AGREEMENTS.** No agreements or representations, unless incorporated in this contract, shall be binding upon any of the parties, unless they be in writing and agreed to by all parties.

11. **MECHANIC'S LIENS. SELLER** shall execute an affidavit that there have been no improvements to the subject property and that **SELLER** has not entered any contracts for the provision of goods or services that could give rise to a mechanic's lien for the ninety (90) days immediately preceding the date of closing.

12. **TIME IS OF THE ESSENCE** in the performance of this contract.

13. **DOCUMENTS FOR CLOSING. SELLER** shall execute a Warranty Deed, Seller's Affidavit and other necessary closing documents provided by closing agent.

14. **EXPENSES.** Documentary stamps, title insurance, title search, title exam and settlement fee shall be paid by **BUYER.**

15. **PRORATION OF TAXES (REAL AND PERSONAL).** Taxes shall be prorated based upon the current year's tax without regard to discount. If the closing takes place and the current year's taxes are not fixed, and the current year's assessment is available, taxes will be prorated based upon such assessment and the prior year's millage. If the current year's

assessment is not available, then taxes will be prorated on the prior year's tax, provided, however, if there is a completed improvement of the subject premises by January 1 of the year of closing, then the taxes shall be prorated to the date of closing based upon the prior year's millage. It is further agreed that should, upon receipt of current tax statement, the taxes be different by more than Ten Dollars ($10.00) than those estimated, the proration shall be adjusted.

16. **ATTORNEY'S FEES AND COSTS.** In connection with any litigation arising out of the contract, the prevailing party shall be entitled to recover all costs incurred, including reasonable attorney's fees. The parties agree to venue in Lee County, Florida for any action arising out of this Contract.

17. **DEFAULT BY SELLER.** If **SELLER** fails to perform any of the covenants of this contract other than the failure of **SELLER** to render his title marketable after diligent effort **BUYER** may proceed at law or in equity to enforce its legal rights under this contract, including, but not limited to, the right to bring suit for specific performance.

18. All covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators, successors and assigns of the respective parties.

19. This agreement shall be interpreted, construed, and governed according to the Laws of the State of Florida.

20. The invalidity or unenforceability of any particular provision of this agreement shall not affect the other provisions hereof, and the agreement shall be construed in all respects as if such invalid and unenforceable provisions were omitted.

21. **SELLER** and **BUYER** hereby agree that this contract to purchase the real property described above is for a proper municipal purpose and grants the **BUYER** the right to enter the real property described above for the purpose of surveying, soil borings, or any other work as deemed necessary by the **BUYER**. The parties herein further agree that the

purchase of this property does not destroy or cause any damage whatsoever to **SELLER** or his successor or assigns with respect to any commercial or residential property owned by them whose lands are being so purchased or located upon adjoining lands.

22. The place of closing and delivery of the deed to **BUYER** shall be at any office designated by **BUYER.**

23. **ENVIRONMENTAL AUDIT. BUYER** may perform or have performed, at **BUYER'S** expense, an environmental audit of the property. If such an audit identifies environmental problems unacceptable to the **BUYER** then **BUYER** may elect to accept the property in its existing condition or **BUYER** may terminate this Contract without obligation.

24. **REAL ESTATE COMMISSIONS. BUYER** and **SELLER** understand and agree that in the event **BUYER** has knowledge of any listing agreement for the subject property, then **BUYER**, at its option, may elect to notify and provide a copy of this contract to the listing Broker. **SELLER** shall be solely responsible for any Broker compensation, Realtor notification or any other terms and conditions of any listing agreement. **SELLER** shall also be responsible for any Realtor transaction fee or administration fee.

25. **DISCLOSURE OF BENEFICIAL INTERESTS. SELLER** agrees to comply with the provisions of Section 286.23(1), Florida Statutes. Said section requires that, before property that is owned by a partnership, limited partnership, corporation, trust or any other form of representative capacity whatsoever for others, is conveyed to a governmental unit, the representative of the owner/entity shall make a public disclosure in writing, under oath and subject to the penalties prescribed for perjury, which shall state the names and addresses of every person having a beneficial interest in the Real Property, however small or minimal.

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

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

CITY OF CAPE CORAL, FLORIDA

Witness to A. John Szerlag

BY: _____
A. John Szerlag Date
City Manager

Witness to Rebecca van Deutekom

BY: _____
Rebecca van Deutekom Date
City Clerk

C & C Multiservice, Inc

11/12/2018
(Signature) Date

Witness
Print Name: Jose A Couce

Print Name: Rocio Cuellar

Title: President

Witness
Print Name: Valentina Couce

APPROVED AS TO FORM:

Dolores D. Menendez, City Attorney

DISCLOSURE AFFIDAVIT

Project Name: NW 36th Ave Drainage
STRAP Number: 184323C1055390050
Project Parcel ID: NW 36th Avenue Drainage Improvement

STATE OF FL COUNTY OF LEE.

BEFORE ME, the undersigned authority in said County and State, personally appeared _____ Rocio Cuellar who being first duly sworn, deposes and says:

1. **THAT** he/she is:

( ) a. President (or Vice President) of C&C Multiservice INC. Corporation, a corporation under the laws of the State of FLORIDA.;

or ( ) b. A Partner (or limited Partner) of the firm of _____
composed of _____ and _____
doing business under the name of _____

or ( ) c. Managing Member of _____

2. **THAT** the names and addresses listed on Exhibit "A" attached hereto and by this reference made a part hereof are the name and address of every person having a beneficial interest in the real property described as Lots 5 & 6, Block 5539, Unit 91, Cape Coral Subdivision, however small or minimal.

3. **THIS** Affidavit is provided to comply with the provisions of Section 286.23, Florida Statutes.

Under penalties of perjury, I do hereby declare that the information contained in this Affidavit is true and correct.

(Signature)
Print Name: Rocio Cuellar
Title: President

Address: 1427 SW 8TH PL
Cape Coral FL 33991.

Sworn to and subscribed before me this 13 day of November 2018; by _____ as _____ who is personally known by me or has produced Florida DL. as identification.
(describe identification)

My Commission Expires: 07/16/2020

Notary Public (Signature)

(seal)

Jose A. Couce
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF992674
Expires 7/16/2020

Jose A Couce.
Notary Public (Print Name)

EXHIBIT "A"

The following is a list of every person with a beneficial interest in the real property described as Lots 5 & 6, Block 5539, Unit 91, Cape Coral Subdivision:

NAME Rocio Cuellar
ADDRESS 1427 sw 8th pl
ADDRESS Cape Coral Fl 33991

NAME Jose A. Couce
ADDRESS 1427 sw 8th pl
ADDRESS Cape Coral Fl 33991

NAME _____
ADDRESS _____
ADDRESS _____

NAME _____
ADDRESS _____
ADDRESS _____

NAME _____
ADDRESS _____
ADDRESS _____

NAME _____
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NAME _____
ADDRESS _____
ADDRESS _____

NAME _____
ADDRESS _____
ADDRESS _____

Lee County Property Appraiser

Tax Year

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

Property Data

STRAP: 18-43-23-C1-05539.0050 Folio ID: 10495456

Owner Of Record - Sole Owner

C & C MULTISERVICE INC
PO BOX 152461
CAPE CORAL FL 33915

Site Address

4221 NW 36TH AVE
CAPE CORAL FL 33993

Property Description

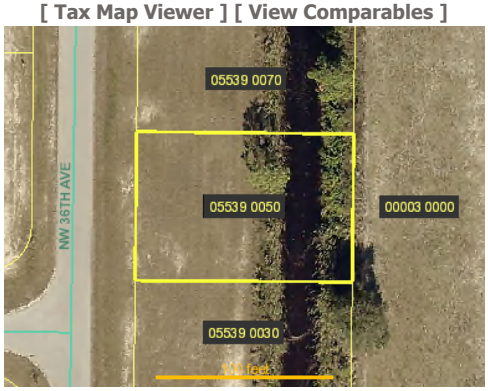
Do not use for legal documents!

CAPE CORAL UNIT 91
BLK 5539 PB 24 PG 98
LOTS 5 + 6

Classification / DOR Code

VACANT RESIDENTIAL / 00

[Tax Map Viewer] [View Comparables]



[Pictometry Aerial Viewer]

Current Working Values

Just	6,000	As Of	07/16/2018

Attributes

Land Units Of Measure	UT
Units	1.00
Frontage	85
Depth	125
Total Number of Buildings	0
Total Bedrooms / Bathrooms	0
Total Living Area	0
1st Year Building on Tax Roll	N/A
Historic District	No

Image of Structure

+ Exemptions

+ Values (2018 Tax Roll)

+ Taxing Authorities

+ Sales / Transactions

+ Parcel Numbering History

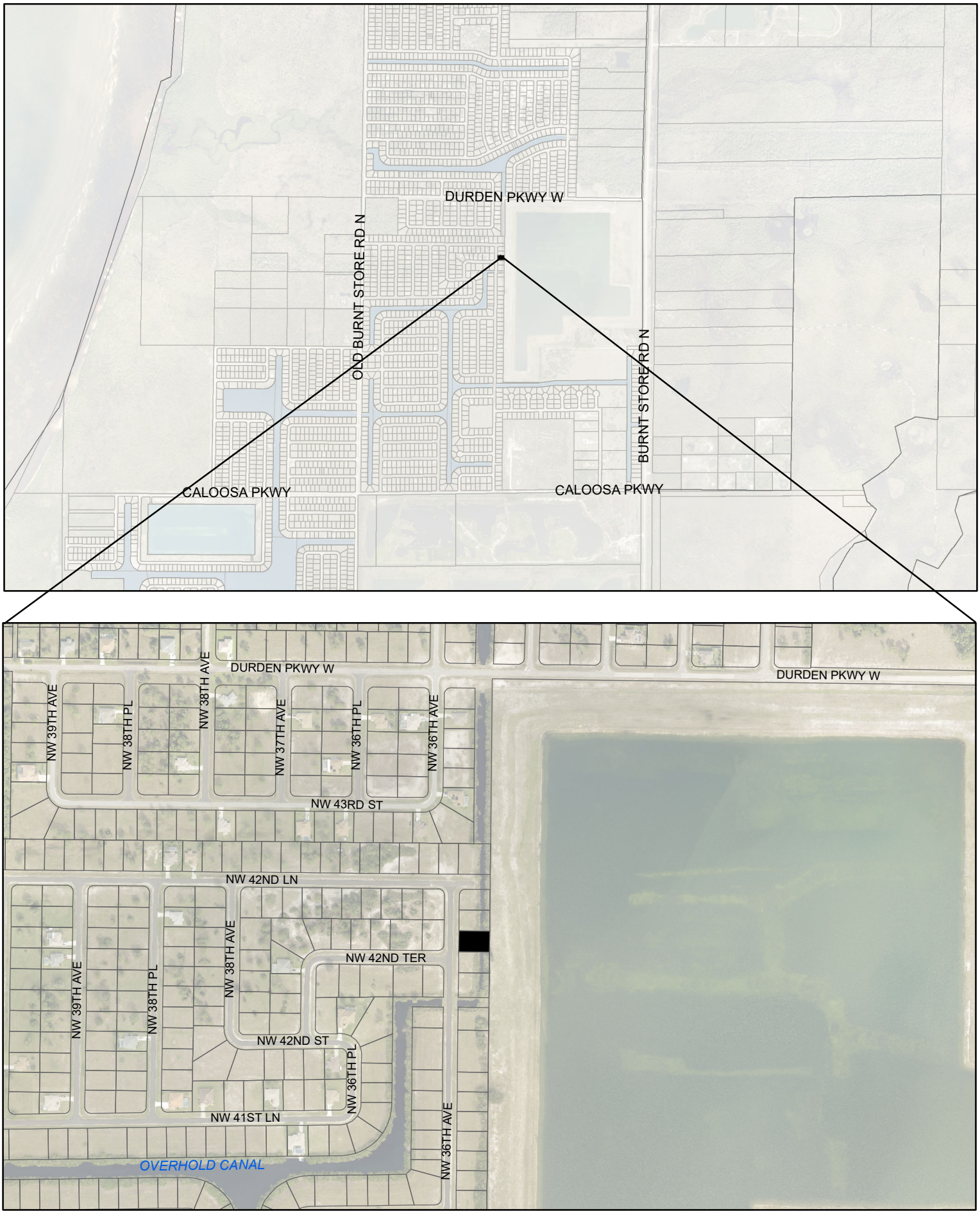
+ Location Information

+ Solid Waste (Garbage) Roll Data

+ Flood and Storm Information

+ Appraisal Details (2018 Tax Roll)

+ Appraisal Details (Current Working Values)



N

Legend

NW 36th Ave Drainage

0 250 500 1000 Feet

1:6,000 1 inch = 500 feet

Cape Coral FLORIDA

NW 36TH AVE DRAINAGE

Block 5539 Lots 5 and 6
4221 NW 36th Avenue

APPRAISAL OF REAL PROPERTY

LOCATED AT

4221 NW 36th Ln
Cape Coral, FL 33993
Cape Coral, Unit 91, Blk 5539, PB 24, Pg 98, Lots 5 + 6

FOR

City of Cape Coral
Post Office Box 150027
Cape Coral, FL 33915-0027

OPINION OF VALUE

6,300

AS OF

08/27/2018

BY

Tara M. Galeoti, Associate
Carlson, Norris and Associates, Inc.
1919 Courtney Drive, Suite 14
Ft. Myers, FL 33901
(239) 936-1991
tgaleoti@carlsonnorris.com

Carlson, Norris and Associates, Inc. (239) 936-1991

LAND APPRAISAL REPORT

File No. 272090

SUBJECT

Borrower N/A | Census Tract 0101.05 | Map Reference 18-43-23

Property Address 4221 NW 36th Ln

City Cape Coral | County Lee | State FL | Zip Code 33993

Legal Description Cape Coral, Unit 91, Blk 5539, PB 24, Pg 98, Lots 5 + 6

Sale Price $ N/A | Date of Sale N/A | Loan Term N/A yrs. | Property Rights Appraised ☒ Fee ☐ Leasehold ☐ De Minimis PUD

Actual Real Estate Taxes $ 446 (yr) | Loan charges to be paid by seller $ N/A | Other sales concessions N/A

Lender/Client City of Cape Coral | Address Post Office Box 150027, Cape Coral, FL 33915-0027

Occupant vacant land | Appraiser Tara M. Galeoti, Associate | Instructions to Appraiser Estimate market value

NEIGHBORHOOD

Location	☐ Urban	☒ Suburban	☐ Rural
Built Up	☐ Over 75%	☐ 25% to 75%	☒ Under 25%
Growth Rate	☐ Fully Dev.	☐ Rapid	☒ Steady	☐ Slow
Property Values	☐ Increasing	☒ Stable	☐ Declining
Demand/Supply	☐ Shortage	☒ In Balance	☐ Oversupply
Marketing Time	☐ Under 3 Mos.	☒ 4-6 Mos.	☐ Over 6 Mos.

Present Land Use: 20 % One-Unit | % 2-4 Unit | % Apts. | % Condo | % Commercial | % Industrial | 80 % Vacant | % _____

Change in Present Land Use: ☒ Not Likely ☐ Likely (*) ☐ Taking Place (*) (*) From _____ To _____

Predominant Occupancy: ☒ Owner ☐ Tenant 13 % Vacant

One-Unit Price Range: $ 150,000 to $ 250,000 | Predominant Value $ 175,000

One-Unit Age Range: 0 yrs. to 15 yrs. | Predominant Age 12 yrs.

	Good	Avg.	Fair	Poor
Employment Stability	☐	☒	☐	☐
Convenience to Employment	☐	☒	☐	☐
Convenience to Shopping	☐	☒	☐	☐
Convenience to Schools	☐	☒	☐	☐
Adequacy of Public Transportation	☐	☒	☐	☐
Recreational Facilities	☐	☒	☐	☐
Adequacy of Utilities	☐	☒	☐	☐
Property Compatibility	☐	☒	☐	☐
Protection from Detrimental Conditions	☐	☒	☐	☐
Police and Fire Protection	☐	☒	☐	☐
General Appearance of Properties	☐	☒	☐	☐
Appeal to Market	☐	☒	☐	☐

Comments including those factors, favorable or unfavorable, affecting marketability (e.g. public parks, schools, view, noise) Subject is bordered to the north by Durden Pkwy., to the west by Old Burnt Store Rd. N., to the south by Caloosa Pkwy., and to the east by Burnt Store Rd. N. Shopping, professional & recreational facilities are all located within a reasonable driving distance. There is a sizeable percentage of vacant land available for future development.

SITE

Dimensions 85' x 125' (Per Plat) = 10,625 sf sf ☐ Corner Lot

Zoning Classification R1-D Residential Lot | Present Improvements ☒ Do ☐ Do Not Conform to Zoning Regulations

Highest and Best Use ☐ Present Use ☒ Other (specify) Residential Single Family

	Public	Other (Describe)
Elec.	☒	
Gas	☐	None
Water	☐	Well*
San. Sewer	☐	Septic*
	☐	Underground Elect. & Tel.

OFF SITE IMPROVEMENTS

Street Access ☒ Public ☐ Private

Surface Asphalt

Maintenance ☒ Public ☐ Private

☐ Storm Sewer ☐ Curb/Gutter

☐ Sidewalk ☐ Street Lights

Topo: Generally Level

Size: Typical for area

Shape: Rectangular

View: Vacant Lot

Drainage: Appears Adequate

Is the property located in a FEMA Special Flood Hazard Area? ☐ Yes ☒ No

Comments (favorable or unfavorable including any apparent adverse easements, encroachments, or other adverse conditions) No adverse easements or encroachments were noted. No survey was provided. Flood Zone Map: Zone X 12071C 0235F 08/28/2008. *There are no utilities on site, as the subject property is vacant land. The utilities common for the area are well for water and septic for sanitary sewer. *The site is currently not buildable, as there is a drainage ditch running through the rear, easterly portion of the site. See addendum for addition comments.*

MARKET DATA ANALYSIS

The undersigned has recited the following recent sales of properties most similar and proximate to subject and has considered these in the market analysis. The description includes a dollar adjustment reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to or more favorable than the subject property, a minus (–) adjustment is made, thus reducing the indicated value of subject; if a significant item in the comparable is inferior to or less favorable than the subject property, a plus (+) adjustment is made thus increasing the indicated value of the subject.

ITEM	SUBJECT PROPERTY	COMPARABLE NO. 1		COMPARABLE NO. 2		COMPARABLE NO. 3	
Address	4221 NW 36th Ln Cape Coral, FL 33993	3808 NW 40th Ter Cape Coral, FL 33993		4349 NW 34th Ave Cape Coral, FL 33993		4158 NW 39th Pl Cape Coral, FL 33993	
Proximity to Subject		0.48 miles SW		0.39 miles NE		0.37 miles W	
Sales Price	$ N/A	$ 8,000		$ 7,850		$ 7,400	
Price Sq Ft.	$ N/A	$ .80		$ .62		$ .74	
Data Source(s)	Inspect/Public Rec	OR#2018000109701/MLS/Leepa		OR#2018000060663/MLS/Leepa		OR#2018000147394/MLS/Leepa	
ITEM	DESCRIPTION	DESCRIPTION	+(–)$ Adjust.	DESCRIPTION	+(–)$ Adjust.	DESCRIPTION	+(–)$ Adjust.
Date of Sale/Time Adj.	N/A	05/07/2018		02/28/2018		06/14/2018	
Location	NW Cape Coral	NW Cape Coral		NW Cape Coral		NW Cape Coral	
Site/View	10,625 sf	10,000 sf	0	12,689 sf	0	10,000 sf	0
Zoning	R1-D	R1-D		RD-D		R1-D	
Vegetation	Cleared	Cleared		Cleared		Mostly Cleared	
Currently Buildable	No	Yes	-1,500	Yes	-1,500	Yes	-1,500
Sales or Financing Concessions	N/A N/A	Cash None Noted		Cash None Noted		Cash None Noted	
Net Adj. (Total)		☐ + ☒ – $	-1,500	☐ + ☒ – $	-1,500	☐ + ☒ – $	-1,500
Indicated Value of Subject		Net 18.8 % Gross 18.8 % $	6,500	Net 19.1 % Gross 19.1 % $	6,350	Net 20.3 % Gross 20.3 % $	5,900

Comments on Market Data See the attached addendum comments.

RECONCILIATION

Comments and Conditions of Appraisal See attached limiting conditions pages.

Final Reconciliation The Income Approach is not applicable due to the fact that land is not typically purchased for income producing ability. The Cost Approach is not applicable as there are no improvements on the subject parcel. The Sales Comparison Approach typically best reflects actions and attitudes of buyers in the market place and is given the greatest emphasis in arriving at the final value estimate.

I (WE) ESTIMATE THE MARKET VALUE, AS DEFINED, OF THE SUBJECT PROPERTY AS OF 08/27/2018 TO BE $ 6,300

Tara M. Galeoti

Appraiser: Tara M. Galeoti, Associate	Supervisory Appraiser (if applicable): J. Lee Norris, MAI, SRA
Date of Signature and Report: 08/29/2018	Date of Signature: 08/29/2018
Title: State-Registered Trainee Appraiser RI12086	Title: State-Certified General Real Estate Appraiser RZ643
State Certification # _____ ST _____	State Certification # Cert Gen RZ643 ST FL
Or State License # Trainee RI12086 ST FL	Or State License # _____ ST _____
Expiration Date of State Certification or License: 11/30/2018	Expiration Date of State Certification or License: 11/30/2018
Date of Inspection (if applicable): 08/27/2018	☐ Did ☒ Did Not Inspect Property Date of Inspection

ADDITIONAL COMPARABLE SALES

File No. 272090

MARKET DATA ANALYSIS

ITEM	SUBJECT PROPERTY	COMPARABLE NO. 4		COMPARABLE NO. 5		COMPARABLE NO. 6	
Address	4221 NW 36th Ln Cape Coral, FL 33993	4033 NW 36th Ave Cape Coral, FL 33993					
Proximity to Subject		0.34 miles S					
Sales Price	$ N/A		$ 8,900		$		$
Price Sq Ft.	$ N/A		$ .89		$		$
Data Source(s)	Inspect/Public Rec	MLS#218051067/MLS/Leepa					
ITEM	DESCRIPTION	DESCRIPTION	+(–)$ Adjust.	DESCRIPTION	+(–)$ Adjust.	DESCRIPTION	+(–)$ Adjust.
Date of Sale/Time Adj.	N/A	Active Listing	-1,000				
Location	NW Cape Coral	NW Cape Coral					
Site/View	10,625 sf	10,000 sf	0				
Zoning	R1-D	R1-D					
Vegetation	Cleared	Mostly Cleared					
Currently Buildable	No	Yes	-1,500				
Sales or Financing Concessions	N/A N/A	N/A N/A					
Net Adj. (Total)		☐ + ☒ –	$ -2,500	☐ + ☐ –	$	☐ + ☐ –	$
Indicated Value of Subject		Net 28.1 % Gross 28.1 %	$ 6,400	Net % Gross %	$	Net % Gross %	$

Comments on Market Data

Form LAND.(AC) - "TOTAL" appraisal software by a la mode, inc. - 1-800-ALAMODE

Supplemental Addendum

File No. 272090

Borrower	N/A						
Property Address	4221 NW 36th Ln						
City	Cape Coral	County	Lee	State	FL	Zip Code	33993
Lender/Client	City of Cape Coral						

PURPOSE AND FUNCTION OF THE APPRAISAL:

The purpose of this appraisal is to estimate market value of the subject as of the effective date of the appraisal.

The function (intended use) of the appraisal is for a potential purchase.

INTENDED USE:

The intended user of this report is the client as specified within the appraisal report, The City of Cape Coral.

COMMENTS ON THE SCOPE OF WORK

The scope of work encompasses the necessary research and analysis to prepare a report in accordance with the USPAP of the Appraisal Foundation. Data sources typically include observation, LEEPA, Matrix MLS, Realist.com, Realtors, other professionals, and appraiser's files. A thorough search is conducted for comparable properties within an appropriate market area and time frame. The most comparable properties are compared to the subject with appropriate adjustments made for significant differences. The data provided in the report is representative of the market and is presented in a manner that will bring the reader to a similar conclusion of value estimate. Limiting conditions are described in the attached addenda.

This is an Appraisal Report which is intended to comply with the reporting requirements set forth under Standards Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice for an Appraisal Report. As such, it presents only summary discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation that is not provided with the report concerning the data, reasoning, and analyses is retained in the appraiser's files. The depth of the discussion contained in this report is specific to the needs of the client and for the intended use stated in the report. The appraiser is not responsible for unauthorized use of this report.

USPAP CERTIFICATION

The appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.

PRIOR APPRAISAL HISTORY:

The appraiser(s) involved in the preparation of this appraisal have not had any prior involvement with the subject property within the past three years.

COMMENTS ON THE SUBJECT NEIGHBORHOOD:

The subject neighborhood comprises predominantly single family residences of diverse age and size. Most homes in the market area were built on or after 2005. There is a sizeable percentage of vacant land available for future development; both off water and waterfront (fresh water). Schools, shopping, professional and recreational facilities are all located within a reasonable driving distance.

COMMENT ON MARKET CONDITIONS:

Market prices show to be mostly steady over the past 12 months with slight price fluctuations in both directions. Active listing inventory for vacant land is currently in oversupply with marketing times ranging being between 3-6 months. Some competitively priced lots have sold in less than 90 days.

COMMENTS ON THE PRIOR SALES HISTORY OF THE SUBJECT AND COMPARABLES:

The subject property showed one deed transfer on 02/11/2016 and was recorded for $10.

Comparables #1 thru #3 are all recorded as qualified sales. Comparable #3 showed a deed transfer on 10/19/2017 recorded for $10.

COMMENTS ON THE SUBJECT PROPERTY:

The subject property is a standard, double lot in Cape Coral measuring approximately 85' x 125'. However, there is a drainage ditch that is currently running through the rear, easterly portion of the site. Because of this drainage ditch, the site is not buildable at this time. A buildable site in Cape Coral is approximately 10,000sf. A rough estimate of the subject's current site size (measuring the area from LeePa) is approximately 7,200sf.

SALES COMPARISON COMMENTS:

All comparable sales are within 1 mile.

Comparables #1 thru #3 are all buildable sites that are similar in location, view and site size.

Active listing #4 is also a buildable site that is similar in location, view and site size. The estimate to sell was based upon selling to listing price ratios typical for the area with consideration given to market duration and the number of price reductions which may have occurred during the life of the listing.

An adjustment was warranted across the market grid as each sale is a buildable site where the subject is not.

In reconciling the market data, Comparables #1 thru #3 were given weight with support from Active Listing #4.

Supplemental Addendum

File No. 272090

Borrower	N/A						
Property Address	4221 NW 36th Ln						
City	Cape Coral	County	Lee	State	FL	Zip Code	33993
Lender/Client	City of Cape Coral						

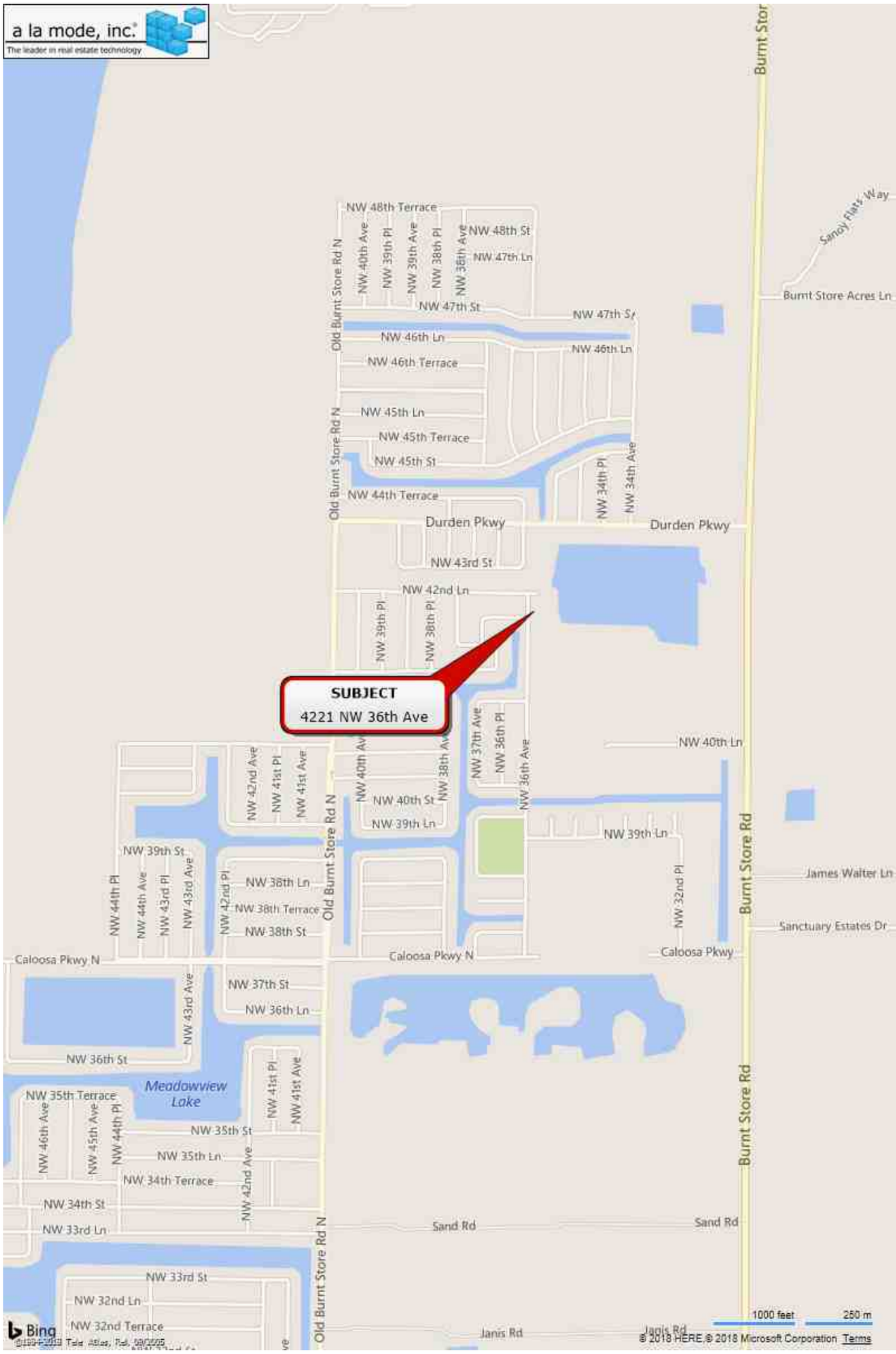
COMMENTS ON EXPOSURE TIME FOR THE SUBJECT PROPERTY:

The definition of reasonable exposure time as defined in the 2018-2019 version of USPAP is "the estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal."

The reasonable exposure time for the subject property is 3-6 months.

Subject Location Map

Borrower	N/A						
Property Address	4221 NW 36th Ln						
City	Cape Coral	County	Lee	State	FL	Zip Code	33993
Lender/Client	City of Cape Coral						



Plat Map

Borrower	N/A						
Property Address	4221 NW 36th Ln						
City	Cape Coral	County	Lee	State	FL	Zip Code	33993
Lender/Client	City of Cape Coral						

Aerial Map

Borrower	N/A						
Property Address	4221 NW 36th Ln						
City	Cape Coral	County	Lee	State	FL	Zip Code	33993
Lender/Client	City of Cape Coral						

Comparable Sales Map

Borrower	N/A						
Property Address	4221 NW 36th Ln						
City	Cape Coral	County	Lee	State	FL	Zip Code	33993
Lender/Client	City of Cape Coral						

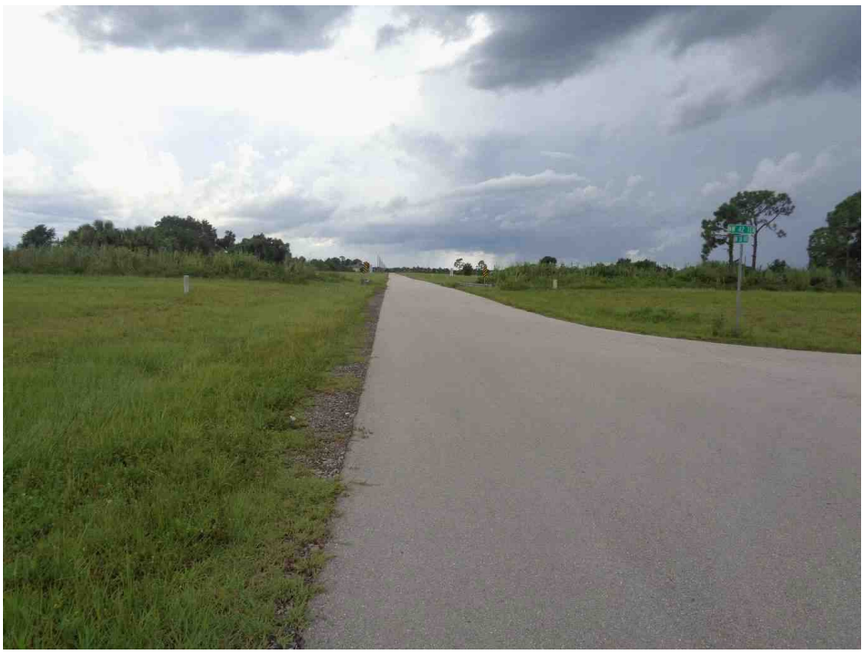
Subject Photo Page

Borrower	N/A						
Property Address	4221 NW 36th Ln						
City	Cape Coral	County	Lee	State	FL	Zip Code	33993
Lender/Client	City of Cape Coral						

Subject Front

4221 NW 36th Ln

Subject View From Rear



Subject Street

Subject on the left

Photograph Addendum

Borrower	N/A						
Property Address	4221 NW 36th Ln						
City	Cape Coral	County	Lee	State	FL	Zip Code	33993
Lender/Client	City of Cape Coral						

View of Drainage Ditch

Comments:

View of Drainage Ditch

Comments:

Comments:

Comments:

Comparable Photo Page

Borrower	N/A						
Property Address	4221 NW 36th Ln						
City	Cape Coral	County	Lee	State	FL	Zip Code	33993
Lender/Client	City of Cape Coral						

Comparable 1

3808 NW 40th Ter

Prox. to Subject	0.48 miles SW
Sales Price	8,000
Gross Living Area	
Total Rooms	
Total Bedrooms	
Total Bathrooms	
Location	NW Cape Coral
Land Size/ View	10,000 sf
Site	
Quality	
Age	

Courtesy of GIS

Comparable 2

4349 NW 34th Ave

Prox. to Subject	0.39 miles NE
Sales Price	7,850
Gross Living Area	
Total Rooms	
Total Bedrooms	
Total Bathrooms	
Location	NW Cape Coral
Land Size/View	12,689 sf
Site	
Quality	
Age	

Courtesy of GIS

Comparable 3

4158 NW 39th Pl

Prox. to Subject	0.37 miles W
Sales Price	7,400
Gross Living Area	
Total Rooms	
Total Bedrooms	
Total Bathrooms	
Location	NW Cape Coral
Land Size/View	10,000 sf
Site	
Quality	
Age	

Courtesy of GIS

Comparable Photo Page

Borrower	N/A						
Property Address	4221 NW 36th Ln						
City	Cape Coral	County	Lee	State	FL	Zip Code	33993
Lender/Client	City of Cape Coral						

Comparable 4

4033 NW 36th Ave

Prox. to Subject	0.34 miles S
Sales Price	8,900
Gross Living Area	
Total Rooms	
Total Bedrooms	
Total Bathrooms	
Location	NW Cape Coral
View	10,000 sf
Site	
Quality	
Age	

Courtesy of GIS

Comparable 5

Prox. to Subject	
Sales Price	
Gross Living Area	
Total Rooms	
Total Bedrooms	
Total Bathrooms	
Location	
View	
Site	
Quality	
Age	

Comparable 6

Prox. to Subject	
Sales Price	
Gross Living Area	
Total Rooms	
Total Bedrooms	
Total Bathrooms	
Location	
View	
Site	
Quality	
Age	

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he considers his own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF LIMITING CONDITIONS AND APPRAISER'S CERTIFICATION

CONTINGENT AND LIMITING CONDITIONS: The appraiser's certification that appears in the appraisal report is subject to the following conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership.

2. If applicable, the appraiser has provided a sketch of any improvements in the appraisal report to show approximate dimensions. The sketch is included only to assist the reader of the report in visualizing the property and understanding the appraiser's determination of its size.

3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in the appraisal report whether the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.

4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand.

5. When the cost approach is applicable, the appraiser has estimated the value of the land in the cost approach at its highest and best use and the improvements at their contributory value. These separate valuations of the land and improvements must not be used in conjunction with any other appraisal and are invalid if they are so used.

6. The appraiser has noted in the appraisal report any adverse conditions (such as, needed repairs, depreciation, the presence of
hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the normal research involved in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unapparent conditions of the property or adverse environmental conditions (including the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.

7. The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.

8. The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice.

9. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that completion of the improvements will be performed in a workmanlike manner.

10. The appraiser must provide his or her prior written consent before the lender/client specified in the appraisal report can distribute
the appraisal report (including conclusions about the property value, the appraiser's identity and professional designations, and references to any professional appraisal organizations or the firm with which the appraiser is associated) to anyone other than the borrower; the mortgagee or its successors and assigns; the mortgage insurer; consultants; professional appraisal organizations; any state or federally approved financial institution; or any department, agency, or instrumentality of the United States or any state or the District of Columbia; except that the lender/client may distribute the property description section of the report only to data collection or reporting service(s) without having to obtain the appraiser's prior written consent. The appraiser's written consent and approval must also be obtained before the appraisal can be conveyed by anyone to the public through advertising, public relations, news, sales, or other media.

APPRAISER'S CERTIFICATION: The appraiser certifies and agrees that:

1. I have researched the subject market area and have selected a minimum of three recent sales of properties most similar and proximate to the subject property for consideration in the sales comparison analysis and have made a dollar adjustment when appropriate to reflect the market reaction to those items of significant variation. If a significant item in a comparable property is superior to, or more favorable than, the subject property, I have made a negative adjustment to reduce the adjusted sales price of the comparable and, if a significant item in a comparable property is inferior to, or less favorable than the subject property, I have made a positive adjustment to increase the adjusted sales price of the comparable.

2. I have taken into consideration the factors that have an impact on value in my development of the estimate of market value in the appraisal report. I have not knowingly withheld any significant information from the appraisal report and I believe, to the best of my knowledge, that all statements and information in the appraisal report are true and correct.

3. I stated in the appraisal report only my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the contingent and limiting conditions specified in this form.

4. I have no present or prospective interest in the property that is the subject to this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or the estimate of market value in the appraisal report on the race, color, religion, sex, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property.

5. I have no present or contemplated future interest in the subject property, and neither my current or future employment nor my compensation for performing this appraisal is contingent on the appraised value of the property.

6. I was not required to report a predetermined value or direction in value that favors the cause of the client or any related party, the amount of the value estimate, the attainment of a specific result, or the occurrence of a subsequent event in order to receive my compensation and/or employment for performing the appraisal. I did not base the appraisal report on a requested minimum valuation, a specific valuation, or the need to approve a specific mortgage loan.

7. I performed this appraisal in conformity with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place as of the effective date of this appraisal, with the exception of the departure provision of those Standards, which does not apply. I acknowledge that an estimate of a reasonable time for exposure in the open market is a condition in the definition of market value and the estimate I developed is consistent with the marketing time noted in the neighborhood section of this report, unless I have otherwise stated in the reconciliation section.

8. I have personally inspected the exterior area of the subject property as visible from the front, and the exterior from the street of all properties listed as comparables in the appraisal report. I further certify that I have noted any apparent or known adverse conditions in the subject improvements, on the subject site, or on any site within the immediate vicinity of the subject property of which I am aware and have made adjustments for these adverse conditions in my analysis of the property value to the extent that I had market evidence to support them. I have also commented about the effect of the adverse conditions on the marketability of the subject property.

9. I personally prepared all conclusions and opinions about the real estate that were set forth in the appraisal report. If I relied on significant professional assistance from any individual or individuals in the performance of the appraisal or the preparation of the appraisal report, I have named such individual(s) and disclosed the specific tasks performed by them in the reconciliation section of this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in the report; therefore, if an unauthorized change is made to the appraisal report, I will take no responsibility for it.

SUPERVISORY APPRAISER'S CERTIFICATION: If a supervisory appraiser signed the appraisal report, he or she certifies and agrees that: I directly supervise the appraiser who prepared the appraisal report, have reviewed the appraisal report, agree with the statements and conclusions of the appraiser, agree to be bound by the appraiser's certifications numbered 4 through 7 above, and am taking full responsibility for the appraisal and the appraisal report.

ADDRESS OF PROPERTY APPRAISED: 4221 NW 36th Ln, Cape Coral, FL 33993

APPRAISER:

Signature: Tara M. Galeoti
Name: Tara M. Galeoti, Associate
Date Signed: 08/29/2018
State Certification #:
or State License #: Trainee RI12086
State: FL
Expiration Date of Certification or License: 11/30/2018

SUPERVISORY APPRAISER (only if required):

Signature:
Name: J. Lee Norris, MAI, SRA
Date Signed: 08/29/2018
State Certification #: Cert Gen RZ643
or State License #:
State: FI
Expiration Date of Certification or License: 11/30/2018

☐ Did ☒ Did Not Inspect Property

Review Limiting Conditions and Certification

File No. 272090

Borrower	N/A						
Property Address	4221 NW 36th Ln						
City	Cape Coral	County	Lee	State	FL	Zip Code	33993
Lender/Client	City of Cape Coral						

GENERAL LIMITING CONDITIONS OF APPRAISAL REVIEW

The appraiser will not be required to give testimony or appear in court because of having made this appraisal review unless arrangements have been made previously. Possession of this review report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purposes by any person other than the party to whom it is addressed without the written consent of the appraiser, and, in any event, only in its entirety.

Neither all nor any part of the contents of this report, or a copy thereof, shall be conveyed to the public through advertising, public relations, news sales or any other media without the written consent and approval of the appraiser. Nor shall the appraiser, firm or professional organization of which the appraiser is a member be identified without written consent of the appraiser.

The scope of this review consisted of reviewing the data contained in the appraisal report under review. The appraiser did not inspect the subject property and viewed the comparables. The review was based on an analysis of the appraisal methods and techniques utilized in the data contained on the report.

The appraiser assumes that all of the factual data contained within the report reviewed is true and correct. If in fact any of the data utilized in the report is found to be inaccurate this may have the effect of altering the review appraiser's opinion of the report reviewed.

This appraisal review is limited by the Certification, General Limiting Conditions and any General Underlying Assumptions made in the reviewed appraisal.

REVIEW APPRAISER CERTIFICATION

I certify that to the best of my knowledge and belief, the facts and data reported by the review appraiser and used in the review process are true and correct.

The analysis, opinions and conclusions in this review report are limited only by the assumptions and limiting conditions stated in this review report, and are my personal, unbiased professional analyses, opinions and conclusions.

I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the appraisal involved.

My compensation is not contingent upon an action or event resulting from the analyses, opinions or conclusions in, or the use of, this review report.

My analyses, opinions, and conclusions were developed and this review report was prepared in conformity with the Uniform Standards of Appraisal Practice. I did not personally inspect the subject property of the report under review.

No one provided significant professional assistance to the person signing this review report.

I certify that the use of this report is subject to the requirements of the Appraisal Institute relating to its review by its duly authorized representative.

As of the date of this report, I have completed the requirements of the continuing education program of the Appraisal Institute. I am currently certified through December 31, 2021.

CARLSON, NORRIS and ASSOCIATES, INC.

Tara M. Galeoti Qualifications

File No. 272090

Borrower	N/A						
Property Address	4221 NW 36th Ln						
City	Cape Coral	County	Lee	State	FL	Zip Code	33993
Lender/Client	City of Cape Coral						

QUALIFICATIONS OF TARA M. GALEOTI
STATE-REGISTERED TRAINEE APPRAISER RI12086

EDUCATION:

Hodges University, Ft. Myers, FL
-Associates in Interdisciplinary Studies – 2014
Academy of Real Estate in Ft. Myers
-ABI Registered Trainee Appraiser Course - 2003
Academy of Real Estate in Ft. Myers - 2005
-ABII Certified Residential Appraiser Course

PROFESSIONAL EDUCATION:

Developing and Growing an Appraisal Practice – 2004
Factory Built Housing – 2004
National UPAP Update – 2004, 2008, 2010, 2012, 2014
Appraisal Laws and Rules – 2004, 2006, 2008, 2010, 2012, 2014
USPAP Post Licensing – 2006
Mortgage Fraud, Protect Yourself – 2008
The Dirty Dozen: 12 elements that must be included in an Appraisal Report and a Restricted Appraisal Report – 2008
Supervisor Trainee Roles & Relationships – 2008, 2010
Private Appraisal Assignments – 2008
New Fannie Forms – 2010
Neighborhood Analysis – Residential Applications – 2010
Manufactured Housing – 2010
Sales Comparison Approach, Residential – 2010
Appraising 2 – 4 Family & Multi-Family – 2012
Challenging Assignments for Residential Appraisers – 2012
Foreclosure Basics for Appraisers – 2012
Methodology and Application of Sales Comparison – 2014
Green in Residences and Appraisals – 2014
Appraisal Review of Residential Properties – 2014
Florida Real Estate Appraisal Laws and Rules - 2016
Better to Be Safe Than Sorry - 2016
Methodology and Applications of Sales Comparison - 2016
Property and Valuation Analysis for FHA - 2016
2016-2017 USPAP Update - 2016

LICENSING:

State-Registered Trainee Appraiser #RI12086 – August 28, 2003

EXPERIENCE:

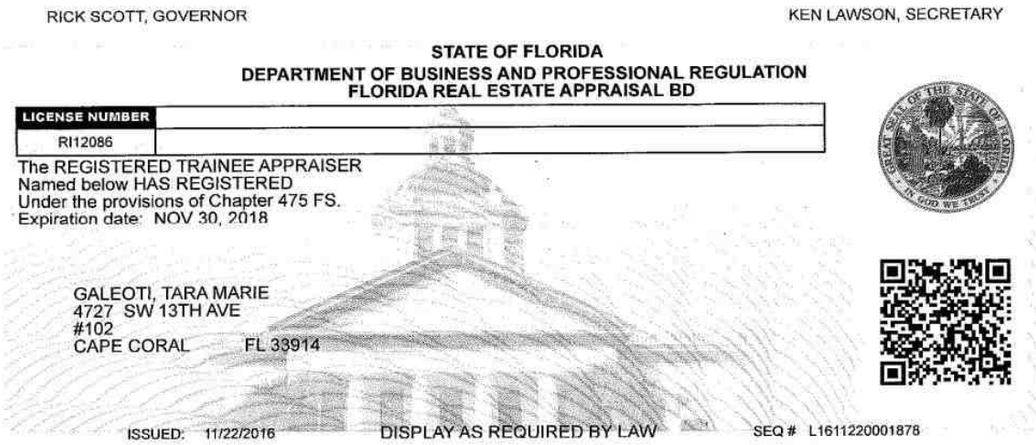
Carlson, Norris and Associates, Inc., Fort Myers, Florida – 2015-Present
FCA Appraisers, Englewood, Florida – 2009 - 2012
All-State Certified Appraisers, Cape Coral, Florida – 2003-2008

APPRAISAL EXPERIENCE:

Properties including single family homes, single condominium units, multi-family, manufactured homes, residential lots and acreage

Tara M. Galeoti License Copy

LICENSE FOR TARA GALEOTI



J. Lee Norris Qualifications

File No. 272090

Borrower	N/A						
Property Address	4221 NW 36th Ln						
City	Cape Coral	County	Lee	State	FL	Zip Code	33993
Lender/Client	City of Cape Coral						

QUALIFICATIONS OF J. LEE NORRIS, MAI, SRA
STATE-CERTIFIED GENERAL REAL ESTATE APPRAISER RZ643

EDUCATION:

Florida State University - 1978 Bachelor of Science - Real Estate
Edison Community College - Associate of Arts Degree

PROFESSIONAL EDUCATION:

Narrative Report Writing Seminar - 1980
S.R.E.A. #101: Florida State University - 1978
S.R.E.A. R-2 Exam - 1981
A.I.R.E.A.: Course 1-B, Part 1, 2 & 3 - 1983
Farm and Land Institute - Citrus Seminar - 1982
A.I.R.E.A.: Standards of Professional Practice - 1984
S.R.E.A: Income Property Appraising - 1984
R41c Florida League of Financial Institutions - 1986
S.R.E.A.: Uniform Residential Appraisal Report - 1987
S.R.E.A. #202: Applied Income Property Valuation - 1987
A.I.R.E.A.: Rates, Ratio and Reasonableness - 1988
S.R.E.A.: Professional Practice Seminar - 1988
S.R.E.A.: Depreciation Analysis - 1988
Appraisal Institute: Appraisal Theory and Overview - 1992
Appraisal Institute: Banking Regulations - FIRREA - 1992
Appraisal Institute: Rates, Ratios, Reasonableness - 1992
Ted Whitmer Seminars: Comprehensive Appraisal Workshop 1992
Appraisal Institute: Standards of Professional Practice - Part A & B - 1992
Appraisal Institute: Appraisal Review - Income Properties - 1993
Appraisal Institute: New Uniform Residential Appraisal Report - 1993
Appraisal Institute: Understanding Limited Appraisals - 1994
Appraisal Institute: USPAP Core Law Update - 1994
Appraisal Institute: Electromagnetic Fields - 1994
Hondros Career Centers: Home Inspections - 1995 (40 Hours)
Appraisal Institute: USPAP Core Law Update - 1995
Appraisal Institute: Appraising Retail Properties - 1996
Appraisal Institute: Standards of Professional Practice - Part A - 1996
Appraisal Institute: Standards of Professional Practice - Part B - 1996
NAIFA: Fair Lending Practices - 1997
SFWMD: Rural Properties in Southwest Florida - 1998
Appraisal Institute: USPAP/Core Law - 1998
Appraisal Institute: Appraisal Office Management -1998
Appraisal Institute: Core Law Update - 1998
Appraisal Institute: Attacking & Defending an Appraisal in Litigation - 2000
U.S. Department of Justice: Everglades/Big Cypress Market Study - 1999
Appraisal Institute: Defending an Appraisal in Litigation - 2000
Appraisal Institute: Appraisers Florida Law Update - 2000
Appraisal Institute: Course 430 - Standards - Part C - 2000
Appraisal Institute: 410 - Principles of Condemnation Appraising
SFWMD: Appraisal Fundamentals, Project Influence/Natural Resource Impacts - 2001
Bert Rodgers - Online - Florida State Law & USPAP Review for Real Estate Appraisers - 2002
SFWMD: Current Appraisal Issues in Florida - 2002-2005
National USPAP Update Course – 2004, 2006, 2008
The Professional's Guide to the URAR Form - June, 2005
SFWMD: 2006 Appraisal Seminar - April, 2006
Florida State Law for Real Estate Appraisers – August, 2006; September, 2008
Reappraising, Reassigning and Readdressing Appraisals, May 2007
Appraisal Challenges: Declining Markets and Sales Concessions - May, 2008
SFWMD: 2008 Appraisal Seminar - May, 2008
Supervisor Trainee Roles and Rules – September, 2008
Appraisal Institute: Business Practices and Ethics – December, 2008
Florida Department of Revenue – Value Adjustment Board Training – Sept., 2009
Appraisal Institute: USPAP Update Course – August, 2010
Appraisal Institute: Supervisor Trainee Roles and Rules – August, 2010
Appraisal Institute: Florida Law Update – August, 2010
Appraisal Institute: Forecasting Revenue – October, 2010
Appraisal Institute: The Uniform Appraisal Dataset from Fannie Mae/Freddie Mac–Aug, 2011
Appraisal Curriculum Overview (2 Day General) – November, 2011
Appraisal Institute: Appraising Convenience Stores Online Education – Dec., 2011
Florida Appraisal Law – May, 2012
Appraisal Institute: National USPAP Update Course – May, 2012
Appraisal Institute: Online Using Your HP12C financial Calculator – Oct 3, 2012
Appraisal Institute: How to Systemize Your Appraisal Business – April 17, 2013
Appraisal Institute: Online Appraisal Curriculum Overview-Residential –April 21, 2013
Appraisal Institute: Online Appraisal Curriculum Overview-General – April 28, 2013
Appraisal Institute: Online Appraisal Curriculum Overview-General –May 1, 2013

J. Lee Norris Qualifications

File No. 272090

Borrower	N/A						
Property Address	4221 NW 36th Ln						
City	Cape Coral	County	Lee	State	FL	Zip Code	33993
Lender/Client	City of Cape Coral						

Appraisal Institute: Problems in Critical Thinking – February, 2014
Appraisal Institute: Florida Appraisal Law – April, 2014
Appraisal Institute: National USPAP Update Course – April, 2014
Appraisal Institute: Statistics, Finance and Valuation Modeling – September, 2014
Appraisal Institute: Trial Components – November, 2014
Appraisal Institute: Supervisor/Trainee Course for Florida – June, 2015
Appraisal Institute: Florida Appraisal Law & National USPAP Update Course – April, 2016
Appraisal Institute: Mysteries and Misconceptions – USPAP and Appraiser Regulation - July, 2016
Appraisal Institute: Major User Perspectives on Real Estate Appraisal - July, 2016
Appraisal Litigation, Legislative and Regulatory Update – July, 2016
Appraisal Institute: Mock Trial and Prepping for Testimony – July, 2016
Appraisal Institute: Comm Vendor Mgmt: What Keeps Procurement Exec Up at Night?–July, 2016
Appraisal Institute: Market Analysis – Application into the Overall Appraisal Parts – July, 2016
Appraisal Institute: Seven-Hour Seminar: FHA Appraising for Valuation Professionals – July, 2016
Appraisal Institute: Appraisal Business and Ethics – October, 2016
Appraisal Institute: USPAP for Federal Land Acquisitions: Practical Applications – November 15, 2017

EXPERIENCE:

7/85 to present:	Carlson, Norris and Associates, Inc.
3/82 to 6/85:	Stewart & Stephan, Inc. Fort Myers, Florida
6/78 to 3/82:	Webster & Associates, Inc. Fort Myers, Florida
1990-2005, 2009-2016:	Special Magistrate, Lee County Value Adjustment Board

PROFESSIONAL MEMBERSHIP:

1989 - 1990	- President, S.R.E.A. Chapter 186
MAI Member #09852	- Appraisal Institute - 1993
SRA Member	- Society of Real Estate Appraisers - 1983
Certification	- State Certified General Appraiser #0000643
Member	- Board of Realtors
State of Florida	- Registered Real Estate Broker

Properties appraised include: subdivisions, retail centers, motels, commercial buildings, industrial buildings, warehouses, mobile home parks, professional offices, medical offices, office/warehouse condominiums, single family homes, duplexes, apartment projects (3 units and more), individual condominium projects, residential lots, acreage, wetlands, special use properties, ranches, conservation easements and other miscellaneous properties.

Appraisal clients include: banks, savings and loan associations, attorneys, corporations, builders, developers, mortgage companies, home transfer companies, private individuals, and local, state and federal government agencies.

Has been qualified as an expert witness in Lee County Circuit Court and Federal Court. Has been qualified as an approved appraiser for the Florida Department of Transportation, the Florida Department of Environmental Protection, National Park Service, the Lee County School Board, Lee County Division of Public Works, and the South Florida Water Management District.

J. Lee Norris License Copy

LICENSE FOR J. LEE NORRIS, MAI, SRA

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
FLORIDA REAL ESTATE APPRAISAL BD

LICENSE NUMBER
RZ643

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

NORRIS, J LEE JR
1919 COURTNEY DR S14
FORT MYERS FL 33901

ISSUED: 11/09/2016

DISPLAY AS REQUIRED BY LAW

SEQ # L1611090001406

Item Number:	**B.(9)**
Meeting Date:	**12/10/2018**
Item Type:	**CONSENT AGENDA**

AGENDA REQUEST FORM
CITY OF CAPE CORAL

TITLE:
Resolution 234-18 2019 State Legislative Platform; Department: City Manager; Dollar Value: N/A; (Fund: N/A)

REQUESTED ACTION:
Approve or Deny

STRATEGIC PLAN INFO:

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

ELEMENT A: INCREASE ECONOMIC DEVELOPMENT AND REDEVELOPMENT IN THE CITY

ELEMENT B: ENHANCE FINANCIAL SUSTAINABILITY DURING ALL ECONOMIC TIMES

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

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

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

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

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

PLANNING & ZONING/HEARING EXAMINER/STAFF RECOMMENDATIONS:

SUMMARY EXPLANATION AND BACKGROUND:
1. Approval of the City of Cape Coral's 2019 State Legislative Initiatives will provide the direction necessary for City Council, staff and other stakeholders to prepare for the upcoming 2019

Legislative Session; and

2. Begin discussions with House/Senate Interim Committee Members prior to session which begins in March 2019; and

3. Provide consensus for which initiatives to present to the Lee County Delegation for consideration.

LEGAL REVIEW:

EXHIBITS:
Resolution 234-18
Updated 2019 State Legislative Initiatives

PREPARED BY:

Terri Hall	Division-	Admistration	Department-	City Manager's Office

SOURCE OF ADDITIONAL INFORMATION:

ATTACHMENTS:

	Description	Type
🗋	Resolution 234-18	Resolution
🗋	Updated 2019 State Legislative Initiatives	Backup Material

RESOLUTION 234 - 18

A RESOLUTION OF THE CITY OF CAPE CORAL ESTABLISHING THE 2019 STATE LEGISLATIVE PLATFORM FOR THE CITY OF CAPE CORAL; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Cape Coral desires to establish a 2019 State Legislative Platform to communicate the City's position on various State legislative issues that may affect the City and or other municipalities; and

WHEREAS, the 2019 State Legislative Platform serves as a tool to communicate the City's legislative initiatives to the State Legislature and the citizens of Cape Coral; and

WHEREAS, the City Administration has prepared for Council's consideration the 2019 Legislative Initiatives as its State Legislative Platform.

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

Section 1. STATE LEGISLATIVE PLATFORM.

The City of Cape Coral, Florida, hereby adopts as its State Legislative Platform the 2019 Legislative Initiatives attached hereto as Exhibit 1.

Section 2. AMENDMENTS.

The aforementioned State Legislative Platform may be revised and amended from time to time by adoption of a Resolution.

Section 3. DISTRIBUTION.

The City Manager or his designee is hereby authorized to provide a copy of the State Legislative Platform to the City's elected State Representatives and other stakeholders.

Section 4. EFFECT OF ADOPTION OF RESOLUTION.

The adoption of this Resolution shall provide direction for City Representatives and stakeholders to interact throughout the legislative process to move forward the City's Legislative Initiatives for 2019 to ensure the City's fiscal, operational and quality of life interests are represented on behalf of the Citizens of Cape Coral. The identified initiatives represent the priority issues at the State level but are not meant to represent a complete list of issues upon which the City will take a specific stand. Often a piece of legislation, rule, issue or policy will require additional advocacy efforts.

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

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

_____

JOE COVIELLO, MAYOR

VOTE OF MAYOR AND COUNCILMEMBERS:

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

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

_____
KIMBERLY BRUNS
INTERIM CITY CLERK

APPROVED AS TO FORM:

Dolores D. Menendez
DOLORES D. MENENDEZ
CITY ATTORNEY
res/Legislative Initiatives-State 2019

City of Cape Coral

2019 STATE LEGISLATIVE INITIATIVES

Cape Coral
FLORIDA

ABOUT CAPE CORAL: The City of Cape Coral is situated on the Gulf Coast of Southwest Florida. With a population of 180,000, it is the largest city between Tampa and Miami and the 10th largest city in Florida. Its area of more than 120 square miles makes Cape Coral the 3rd largest Florida city by land mass. Designed and developed as a "waterfront wonderland," Cape Coral is home to more than 400 miles of waterways and 27 miles of shoreline.

INTRODUCTION: The City's state legislative platform summarizes the City's legislative priorities and is consistent with the City's long-term strategic vision which focuses on our commitment to the residents we serve. The purpose of the platform is to set forth the City's legislative objectives and provide direction for our advocates as they work to secure support and resources for our community. Advocacy efforts are made to ensure the City's fiscal, operational, and quality of life interests are represented on behalf of the citizens of Cape Coral.

GUIDING PRINCIPLES

Protect Local Control

Support measures that protect the rights of Florida citizens to govern themselves under the municipal Home Rule powers conferred by the Florida Constitution, including measures that preserves the City's local authority as a charter city to enact policy pertaining to local affairs and opposition to measures that seek to preempt local control without concurrence of the City.

Preserve and Maintain Fiscal Responsibility

Support measures that preserve and maintain the City's fiscal stability, predictability and financial independence. These measures include:

- Efforts that preserves the City's ability to provide core services and deliver programs that foster a safe community, and
- Efforts that allow investment in community infrastructure to enhance the city's ability to meet the needs of its current and future residents and businesses, and
- Efforts that promote efficient and cost-effective solutions to protect and conserve natural resources and promotes environmental awareness and sustainability.

Support Funding Opportunities

Support measures that allow the City to compete for its fair share of regional, state and federal funding. Support initiatives that promote dedicated funding streams to cities for critical service areas.

Collaborate with Regional Partners

Support opportunities to work collaboratively with local and regional partners on areas of mutual interest. Maintain strong relationships with other municipalities, the county and local transportations agencies, specials districts, regional government agencies, local elected officials and school districts.

LEGISLATIVE INITIATIVES

Local Self-Government

In alliance with the Florida League of Cities and municipalities across the state, the City of Cape Coral supports legislative efforts to strengthen and protect the rights of Florida citizens to govern themselves under the municipal Home Rule powers conferred by the Florida Constitution.

The Florida constitution empowers citizens with the right of local self-government, or Home Rule. As the only form of voluntary government, Florida's municipalities are the embodiment of this right. A city is created by its citizens to provide additional functions and services for the benefit of the community. Local citizens develop a charter to specify the form, functions and power of their city government. The incorporation and city charter are approved by voters in a local referendum.

Home Rule authorizes all governmental, corporate and proprietary powers necessary to conduct municipal government, perform municipal functions, and render municipal services. Home Rule is why no two cities are alike. City residents take pride in this diversity and responsibility. Strong Home Rule powers ensure that government stays close to the people it serves. Intrusion on Home Rule from the state or federal government undermines the constitutional right of citizens to govern themselves.

Environmental, Energy, Natural Resources

The City of Cape Coral SUPPORTS legislation that promotes healthy communities and economic prosperity through the protection of the region's air, land, water and the city's other natural resources and open space. Resources for research, for state and local governments improvements and infrastructure projects to develop, test and implement technologies and processes to prevent and mitigate the effects of harmful algal blooms; support legislation and request state funds to address the needs to develop water, air and soil criteria, regulatory healthy levels and comprehensive sampling and analysis protocols for Harmful Algal Blooms toxins, such as cyanotoxins (Blue Green Algae) and brevetoxins (Karenia brevis); support legislation and funding to monitor, forecast and predict Harmful Algal Blooms for the public health and safety.

The City of Cape Coral SUPPORTS legislation to provide long-term, recurring and adequate state funding, that is distributed throughout the state based on objective criteria, for local government water resource and water quality improvement projects and infrastructure, including, but not limited to, projects that: reduce nutrient and pollutant loading from wastewater sources; mitigate storm water and flooding impacts; and increase available water resources and supplies.

Support comprehensive legislation to address the state's growing water resource and water quality infrastructure deficit relating to water supply, wastewater treatment and disposal, stormwater management, and water quality protection. Such legislation should address: annual assessment by the state of state, regional and local water resource and water quality infrastructure improvement needs; development of short, intermediate and long-term strategies to meet identified needs; objective funding criteria and methodologies; and establishment of a dedicated and recurring source of state funding to meet current and projected needs.

Growth Management, Urban Administration, Economic Affairs	The City of Cape Coral SUPPORTS legislation that designate resources solely for the unique problems facing pre-platted cities and provides property owners and local governments additional tools including funding with which to address challenges posed by antiquated subdivisions. The City of Cape Coral SUPPORTS legislation to improve municipalities' use of community redevelopment agencies to effectively carry out redevelopment and community revitalization including legislation that safeguards the intent and elements cited in Florida Statute Chapter 163.3 known as the Community Redevelopment Act of 1969. The City of Cape Coral SUPPORTS legislation that prohibits the sale of dogs and cats purchased from puppy mills and kitten mills and offered for retail sale to the public. This legislation will foster a more humane environment for all dogs and cats sold from retail establishments, and provides for an increase in minimum standards and regulations that will support a better future for animals in the hands of mill owners, breeders, brokers and or pet stores.
Finance, Taxation, Personnel	The City of Cape Coral requests continued support for future Florida Department Environmental Protection (FDEP) State Revolving Fund (SRF) loans. Securing the FDEP Clean Water and Drinking Water loans is key to funding utility infrastructure projects. The City of Cape Coral SUPPORTS legislation that will allow for the collection of Florida Statute Chapter 175 monies in exchange for providing Fire protection to a Municipal Services Taxing Unit (MSTU). The City SUPPORTS legislation that authorizes a local option sales tax on alcoholic beverages in establishments licensed to sell alcoholic beverages or at special events held within the municipality for which 100% of the tax proceeds will be used to fund Public Safety expenditures in support of Economic Development, a commerce within the municipality.
Local Funding Requests	Sirenia Vista Environmental Park Phase I – Design, Permitting of Environmental Center including utilities - $650,000 Caloosahatchee River Crossing Project – Construction of Pipeline $15,000,000
Grants	The City requests SUPPORT for the funding of various needs, especially those related to water quality improvement, public safety, transportation and other quality of life issues.

NOTE: Adoption of this document does not preclude consideration of additional Advocacy for other legislative matters that may arise in the future.

City of Cape Coral

2019 STATE LEGISLATIVE INITIATIVES

Cape Coral
FLORIDA

ABOUT CAPE CORAL: The City of Cape Coral is situated on the Gulf Coast of Southwest Florida. With a population of 180,000, it is the largest city between Tampa and Miami and the 10th largest city in Florida. Its area of more than 120 square miles makes Cape Coral the 3rd largest Florida city by land mass. Designed and developed as a "waterfront wonderland," Cape Coral is home to more than 400 miles of waterways and 27 miles of shoreline.

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- Efforts that allow investment in community infrastructure to enhance the city's ability to meet the needs of its current and future residents and businesses, and
- Efforts that promote efficient and cost-effective solutions to protect and conserve natural resources and promotes environmental awareness and sustainability.

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Support measures that allow the City to compete for its fair share of regional, state and federal funding. Support initiatives that promote dedicated funding streams to cities for critical service areas.

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Home Rule authorizes all governmental, corporate and proprietary powers necessary to conduct municipal government, perform municipal functions, and render municipal services. Home Rule is why no two cities are alike. City residents take pride in this diversity and responsibility. Strong Home Rule powers ensure that government stays close to the people it serves. Intrusion on Home Rule from the state or federal government undermines the constitutional right of citizens to govern themselves.

Environmental, Energy, Natural Resources

The City of Cape Coral SUPPORTS legislation that promotes healthy communities and economic prosperity through the protection of the region's air, land, water and the city's other natural resources and open space. Resources for research, for state and local governments improvements and infrastructure projects to develop, test and implement technologies and processes to prevent and mitigate the effects of harmful algal blooms; support legislation and request state funds to address the needs to develop water, air and soil criteria, regulatory healthy levels and comprehensive sampling and analysis protocols for Harmful Algal Blooms toxins, such as cyanotoxins (Blue Green Algae) and brevetoxins (Karenia brevis); support legislation and funding to monitor, forecast and predict Harmful Algal Blooms for the public health and safety.

The City of Cape Coral SUPPORTS legislation to provide long-term, recurring and adequate state funding, that is distributed throughout the state based on objective criteria, for local government water resource and water quality improvement projects and infrastructure, including, but not limited to, projects that: reduce nutrient and pollutant loading from wastewater sources; mitigate storm water and flooding impacts; and increase available water resources and supplies.

Support comprehensive legislation to address the state's growing water resource and water quality infrastructure deficit relating to water supply, wastewater treatment and disposal, stormwater management, and water quality protection. Such legislation should address: annual assessment by the state of state, regional and local water resource and water quality infrastructure improvement needs; development of short, intermediate and long-term strategies to meet identified needs; objective funding criteria and methodologies; and establishment of a dedicated and recurring source of state funding to meet current and projected needs.

Growth Management, Urban Administration, Economic Affairs	The City of Cape Coral SUPPORTS legislation that designate resources solely for the unique problems facing pre-platted cities and provides property owners and local governments additional tools including funding with which to address challenges posed by antiquated subdivisions. The City of Cape Coral SUPPORTS legislation to improve municipalities' use of community redevelopment agencies to effectively carry out redevelopment and community revitalization including legislation that safeguards the intent and elements cited in Florida Statute Chapter 163.3 known as the Community Redevelopment Act of 1969.
Finance, Taxation, Personnel	The City of Cape Coral requests continued support for future Florida Department Environmental Protection (FDEP) State Revolving Fund (SRF) loans. Securing the FDEP Clean Water and Drinking Water loans is key to funding utility infrastructure projects. The City of Cape Coral SUPPORTS legislation that will allow for the collection of Florida Statute Chapter 175 monies in exchange for providing Fire protection to a Municipal Services Taxing Unit (MSTU). The City SUPPORTS legislation that authorizes a local option sales tax on alcoholic beverages in establishments licensed to sell alcoholic beverages or at special events held within the municipality for which 100% of the tax proceeds will be used to fund Public Safety expenditures in support of Economic Development, a commerce within the municipality.
Local Funding Requests	Sirenia Vista Environmental Park Phase I – Design, Permitting of Environmental Center including utilities - $650,000 Caloosahatchee River Crossing Project – Construction of Pipeline - $15,000,000 Public SafetyTraining Facility – Design Build of Gun Range - $5,500,000
Grants	The City requests SUPPORT for the funding of various needs, especially those related to water quality improvement, public safety, transportation and other quality of life issues.

NOTE: Adoption of this document does not preclude consideration of additional Advocacy for other legislative matters that may arise in the future.

Item Number:	**B.(10)**
Meeting Date:	**12/10/2018**
Item Type:	**CONSENT AGENDA**

AGENDA REQUEST FORM
CITY OF CAPE CORAL

TITLE:
Resolution 277-18 Federal Legislative Agenda; Department: City Manager; Dollar Value: N/A; (Fund: N/A)

REQUESTED ACTION:

STRATEGIC PLAN INFO:

1. Will this action result in a Budget Amendment?
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 A: INCREASE ECONOMIC DEVELOPMENT AND REDEVELOPMENT IN THE CITY

ELEMENT B: ENHANCE FINANCIAL SUSTAINABILITY DURING ALL ECONOMIC TIMES

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

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

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

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

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

PLANNING & ZONING/HEARING EXAMINER/STAFF RECOMMENDATIONS:

SUMMARY EXPLANATION AND BACKGROUND:
The Federal Agenda provides a local legislative platform that communicates the City's position on various federal legislative issues that may affect the City or other municipalities.

The Federal Agenda serves as a tool to communicate the City's legislative initiatives to federal agencies, Congress and the citizens of Cape Coral.

The adoption of this resolution provides direction for City representatives and stakeholders to interact throughout the legislative process to advance the City's legislative initiatives for 2018 in efforts to ensure the City's fiscal, operational and quality of life interests are represented on behalf of the citizens of Cape Coral.

The identified initiatives represent the priority issues at the federal level, but are not meant to represent a complete list of issues on which the City may take a specific stand.

LEGAL REVIEW:

EXHIBITS:
Resolution 277-18

PREPARED BY:
Division- Department-

SOURCE OF ADDITIONAL INFORMATION:

ATTACHMENTS:

	Description	Type
	Resolution 277-18	Resolution

RESOLUTION 277 - 18

A RESOLUTION OF THE CITY OF CAPE CORAL, FLORIDA ESTABLISHING THE 2019 FEDERAL AGENDA FOR THE CITY OF CAPE CORAL, FLORIDA; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Cape Coral, Florida desires to establish a Federal Agenda which provides a local legislative platform that communicates the City's position on various federal legislative issues that may affect the City or other municipalities; and

WHEREAS, the Federal Agenda serves as a tool to communicate the City's legislative initiatives to federal agencies, Congress and the citizens of Cape Coral.

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

SECTION 1. The City of Cape Coral, Florida hereby adopts as its legislative platform the 2019 Federal Agenda attached hereto as Exhibit A, which may be revised and amended from time to time by passage of a resolution.

SECTION 2. The City Manager or his designee is hereby authorized to provide a copy of the 2019 Federal Agenda to the City's elected federal representatives and other stakeholders.

SECTION 3. The adoption of this resolution shall provide direction for City representatives and stakeholders to interact throughout the legislative process to advance the City's legislative initiatives for 2019 to ensure the City's fiscal, operational and quality of life interests are represented on behalf of the citizens of Cape Coral. The identified initiatives represent the priority issues at the federal level, but are not meant to represent a complete list of issues on which the City may take a specific stand. A piece of legislation, rule, issue or policy may require additional advocacy efforts.

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

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

_____
KIMBERLY BRUNS
INTERIM CITY CLERK

APPROVED AS TO FORM:

Dolores D. Menendez

DOLORES D. MENENDEZ
CITY ATTORNEY
res/Legislative Initiatives – Federal 2019

Exhibit A

2019 Federal Agenda

Economic Development

Infrastructure Investment and Planning

Cape Coral seeks to establish infrastructure and a business environment that attracts those who seek to expand or relocate businesses and to make the most of our natural resources and quality of life. Funds are needed for planning and infrastructure in areas throughout the City.

There are proposals currently being developed that would provide significant federal resources for water, transportation, and technological infrastructure, including direct federal spending as well as incentives to encourage state and private funding.

- The City is embarking on a major redevelopment of the Bimini Basin area. This will include a mixed use development on 30 acres, some of which is waterfront property.
- The City also approved a redevelopment concept and is going out with a Request for Interest to develop the Seven Islands area in northwest Cape Coral. The Seven Islands development is located in the southwest area of the Northwest Cape. The Seven Islands development is approximately 48 acres including seven 'islands' and 46 adjoining properties located along Old Burnt Store Road.
- The Concourse area is a city owned 171-acre parcel in the northeast portion of the city that could house a destination mall or a new corporate park. This will be a demand driven project that could bring hundreds of new jobs to the city.
- The Zemel property, also in the northeast area of the Cape, is a large privately owned property which was annexed into the city to encourage new development.
- Support for strategies to produce, rehabilitate, and preserve workforce and affordable housing

All of these projects will need infrastructure planning and development in support of large scale job creation and new investment which will have a positive impact upon Cape Coral's tax base as well. Cape Coral is one of the fastest growing cities in the country, yet still only has a commercial tax base of 10%, so these development areas are vital to Cape Coral's future.

Federal Request: Support legislative initiatives that would increase local government access to funding and government-backed low interest loans and private capital for priorities including transportation and water infrastructure.

Current Potential Federal Resources: US Economic Development Administration Public Works Programs, Department of Labor Workforce Innovation Grant, HUD Choice Neighborhoods Program, HHS Community Transformation Grants, and Department of Commerce Coastal and Estuarine Lands Program

National Flood Insurance Program (NFIP)

The National Flood Insurance Program (NFIP) reauthorization occurred under the Biggert-Waters Flood Insurance Reform Act of 2012, which was signed into law on July 6, 2012. As the NFIP struggles to stay solvent, the program is currently operating under an extension of the Authorization while Congress continues to work towards a permanent solution.

Federal Request: The City supports a long-term solution that can bring solvency to the NFIP without unduly burdening homeowners, businesses and taxpayers, and ensures all property owners receive affordable flood insurance.

Transportation and Water Infrastructure

Bike and Pedestrian Pathways

The City of Cape Coral believes that bicycling and walking are integral components of an efficient transportation network. Effective bicycle and pedestrian accommodations enhance quality of life and health, strengthen communities, increase safety for all modes of transportation, reduce congestion, offer recreational benefits, and benefit the environment. The City seeks to integrate enhanced bike and pedestrian accessibility throughout the City.

Potential Federal Resources: USDOT TIGER Program, CDBG, Safe Routes to Schools Program and Transportation Alternatives Program

Federal Transportation Investment

Florida currently rates poorly in the nation based upon the rate of return for federal highway funding, getting back only 92¢ on every dollar sent to Washington. Florida has "donated" $2,570,000,000 to improve roads in other states since 1956 and we seek to reverse this historical unfairness. Additionally, the City supports an increase in its share of competitive and formula funding provided directly to local governments and Metropolitan Planning Organizations (MPOs).

Federal request: Support an increase in competitive and formula funding direct to local governments and Metropolitan Planning Organizations (MPOs).

Water Infrastructure

The City continues to strive to ensure that water is provided to our residents in a sustainable fashion, with attention to both the quality and quantity of this important resource. We seek an ongoing partnership with the federal government as we work to develop and implement creative, long term solutions in this area.

Request:

The City of Cape Coral supports legislation to provide long-term, recurring and adequate federal funding for local government water resource and water quality improvement projects and infrastructure, including, but not limited to, projects that: reduce nutrient and pollutant loading from wastewater sources; mitigate storm water and flooding impacts; and increase available water resources and supplies.

Public Safety and Disaster Recovery

Law Enforcement and Fire Safety Technology and Education

The City is in need of funding for law enforcement technology upgrades, including resources for development of a training facility, level 4 bulletproof vests and ballistic helmets for officers. The City's fire service is also in need of updated Self Contained Breathing Apparatus for front line personnel.

The City of Cape Coral is experiencing the Opioid epidemic, like most of the country. The Police Department seeks to develop and implement, the Heroin and Opioid Prevention Education (HOPE) program, in an effort to address the opioid problem in the City of Cape Coral, through education, and intervention. Leading the first responder community in Lee County by offering HOPE outreach and resources, the Department anticipates seeking a reduction in fatal and non-fatal overdoses compared to previous years. Funding is needed for training, personnel, and treatment.

Federal Resources: Byrne/JAG, Paul Coverdell Grant Program, FEMA State Homeland Security Grant Program; FEMA Assistance to Firefighters Grant, Fire Prevention and Safety Grant, and SAFER Grant

FEMA Disaster Reimbursements

When disasters occur in the United States, the federal government, through FEMA, provides Public Assistance grants, which reimburse state and local governments like Cape Coral. The City depends upon timely approval of this assistance for disaster-related costs including repairs to damaged infrastructure, public services and facilities as well as cleanup and debris removal. These funds are also used to reimburse emergency services such as police, fire and

emergency management for extraordinary expenses for overtime pay to protect and assist our residents during a disaster.

Federal Request: Timely approval of public assistance grants to relieve the post-disaster burden on Cape Coral, which has worked to repair infrastructure, clear debris and provide critical public services.

Natural Resources

Harmful Algal Blooms

The City is deeply concerned about the effects of algal blooms that occur when colonies of algae grow out of control while producing toxic or harmful effects on people, fish, shellfish, marine mammals, and birds. Harmful algal blooms also include blooms of non-toxic species that have harmful effects on marine ecosystems. For example, when masses of algae die and decompose, the decaying process can deplete oxygen in the water, causing the water to become so low in oxygen that animals either leave the area or die. These blooms have a devastating effect on our wildlife, ecosystem, economy, and quality of life.

Federal Request:
Federal resources for research, for state and local governments improvements and infrastructure projects to develop, test and implement technologies and processes to prevent and mitigate the effects of harmful algal blooms; *support legislation and request federal funds to address the needs to develop water, air and soil criteria, regulatory healthy levels and comprehensive sampling and analysis protocols for Harmful Algal Blooms toxins, such as cyanotoxins (Blue Green Algae) and brevetoxins (Karenia brevis); support legislation and federal funding to monitor, forecast and predict Harmful Algal Blooms for the public health and safety.*

Utilities Extension Project (UEP)

Cape Coral is one of the largest municipalities by land area in Florida and approximately half of the City's pre-platted parcels remain to be served by centralized water and sewer services. City Council has approved the expansion of approximately 12 square miles of utility line extensions covering nearly 20,000 parcels. The Utilities Extension Project (UEP) is presently broken down into three project areas designated as SW 6 & 7, North 2 and North 1. Construction for SW 6 & 7 is substantially complete using FDEP SRF Loans for Clean Water and Drinking Water. The anticipated benefits of the utilities extension project include, but are not limited to: removal of private septic systems, some of which are failing or near failing; removal of private potable water wells that could be impacted by adjacent septic systems; improved water quality in the canal systems by reducing phosphorus and nitrogen if septic systems are eliminated and providing reuse water for irrigation which conserves potable water.

The City is presently moving forward with the second of three areas bringing water, sewer and irrigation to approximately 8,900 parcels in North 2. As the City continues to extend utility infrastructure throughout Cape Coral, we will be applying for future FDEP SRF Loans and federal grants.

Potential Federal Resources: EPA, Clean Water State Revolving Fund, National Oceanic Atmospheric Administration, Community-Based Habitat Restoration Grants, US Economic Development Administration, and the Water Infrastructure Finance and Innovation Act (WIFIA), which will provide non-federal sponsors with access to low-cost, long-term financing for a variety of water resource-related projects

Everglades Restoration

In 2000, Congress passed the 30-year Comprehensive Everglades Restoration Plan (CERP) to restore, protect and preserve 18,000 square miles of land over 16 Florida counties. Many components of this plan directly impact the City of Cape Coral and our coastal resources, including the appropriate discharge of water to maintain the salinity of our estuaries.

Federal request: maintain the federal government's funding commitment to the implementation of CERP

Waters of the United States (WOTUS)

The City is pleased that the recently pending WOTUS regulation from the EPA and the Army Corps of Engineers has been suspended and is awaiting the release of updated regulations. Updated regulations could have a significant impact on cities across the country that have been working under regulations that have been in place for over 25 years, and will impact which waters fall under federal jurisdiction through the Clean Water Act (CWA).

Federal Request: Support development of a new rule with reasonable, updated regulations that support common sense environmental stewardship.

Human Services and Recreation

Community Development Block Grant

The City of Cape Coral has been a recipient of CDBG funds since 1981. The City's CDBG Program uses its funds for comprehensive revitalization of designated neighborhoods, housing rehabilitation, social services, homeownership assistance, acquisition of real property, and public facilities and improvements. The program has touched and enriched lives in Cape Coral by providing services that otherwise would not have been available.

Federal Request: support robust funding for the Community Development Block Grant, the nation's primary vehicles through which local governments address housing and community development needs, and support maximum flexibility in the use of these funds

Parks and Recreation

The mission of the Cape Coral Parks and Recreation Department is to provide a wide range of recreational programs for individuals of various ages, skill levels, interests, social needs and economic capabilities that collectively enhance the overall quality of life within the City of Cape Coral. Recreation activities take place in 39 locations (731 developed acres) throughout the City. Funds are needed to purchase additional buses to improve senior access to community resources, for ongoing land acquisition needs, the conversion of abandoned properties to parks, and for interpretive classroom and museum development.

Potential Federal Resources: Institute of Museum and Library Science, US Department of Commerce Coastal and Estuarine Lands Program, Land and Wildlife Conservation Fund, and opportunities through the US Administration on Aging

Government Operations and Finance

Pre-emption of Local Government Regulation of Cell Siting

Mobile fifth-generation (5G) wireless systems are the next upgrade of wireless technology, offering faster speeds, greater capacity and better reliability. To deploy this technology, new infrastructure called small cells, must be used. Small cells, which generate less power, collect and transmit the signals in a short range from one another and require collocating the cells on other infrastructure.

Federal Request: Prevent legislation and rulemaking that would preempt local government regulation and approval of small cell wireless facility siting.

EB-5

The EB-5 visa provides a method of obtaining resident status for foreign nationals who invest money in the United States. As Congress seeks to reauthorize this program, the City would like to ensure that it remains a viable and attractive engine for economic development in Cape Coral

Internet Access Taxation Temporary Moratorium

When Internet Tax Freedom Act (ITFA) was passed in 1998, the law only imposed a two-year moratorium on taxing Internet. Since then, ITFA was extended a few times — most recently in 2007. The City would support only a temporary moratorium on state and local taxation in order to allow maximum flexibility for the City given the rate of development of technology and the impact of permanent preemption of state and local authority.

Protect Tax Exempt Status of Municipal Bonds

Municipal bond interest has always been exempt from federal tax, just as federal bonds are exempt from state and local taxes. However, in an effort to close the federal budget gap, some in Washington are targeting the tax exempt status of municipal bonds, which would increase the costs of borrowing for local governments, likely preventing many infrastructure projects from moving forward. Recent tax legislation has eliminate advanced refunding of debt issues, and elimination of the tax exempt status of municipal bonds would further impact our ability to finance infrastructure in a cost effective manner.

Federal Request: Prevent legislation that would eliminate advanced refunding of debt issues, the use of private activity bonds, bonds backed by federal tax credits, and bonding for infrastructure such as toll roads and professional sports stadiums.

Online Travel and Tourism Taxation

Prevent passage of legislation that would exempt online tourism bookers from paying appropriate sales taxes to state and local governments. Currently, online travel companies such as Travelocity and Expedia pay state and local occupancy taxes on guestrooms based on the wholesale rate they pay for the room, not on the retail rate the guest pays for the room. Because hotels pay these same taxes based on the higher retail rate the guest pays, state and local municipalities collect less tax on a room booked through an OTC than they collect on a room booked through a hotel directly.

The City intends to work with our federal partners to:

- **ensure speedy approval of the City's Fish and Wildlife Service, Army Corps of Engineers, National Marine Fisheries Service, and other pending federal permit applications**

- **actively pursue federal funding for projects reflected in the City's approved federal agenda**

Item Number:	**B.(11)**
Meeting Date:	**12/10/2018**
Item Type:	**CONSENT AGENDA**

AGENDA REQUEST FORM
CITY OF CAPE CORAL

TITLE:
Resolution 280-18 A Resolution authorizing payment up to $5,000 in eligible reimbursable relocation expenses to the selected candidate for the position of Utilities Collection & Distribution Manager in the Utilities Department, Funding for the Utilities Department: Dollar Value: maximum of $5,000 (Water & Sewer Fund/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? 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:
Requesting approval to offer up to $5,000 in relocation reimbursement for the selected candidate for the position of UCD Manager in the Utilities Department, which is due to a recent retirement.

LEGAL REVIEW:

EXHIBITS:
Memo
Resolution 280-18

PREPARED BY:

Molly Liebegott	Division-	Administration	Department-	Human Resources

SOURCE OF ADDITIONAL INFORMATION:
Lisa Sonego, Human Resources Director

Jeff Pearson, Utilities Director

ATTACHMENTS:

	Description	Type
🗋	Memo	Backup Material
🗋	Resolution 280-18	Backup Material

MEMORANDUM

CITY OF CAPE CORAL
CITY MANAGER'S OFFICE

TO: Mayor Coviello and Council Members

FROM: John Szerlag, City Manager
Connie Barron, Interim Assistant City Manager
Lisa Sonego, Human Resources Director

DATE: December 4, 2018

SUBJECT: Authorization to Extend Relocation Reimbursement

Requesting authorization to extend reimbursement of applicable relocation expenses up to $5,000 if needed, as allowed in Section 2-37.3 of the City of Cape Coral Code of Ordinances to the selected candidate for the position of Utilities Collections & Distribution Manager in the Utilities Department.

This candidate has not yet been identified. This position is currently vacant due to recent retirement.

JS/CB/LS:ml

C: Jeff Pearson, Utilities Director

RESOLUTION 280 - 18

A RESOLUTION OF THE CITY OF CAPE CORAL AUTHORIZING PAYMENT OF UP TO $5,000 IN ELIGIBLE RELOCATION EXPENSES WHEN FILLING THE POSITION OF UTILITIES COLLECTION AND DISTRIBUTION MANAGER; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Utilities Collection and Distribution Manager in the Utilities Department is currently vacant; and

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

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

SECTION 1. The City Council hereby authorizes payment of up to $5,000 in reimbursable relocation expenses if the selected candidate for the Utilities Collection and Distribution Manager position qualifies for relocation expenses under Section 2-37.3(c) of the Code of Ordinances of the City of Cape Coral, Florida.

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

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

_____
JOE COVIELLO, MAYOR

VOTE OF MAYOR AND COUNCILMEMBERS:

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

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

_____
KIMBERLY BRUNS
INTERIM CITY CLERK

APPROVED AS TO FORM:

Dolores D. Menendez

DOLORES D. MENENDEZ
CITY ATTORNEY
res/Relocation Expenses-Util
11/28/18
12/4/18

Item Number:	**B.(12)**
Meeting Date:	**12/10/2018**
Item Type:	**CONSENT AGENDA**

AGENDA REQUEST FORM
CITY OF CAPE CORAL

TITLE:
Resolution 284-18 Approval of Stipulated Agreement with Roers Development, Inc., purchaser of 1200 SW 30th Street (Strap #34-44-23-C4-03194.A000) to apply penalties and interest, accrued as a result of the unpaid taxes on said parcel, towards unbilled SW4 Utility Capital Improvement Assessment balances after delinquent property taxes have been paid to the Lee County Tax Collector by Roers Development Inc.; Department: City Manager/Economic Development Office; Dollar Value: N/A; (Fund: N/A)

REQUESTED ACTION:
Approve or Deny

STRATEGIC PLAN INFO:

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

ELEMENT A: INCREASE ECONOMIC DEVELOPMENT AND REDEVELOPMENT IN THE CITY

PLANNING & ZONING/HEARING EXAMINER/STAFF RECOMMENDATIONS:

SUMMARY EXPLANATION AND BACKGROUND:
1) The subject property is a 20-acre site, located east of Chiquita Boulevard and north of Gleason Parkway in the SW4 Utility Capital Improvement Assessment area.

2) The current property owner has been delinquent in paying its property taxes since 2007.

3) The SW4 Utility Capital Improvement Assessment collection rate is lower, as a result of this parcel's tax status. Recovering the delinquent taxes and assessments will greatly improve the collection rate in SW4 and strengthen the financial status of the assessment bonds issued for these improvements.

4) In 2015, Lee County initiated a tax deed sale to recover delinquent taxes and assessments per Florida Statutes. The parcel did not sell and was placed on the County's Lands Available for Taxes list for the past three (3) years.

5) Since the placement of the parcel on the County's Lands Available for Taxes list, Staff has worked with various potential buyers offering an incentive to pay down the remaining unbilled SW4

Utility Capital Improvement Assessment balances to improve this parcel's marketability.

6) The parcel has been less than desirable for these buyers due to these remaining unbilled assessment balances and delinquent tax amount.

7) Roers Development has requested, and Staff is recommending, this economic development incentive, of paying the remaining unbilled utility assessment with the accrued penalties and interest, to facilitate the sale of the property, which will improve the SW4 collection rates and support the City's commitment to economic development.

8) In 2012, a similar economic development strategy was utilized to facilitate the sale of a parcel with unbilled Seawall Capital Improvement Assessments and delinquent property taxes.

LEGAL REVIEW:

EXHIBITS:
Memo
Revised Resolution 284-18
Location Map

PREPARED BY:

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

SOURCE OF ADDITIONAL INFORMATION:
Terri Hall, Interim Economic Development Manager
City Manager / Economic Development
239-574-0444

Holly Goyette, Assessment & Billing Manager
Financial Services / Customer Billing Services
239-574-7722 Ext. 4009

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

ATTACHMENTS:

	Description	Type
🗋	Memo	Backup Material
🗋	Revised Resolution 284-18	Backup Material
🗋	Location Map - 1200 SW 30th Street	Backup Material

MEMORANDUM

CITY OF CAPE CORAL
CITY MANAGER'S OFFICE

TO: Mayor Coviello and Council Members

FROM: John Szerlag, City Manager
Terri Hall, Interim Economic Development Manager
Holly Goyette, Assessment & Billing Manager
Dawn Y. Andrews, Property Broker

DATE: December 5, 2018

SUBJECT: Res. 284-18 – Stipulated Agreement with Regard to a 20-Acre Parcel
1200 SW 30th Street – 34-44-23-C4-03194.A000
Purchaser: Roers Development, Inc.

The purpose of this memo is to provide additional information for the Consent Agenda Item regarding the Stipulated Agreement with Regard to a 20-Acre Parcel on the December 10, 2018 Council Agenda and to explain the County's Tax Certificate/Tax Deed process.

BACKGROUND

After the City imposes a tax or assessment, the City must choose how to collect the funds for the services provided. One option is the uniform collection method, also known as the tax-billed method. The tax-billed collection method is one of the most secure billing methods available to government. It is superior to paper-billed collection methods often used for utility bills because, with limited exceptions, the payment must be made in full at the time a property owner pays his taxes. In certain cases, property owners may default on their property taxes. When this occurs, the revenues for the services are also not collected. Florida Statutes then provide for the tax collector to sell a tax certificate.

Tax certificates offer investors a way to earn profits in exchange for paying the delinquent property owners' taxes or assessments. The process of selling tax certificates takes place annually and the goal is to recover all the delinquent taxes from unpaid tax bills. The tax collector begins a reverse bidding sale for each parcel. Investors bid on paying a parcel's delinquent taxes, beginning with 18% interest and decreasing until the last investor agrees to pay the taxes for the lowest interest the investor is willing to receive.

In some cases, a parcel's specific situation makes it undesirable for investors. For example, a parcel that is homesteaded is generally more desirable to investors than a vacant piece of land, because owners of improved parcels are more likely to pay their taxes and the investor will earn the interest charge under the state law. When a tax certificate is not sold, it automatically is granted an 18% interest rate and is awarded to the County in which the parcel is located.

Certificates awarded to the county may be purchased for 18% at any time. High risk investors will often purchase whole packages of these certificates without ever bidding on a single certificate.

After 7 years owning a tax certificate, the County may call for a tax deed sale to recoup the delinquent taxes. This process is a highest bidder process and the land is sold at an auction where the opening bid is the value of the delinquent taxes, plus penalties and interest – which have accrued each year at an interest rate up to 18%. After a parcel is sold at a tax deed sale, either one of two parties are paid. If any investor had previously purchased a tax certificate, the investor will be paid the interest and penalties at the interest rate bargained for at the certificate sale or, if no investor purchased a tax certificate, the county will be given the funds from the sale. When the County is given the funds, it distributes the taxes and assessments due, plus any penalties and interest, to each taxing authority to whom funds are owed.

In the specific case of the parcel located at 1200 SW 30th Street, the Taxing Authorities are owed 9 years of delinquent taxes and assessments and the 2018 property taxes valued at $3,113,751.50. The 20-acre parcel also has unbilled SW4 utility special assessments remaining, totaling $781,064.28. This has placed the parcel in a negative equity position, which is not attractive to investors.

As such, the City developed an economic development incentive, whereby it would offer investors the opportunity to enter into an agreement to allow the City to take any revenues from the penalties and interest from a tax deed sale and apply them towards the unbilled balance of SW4 utility special assessments. In this situation, the investors' money would be reinvested in the delinquent parcel, driving down the total amount of debt on the parcel.

Over the past several years, City staff has worked with four investors in an attempt to "clean this parcel up" and improve our SW4 assessment collection rates – reviewed each year by bond rating agencies. Three of them have not made it to council for various reasons out of the control of City staff.

RECOMMENDATION

Staff recommends approval of the agreement for the positive reasons outlined in the tax certificate and tax deed sale process above. Additionally, this will make the property more developable as the amount of penalties and interest collected would pay off 100% of the unbilled balance of utility assessments. This will also reaffirm the City's strategic initiative related to economic development, signaling to interested parties the City is "Open for Business."

JS/TH/HG/DA:dya(12-10-2018AgendaMemo)

C: Dolores Menendez, City Attorney
Steve Griffin, Assistant City Attorney

REVISED
12-7-2018

RESOLUTION 284 – 18

A RESOLUTION OF THE CITY OF CAPE CORAL, APPROVING A STIPULATED AGREEMENT WITH REGARD TO A 20-ACRE PARCEL (STRAP #344423C403194A000) BETWEEN THE CITY OF CAPE CORAL AND ROERS DEVELOPMENT, INC., CONCERNING THE PAYMENT OF DELINQUENT PROPERTY TAXES AND ASSESSMENTS ON A 20-ACRE PARCEL OF PROPERTY; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Cape Coral desires to improve the City's rate of collection of special assessments within the Southwest 4 utility assessment area, thereby creating a positive indicator for financial rating agencies for the purposes of municipal borrowing; and

WHEREAS, the City desires to secure the payment of all delinquent property taxes and delinquent assessments for a 20-acre parcel of property located at 1200 SW 30th Street in order to facilitate the sale of the property to Roers Development Inc. ("Roers"); and

WHEREAS, Roers has proposed an agreement with the City whereby Roers would pay off the balance on all unpaid Lee County and Cape Coral taxes, special assessments, and any other amounts due and owing on the property to Lee County and Cape Coral; and

WHEREAS, the City would thereafter apply funds received as interest and penalties from the payment towards the following: (1) unpaid Southwest 4 utility capital improvement assessments; (2) delinquent lot mowing charges; (3) 2007 tax-billed Southwest 4 utility capital improvement assessments; and (4) all real estate taxes, penalties, interest and all assessments for the property due for the time period through December 31, 2018, pursuant to the terms set forth in the Stipulated Agreement attached hereto as Exhibit A; and

WHEREAS, the City, in its desire to encourage development within the City and improve the City's Southwest 4 utility assessment collection rate, supports the terms of the stipulated agreement.

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

Section 1. The City Council hereby approves the "Stipulated Agreement with Regard to a 20-Acre Parcel (Strap #344423C403194A000)" between the City of Cape Coral and Roers Development, Inc., and authorizes the City Manager to execute the agreement. The agreement is attached hereto and incorporated herein 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	_____	COSDEN	_____

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

_____
KIMBERLY BRUNS
INTERIM CITY CLERK

APPROVED AS TO FORM:

_____
STEVEN D. GRIFFIN
ASSISTANT CITY ATTORNEY
res/Stipulated Settlement Agreement-Roers Development

STIPULATED AGREEMENT WITH REGARD TO A 20-ACRE PARCEL (STRAP #344423C403194A000)

WHEREAS, the City of Cape Coral, Florida ("the City") desires to improve the City's collection of special assessments established for the City's "Southwest 4" utility assessment area and, thereby, create a positive indicator for financial rating agencies for the purposes of municipal borrowing; and

WHEREAS, the City desires to secure the payment of all delinquent property taxes and delinquent assessments on a twenty (20)-acre parcel (STRAP #344423C403194A000) ("the Property") located in the City of Cape Coral in order to facilitate the sale of the Property to Roers Development, Inc. ("Roers"), which sale is intended to have a positive impact on growth and development in the City; and

WHEREAS, the City desires to improve the City's image among prospective business interests and property investors wishing to participate in the City's development, particularly in the area of new multi-family housing in the City.

WHEREFORE, the City and Roers, collectively the Parties, by and through their respective undersigned representatives, stipulate to this Agreement, as follows:

1. On or before December 28, 2018, Roers shall pay off the balance on all unpaid Lee County and Cape Coral taxes, special assessments, and any other amounts due and owing on the Property to Lee County and Cape Coral; i.e., payment in full. For purposes of this Agreement, payment in full shall be **$3,113,751.50,** as reported by the Lee County Tax Collector.

2. The City shall apply funds received as it deems appropriate to result in payment in full through December 31, 2018, including the following:

(a) Unpaid Southwest 4 utility capital improvement assessments;

(b) Delinquent lot mowing charges;

(c) 2007 tax-billed Southwest 4 utility capital improvement assessments; and

(d) All real estate taxes, penalties, interest, and all assessments for the Property due for the time period through December 31, 2018.

3. The City shall provide releases for any and all outstanding liens on the Property filed by the City of Cape Coral related to taxes, assessments, or charges. Payment of the sum of $3,113,751.50 represents payment of the agreed upon amount to satisfy all of the real estate taxes, assessments, charges, interest, and penalties for the Property through December 31, 2018. If it should develop that this amount was incorrectly calculated and the correct amount is less than the agreed upon amount, the City will nonetheless retain the difference between $3,113,751.50 and the lesser corrected amount. If a recalculation should show there is more than $3,113,751.50 that is owed for these items, Roers will not be obligated to pay any additional amount and the payment of the $3,113,751.50 amount will be deemed to be in full satisfaction of all the obligations referred to herein.

4. The Parties agree to be responsible for their own costs and any attorney's fees necessary in reaching this Agreement.

5. Except as contained in this Agreement, the Parties further agree to remise, release, quit, and discharge each other from any and all manner of action, cause of action, suit, debt, sum of money, contract, controversy, agreement, claim, and demand whatsoever in law or in equity which each had or now has or which any personal representative, successor, heir, or assign hereinafter can, shall, or may have against each other, for, upon, or by reason of any manner, cause,

or thing whatsoever pertaining in any way to this Agreement. Additionally, this Agreement is not intended to settle any other claim that one Party may have against the other.

6. This Agreement shall constitute the entire agreement between the Parties and may not be modified orally or in any manner except by writing executed with the same formality as this Agreement.

7. The Parties acknowledge that they have freely and voluntarily agreed to enter into this Agreement.

8. The Parties agree to request that the Cape Coral City Council vote to approve this Agreement.

9. The Parties agree that if the Buyer and the Seller do not close on the sale of the Property by December 28, 2018, this Agreement shall automatically become null and void.

10. The undersigned representatives of the Parties assert that they have full authority to enter into this Agreement and to bind the Parties thereto.

Dated this 7th day of Dec, 2018.

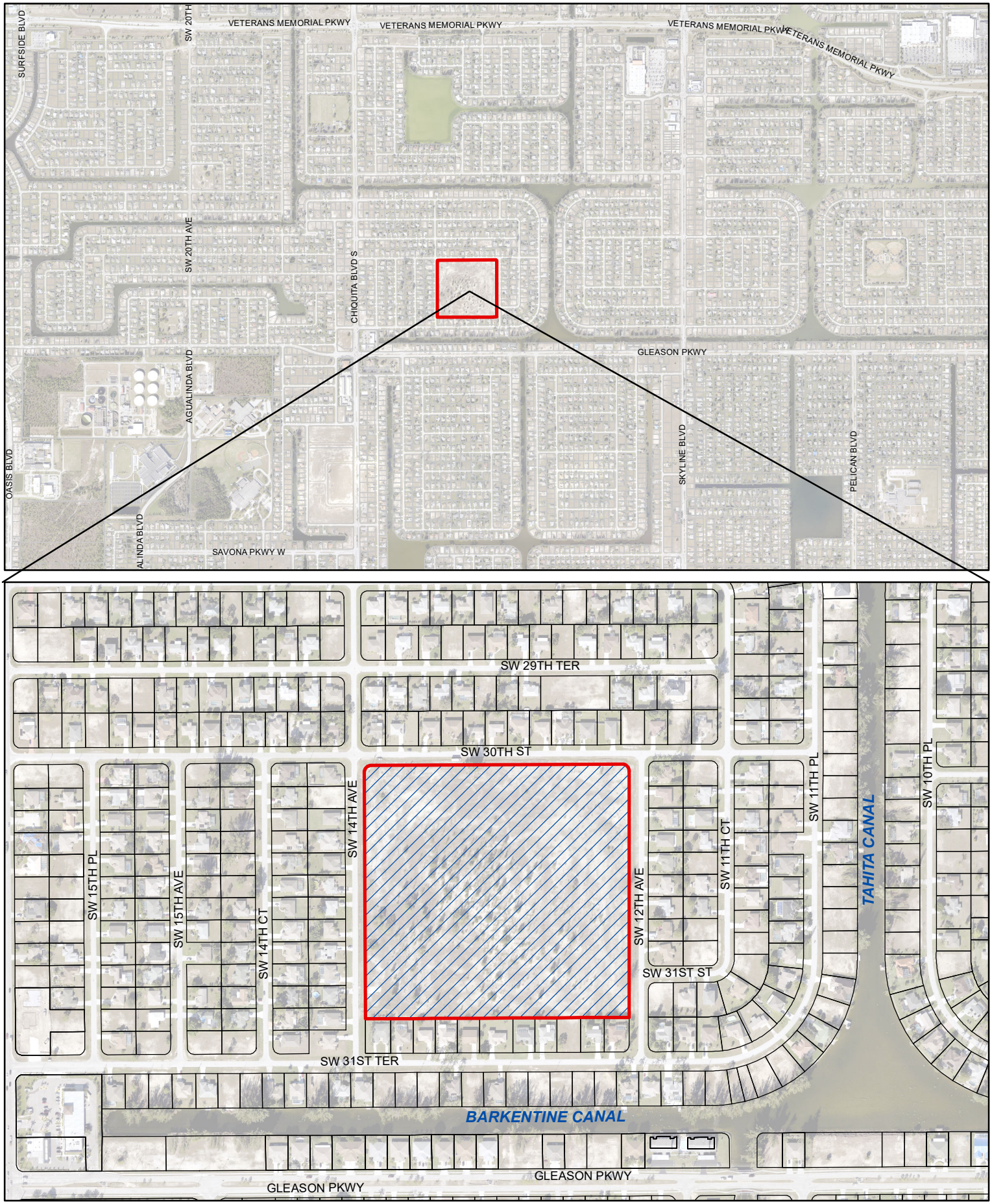
A. JOHN SZERLAG
CITY MANAGER
CITY OF CAPE CORAL
P.O. BOX 150027
CAPE CORAL, FL 33915-0027

LARRY S. NYGARD
CORPORATE VICE PRESIDENT
ROERS DEVELOPMENT, INC.
200 45th STREET SOUTH
FARGO, ND 58103

Approved as to form and legality:

DOLORES D. MENENDEZ, ESQ.
CITY ATTORNEY

CITY OF CAPE CORAL
P.O. BOX 150027
CAPE CORAL, FL 33915-0027



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.
Prepared by: The City of CAPE CORAL Real Estate Division-Gregory L. Spivey

N

0 225 450 900 Feet

1:5,400 1 inch = 450 feet

Cape Coral FLORIDA You'll Like the Attitude in Paradise

1200 SW 30th Street
Block 3194A

Item Number:	**D.(1)**
Meeting Date:	**12/10/2018**
Item Type:	**PERSONNEL ACTIONS**

AGENDA REQUEST FORM
CITY OF CAPE CORAL

TITLE:
Resolution 281-18 Approving the creation of the "Internal Auditor" classification; Department: City Auditor; Dollar Value: $8,307 Estimated cost savings; (General Fund)

REQUESTED ACTION:
Approve or Deny

STRATEGIC PLAN INFO:

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

If Yes, Priority Goals Supported are listed below.

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

PLANNING & ZONING/HEARING EXAMINER/STAFF RECOMMENDATIONS:

SUMMARY EXPLANATION AND BACKGROUND:
Creating Internal Auditor position to improve structure of City Auditor's Office with no increase to total number of regular full-time positions within the office.

LEGAL REVIEW:

EXHIBITS:
Memo and supporting documents Internal Auditor
Resolution 281-18

PREPARED BY:

A. Butola	Division-	Department-	City Auditor's Office

SOURCE OF ADDITIONAL INFORMATION:

ATTACHMENTS:

	Description	Type
🗋	Memo and supporting documents Internal Auditor	Backup Material
🗋	Resolution 281-18	Resolution

Cape Coral
FLORIDA

OFFICE OF THE CITY AUDITOR

TO: Lisa Sonego, Human Resources Director

FROM: Andrea Butola, City Auditor

DATE: November 16, 2018

SUBJECT: Creation of Internal Auditor Position Business Justification

In accordance with the City's Code of Ordinances, Section 2.36-4, City council approval is required to create new classifications (titles). I would like to create an entry level position of Internal Auditor to more fully capture market needs. While experience is preferred, it is not necessary. This new classification will also provide promotional opportunities for the office and better diversify the positions within the office.

According to the budget impact statement (attached) the creation of the entry level position results in a reduction of ($8,306.97).

P O Box 150027
815 Nicholas Pkwy.
Cape Coral, FL 33915-0027
Phone 239-242-3383 Fax 239-242-3384

REVIEW OF BUDGETARY IMPACT FOR POSITION CHANGE

Payroll Category	Current Position	Proposed Position	Difference
Position Title	Senior Auditor	Internal Auditor	
Employee Group	Salary	Salary	
Grade	NB114	NB111	
Annual Rate Basis	28.42	25.04	
Annual Rate	$ 59,113.60	$ 52,083.20	$ (7,030.40)
Fica	3,665.04	3,229.16	(435.88)
Medicare	857.15	755.21	(101.94)
Pension - General	5,125.15	4,515.61	(609.54)
BCBS High Blue	$ 11,677.00	$ 11,677.00	-
LTD	$ 312.12	$ 275.00	(37.12)
Life	$ 567.49	$ 500.00	(67.49)
Life ADD	$ 70.94	$ 62.50	(8.44)
WC	135.96	119.79	(16.17)
Total	$ 81,524.45	$ 73,217.47	$ (8,306.97)

NOTES:

1. Pension - Estimated normal cost only.

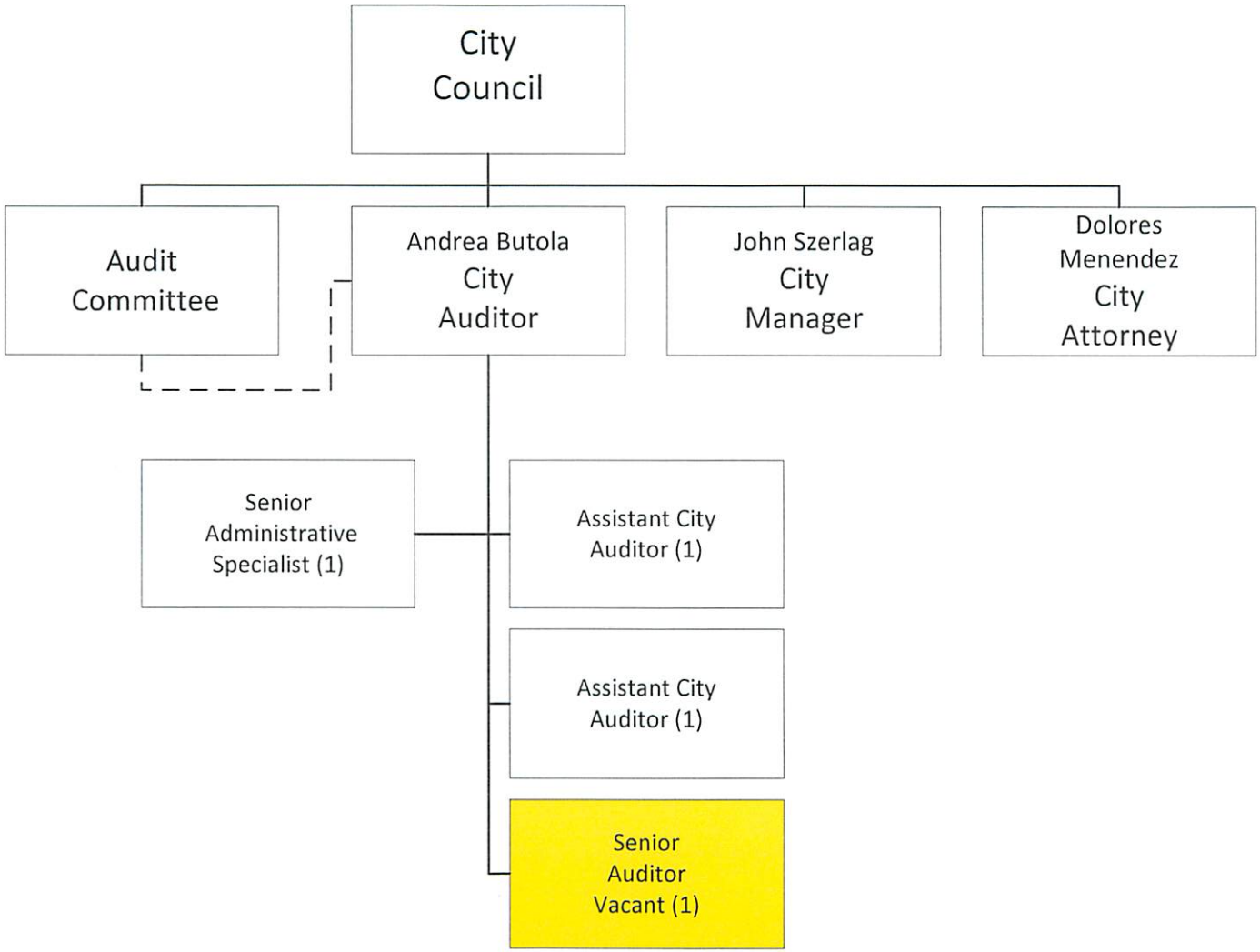
How will the increased budgetary needs be addressed by requesting department?

This position reclassification would result in a reduction of budgetary needs

Completed by *Jessica Festa* 11/19/2018

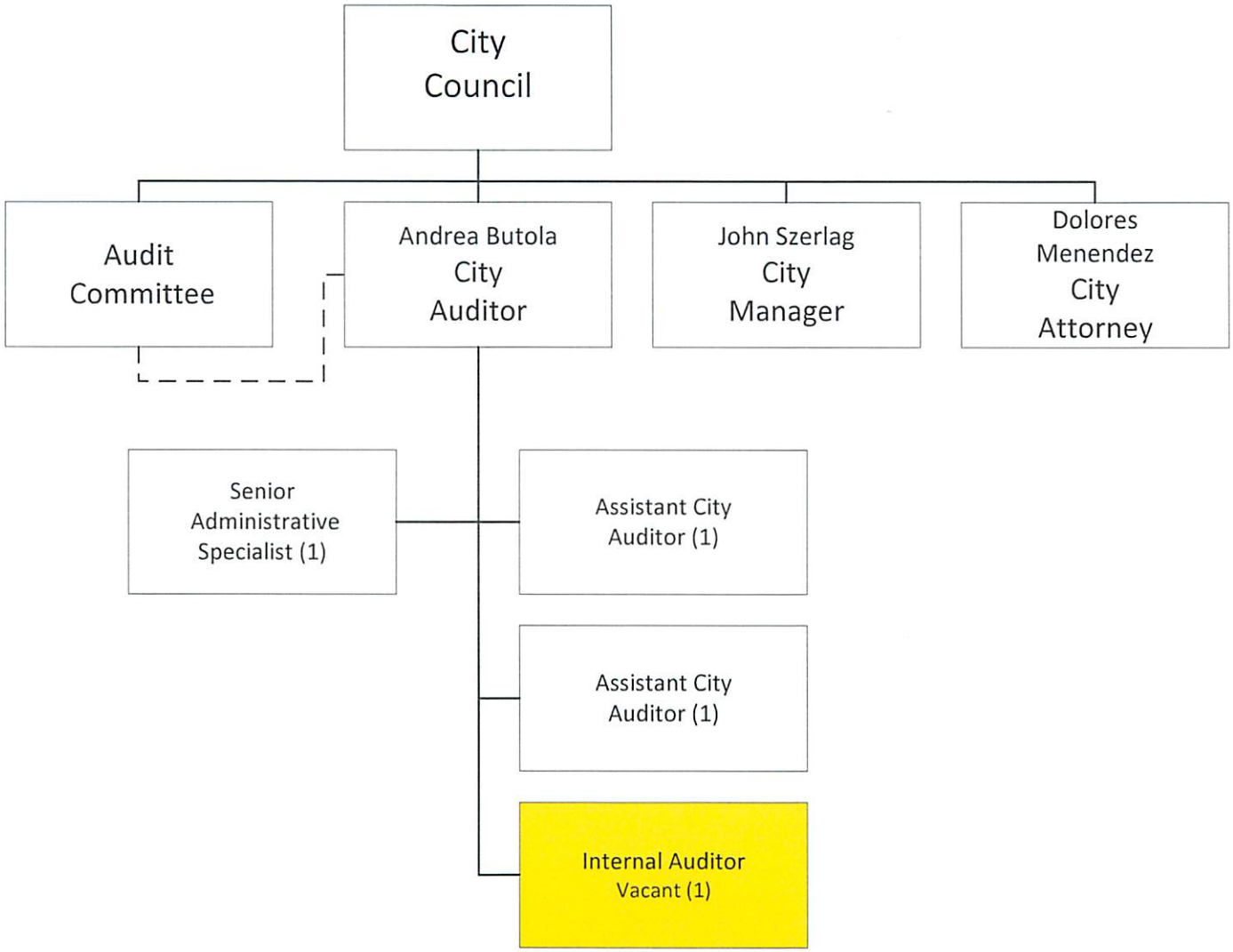
Budget Staff Member Date

City Auditor's Office
Organizational Structure - Current



City of Cape Coral
City Auditor's Office
Current – March 2018 (C)

City Auditor's Office
Organizational Structure - Proposed



City of Cape Coral
City Auditor's Office
Proposed – Dec 2018

Internal Auditor

Class Code:

Pay Grade NB111

Bargaining Unit: SALARY EMPLOYEE

CITY OF CAPE CORAL
Established Date: Nov 15, 2018
Revision Date:

SALARY RANGE

$25.04 - $40.07 Hourly
$52,083.20 - $83,345.60 Annually

GENERAL STATEMENT OF JOB:

SAFETY SENSITIVE: No FINGERPRINTING REQUIRED: Yes

Under the direction of the City Auditor and/or Audit Office Staff, the Internal Auditor completes internal audits, reviews, and special projects as an independent appraisal activity within the City. This position performs as a member of an audit team in conducting operational, performance, compliance, and financial audits of the various administrative departments, divisions and programs of the City in accordance with the professional standards of Internal Audit. Professionally interacts at the executive level with department heads, division managers, City officials, and professional organizations. Audit results are communicated to the City Auditor and/or Assistant City Auditors and City Management through written reports and verbal presentations. Performs related work as required.

SPECIFIC DUTIES AND RESPONSIBILITIES:

The intent of this job description is to provide a representative summary of the major duties and responsibilities performed by incumbents of this job. Incumbents may be requested to perform job-related tasks other than those specifically presented in this description.

- Works as a member of the Audit Office team, in conjunction with the City Auditor, other Assistant City Auditors, Senior Auditors and administrative support staff.
- Conducts audits, audit follow-ups and special projects per the annual audit plan or mandated requests from the City Auditor.
- Responsible for assuring audit services are performed in accordance with the professional standards promulgated by Generally Accepted Government Auditing Standards (GAGAS).
- Creates audit workpapers, and initiates necessary correspondence.
- Ensures that documented workpapers support all audit findings.
- With direction from the City Auditor and/or other Audit Staff, ensures that audits are completed, follow-ups are performed, and special projects are accomplished.
- With direction from the City Auditor and/or an Assistant City Auditor, assists with the preparation of audit reports of audit engagements and resulting findings and recommendations on numerous City programs.
- Keeps the City Auditor and/or Audit Staff informed regarding the status of audits in progress, targeted audit completion and scheduling of the entrance and exit meetings. Informs the City Auditor of important findings and developments.
- Without sacrificing independence, develops professional relationships and maintains ongoing communications with City Management.
- Maintains a professional relationship with City Council members when required.
- Maintains compliance with the City Auditor's Office documented policies and procedures, and makes recommendations on ways to improve the audit work process.
- Monitors compliance with established City policies and procedures, laws and regulations, collective bargaining agreements and all other regulatory requirements as they apply.
- Obtains the required number of annual continuing education credits in order to be in compliance with GAGAS and office policy.
- Along with Department staff, assists the City Auditor in the development of short- and long-range goals and objectives for the City Auditor's Office, and preparation of the annual

strategic and audit plan to be presented to and approved by City Council.
- Understands the Department budget, goals, and objectives and supports Department efforts to ensure their achievement.
- Is willing to share skill sets and expertise with other members of the Audit Office team.
- Maintains knowledge of up-to-date Federal, State and City regulations, policies, and procedures.
- Develops expertise regarding governmental business, accounting, and legal standards.
- May be required to operate a motor vehicle in performance of assigned tasks.
- Performs other related duties as requested by the City Auditor.

MINIMUM QUALIFICATIONS:

Education and Experience

- Bachelor's degree from an accredited college or university in Accounting, Finance, Business or Information Technology or closely related field.

Licenses or Certifications

- Must have a valid Florida Driver's License or obtain within thirty (30) days of hire.

OTHER JOB REQUIREMENTS

- None.

PREFERRED QUALIFICATIONS

- Accounting or auditing experience performing operational, compliance financial and/or information technology audits.

ADDITIONAL MINIMUM QUALIFICATIONS REQUIRED: KNOWLEDGE, SKILLS, AND ABILITIES:

Knowledge of:

- Business English, the application of such to a variety of formats and styles, editing principles, and techniques.
- Financial, accounting, legal, budgeting, management, computer information systems principles and practices.
- Report and record keeping principles and techniques.

Skill in:

- Analytical processes.
- Listening, written and verbal communications for effective expression, clarity, and formal presentations.
- Organization and decision-making.

Ability to:

- Learn legal principles and methods of analytical research
- Learn governmental operations and financial reporting of a local governmental entity is highly desired.
- Learn GAGAS (published by the Comptroller General of the United States) and the International Standards for the Professional Practice of Internal Auditing (published by the Institute of Internal Auditors).
- Learn data analytical software such as IDEA
- Learn risk-based auditing
- Learn and follow Federal, State, City and Department laws, regulations, methods, procedures, policies and practices and terminology as they pertain to the performance of duties of the position.

- Use diplomacy and handle delicate situations with courtesy, tact, and respect.
- Maintain a reputation for honesty, credibility and ethics that is beyond reproach.
- Function well as a member of a team and build consensus between diverse stakeholders.
- Establish and maintain working relationships with all levels of local government, committees, citizen groups, etc.
- Utilize computer technology for analysis and research.
- Exercise discretion and maintain confidentiality of sensitive information received and processed.
- Exercise judgment and make decisions in accordance with established laws, regulations, ordinances, departmental policies and procedures.
- Effectively convey ideas and information verbally and in writing using language that is appropriate to both the complexity of the topic and the knowledge and understanding of the audience.
- Read and interpret various technical materials, ranging from moderate to complex terminology, associated with job functions.
- Learn and utilize new skills and information to improve job performance and efficiency.
- Utilize various modern computer word processing, spreadsheet, and database applications, to include Microsoft Word, Excel, PowerPoint and Visio.
- Utilize a variety of modern office equipment, e.g., computers, facsimile machines, copiers, and scanners.
- Organize work for efficient results and accuracy.

MINIMUM STANDARDS REQUIRED:

WORK ENVIRONMENT/ CONDITIONS

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Tasks are performed in a common office environment.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The position is generally *sedentary*. Employees sit most of the time and may walk or stand for brief periods. Tasks may require some unassisted lifting, carrying, pushing, and/or pulling of lightweight objects up to 20 pounds. Tasks may require prolonged periods of visual concentration or keyboard/mouse use.

Requires the ability to speak, hear (perceive sound) and/or signal people to convey and exchange information; differentiate between colors or shades of color; read a variety of materials, at times complex; apply principles of rational problem-solving; record and deliver information, explain procedures, issue and follow oral and written instructions; and communicate effectively and efficiently in Standard English.

RESOLUTION 281 - 18

A RESOLUTION OF THE CITY OF CAPE CORAL, FLORIDA, PROVIDING FOR THE APPROVAL OF THE CREATION OF A NEW POSITION CLASSIFICATION OF INTERNAL AUDITOR, AND PROVIDING FOR NON-COMPETITIVE ELEVATION TO SENIOR AUDITOR; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the structure of the City Auditor's office currently has two Assistant City Auditor positions at Pay Grade NB117 and one Senior Auditor at Pay Grade NB114; and

WHEREAS, the Senior Auditor position is currently vacant; and

WHEREAS, the City Auditor has attempted to hire the Senior Auditor position but has found that many applicants do not meet minimum requirement for auditing experience; and

WHEREAS, the City Auditor desires to create a classification entitled "Internal Auditor" at Pay Grade NB111 in order to have the ability to hire an entry level auditor; and

WHEREAS, Section 2-36.4 of the Code of Ordinances provides for the creation of a new classification upon the determination that the duties and responsibilities of a position are not appropriately described in any existing classification, provided that City Council first approves the creation of the classification and assignment of the pay grade; and

WHEREAS, the City Auditor desires the ability to provide for non-competitive elevations for employees in the "Internal Auditor" classification to be elevated to the "Senior Auditor" position when the City Auditor determines the employee to be qualified; and

WHEREAS, the "Internal Auditor" and the "Senior Auditor" positions will not be filled simultaneously in order to maintain the current number of regular full-time positions within the department, but will give the City Auditor the flexibility to hire at the level of competency and experience desired; and

WHEREAS, the City Council desires to create the classification of "Internal Auditor," and allow the ability for elevation to the "Senior Auditor" position when determined appropriate by the City Auditor.

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

SECTION 1. Pursuant to Section 2-36.4 of the City of Cape Coral Code of Ordinances, the City Council hereby approves the creation of the position of "Internal Auditor" at pay grade NB11. A copy of the job description is attached hereto as Exhibit A.

SECTION 2. The City Council hereby authorizes the ability to provide for non-competitive elevations for employees in the "Internal Auditor" classification to elevate to the "Senior Auditor" classification upon determination by the City Auditor of the appropriate qualifications of the incumbent in the position.

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

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

_____
KIMBERLY BRUNS
INTERIM CITY CLERK

APPROVED AS TO FORM:

Dolores D. Menendez

DOLORES D. MENENDEZ
CITY ATTORNEY
res/Positions-Create Internal Auditor Classifications
11/29/18

EXHIBIT A

Internal Auditor

Class Code:

Pay Grade NB111

Bargaining Unit: SALARY EMPLOYEE

CITY OF CAPE CORAL
Established Date: Nov 15, 2018
Revision Date:

SALARY RANGE

$25.04 - $40.07 Hourly
$52,083.20 - $83,345.60 Annually

GENERAL STATEMENT OF JOB:

SAFETY SENSITIVE: No FINGERPRINTING REQUIRED: Yes

Under the direction of the City Auditor and/or Audit Office Staff, the Internal Auditor completes internal audits, reviews, and special projects as an independent appraisal activity within the City. This position performs as a member of an audit team in conducting operational, performance, compliance, and financial audits of the various administrative departments, divisions and programs of the City in accordance with the professional standards of Internal Audit. Professionally interacts at the executive level with department heads, division managers, City officials, and professional organizations. Audit results are communicated to the City Auditor and/or Assistant City Auditors and City Management through written reports and verbal presentations. Performs related work as required.

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- Maintains a professional relationship with City Council members when required.
- Maintains compliance with the City Auditor's Office documented policies and procedures, and makes recommendations on ways to improve the audit work process.
- Monitors compliance with established City policies and procedures, laws and regulations, collective bargaining agreements and all other regulatory requirements as they apply.
- Obtains the required number of annual continuing education credits in order to be in compliance with GAGAS and office policy.
- Along with Department staff, assists the City Auditor in the development of short- and long-range goals and objectives for the City Auditor's Office, and preparation of the annual

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- Maintains knowledge of up-to-date Federal, State and City regulations, policies, and procedures.
- Develops expertise regarding governmental business, accounting, and legal standards.
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MINIMUM QUALIFICATIONS:

Education and Experience

- Bachelor's degree from an accredited college or university in Accounting, Finance, Business or Information Technology or closely related field.

Licenses or Certifications

- Must have a valid Florida Driver's License or obtain within thirty (30) days of hire.

OTHER JOB REQUIREMENTS

- None.

PREFERRED QUALIFICATIONS

- Accounting or auditing experience performing operational, compliance financial and/or information technology audits.

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- Use diplomacy and handle delicate situations with courtesy, tact, and respect.
- Maintain a reputation for honesty, credibility and ethics that is beyond reproach.
- Function well as a member of a team and build consensus between diverse stakeholders.
- Establish and maintain working relationships with all levels of local government, committees, citizen groups, etc.
- Utilize computer technology for analysis and research.
- Exercise discretion and maintain confidentiality of sensitive information received and processed.
- Exercise judgment and make decisions in accordance with established laws, regulations, ordinances, departmental policies and procedures.
- Effectively convey ideas and information verbally and in writing using language that is appropriate to both the complexity of the topic and the knowledge and understanding of the audience.
- Read and interpret various technical materials, ranging from moderate to complex terminology, associated with job functions.
- Learn and utilize new skills and information to improve job performance and efficiency.
- Utilize various modern computer word processing, spreadsheet, and database applications, to include Microsoft Word, Excel, PowerPoint and Visio.
- Utilize a variety of modern office equipment, e.g., computers, facsimile machines, copiers, and scanners.
- Organize work for efficient results and accuracy.

MINIMUM STANDARDS REQUIRED:

WORK ENVIRONMENT/ CONDITIONS

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Requires the ability to speak, hear (perceive sound) and/or signal people to convey and exchange information; differentiate between colors or shades of color; read a variety of materials, at times complex; apply principles of rational problem-solving; record and deliver information, explain procedures, issue and follow oral and written instructions; and communicate effectively and efficiently in Standard English.

Item Number:	**D.(2)**
Meeting Date:	**12/10/2018**
Item Type:	**PERSONNEL ACTIONS**

AGENDA REQUEST FORM
CITY OF CAPE CORAL

TITLE:
Resolution 283-18 A Resolution creating a new classification of Police Communications Training Coordinator within the Police Department and reclassifying one Lead Telecommunicator to the position; Department: Police; Dollar Value: $5,521 additional; (General Fund)

REQUESTED ACTION:
Approve or Deny

STRATEGIC PLAN INFO:

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

   If Yes, Priority Goals Supported are listed below.

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

PLANNING & ZONING/HEARING EXAMINER/STAFF RECOMMENDATIONS:

SUMMARY EXPLANATION AND BACKGROUND:
The resolution approves the creation of a new classification of "Police Communications Training Coordinator" and the reclassification of one "Lead Telecommunicator" to "Police Communications Training Coordinator".

LEGAL REVIEW:

EXHIBITS:
Memo
Resolution 283-18

PREPARED BY:
Molly Liebegott Division- Administration Department- Human Resources

SOURCE OF ADDITIONAL INFORMATION:

Lisa Sonego, Human Resources Director

ATTACHMENTS:

	Description	Type
🗋	Memo	Backup Material
🗋	Resolution 283-18	Resolution

CAPE CORAL POLICE DEPARTMENT

Office of the Chief of Police

TO: Mayor Coviello and Council Members

FROM: John Szerlag, City Manager
Lisa Sonego, Human Resources Director
David Newlan, Chief of Police

DATE: November 28, 2018

SUBJECT: Communications Training Coordinator Position

This memorandum serves as a request to reclassify one Lead Telecommunicator position in Police Communications and Logistical Support Bureau to a Communications Training Coordinator.

Per the Commission on Accreditation for Law Enforcement Agencies (CALEA), "training" is one of the many standards the department must meet to obtain and retain accreditation. Currently, a Lead Telecommunicator coordinates and conducts all training aspects within the Communications Section.

Upon review, this assignment has grown and evolved over the years into a full-time position including instructing academy classes, handling all aspects of continued educational training for Communications Section employees, following state mandates, as well as conducting monthly Quality Assurance reviews on all Communications Section employees, and quarterly and semi-annual evaluations for new employees.

Based on this evolution, we are seeking to create an appropriated classification and reclassify this Lead Telecommunicator position to the Communications Training Coordinator with a budget impact of $5,521.13. See attached for additional information.

REVIEW OF BUDGETARY IMPACT FOR POSITION CHANGE

*Angela Copping

Payroll Category	Current Position	Proposed Position	Difference
Position Title	Lead Telecommunicator	Communications Training Coordinator	
Employee Group	White Collar	Non-bargaining	
Grade	Gen Pay Grade 14	NB108	
Annual Rate Basis [1]	$29.73	$32.70	
Annualized Rate	$ 61,838.40	$ 68,022.24	$ 6,183.84
Holiday Pay	-	-	-
Add Pay	1,660.00	-	(1,660.00)
FICA	3,936.90	4,217.38	280.48
Medicare	920.73	986.32	65.59
Pension - General	5,505.31	5,897.53	392.22
WC	160.65	346.91	186.26
BCBS High Blue Options	10,332.00	10,332.00	-
LTD	335.27	359.16	23.89
Life	609.58	653.01	43.43
Life AD&D	$ 76.20	$ 81.63	5.43
Total	$ 85,375.04	$ 90,896.18	$ 5,521.13

NOTES:

1. Pension - Estimated normal cost only.

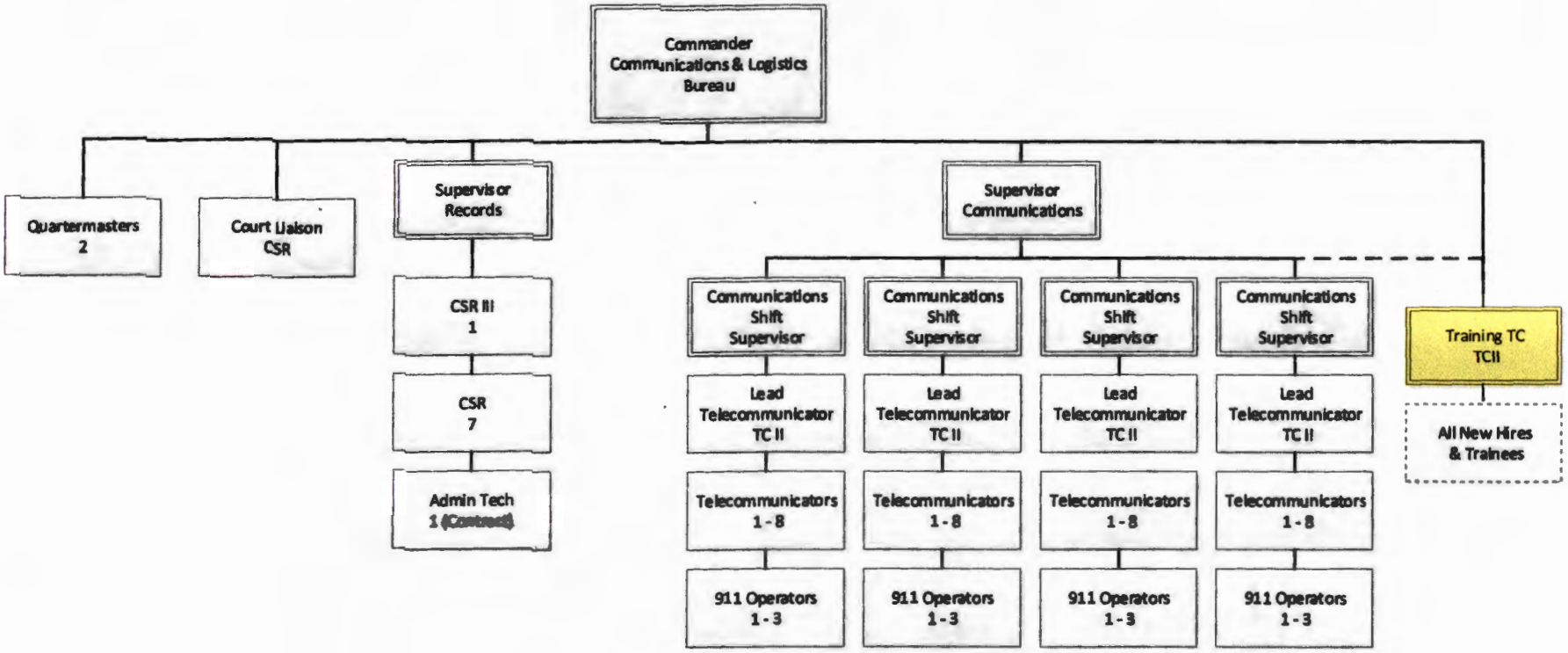
How will the increased budgetary needs be addressed by requesting department?

Payroll savings from Telecommunicator vacancies within Communication & Records Division

Completed by *Jessica Festa* 11/28/2018

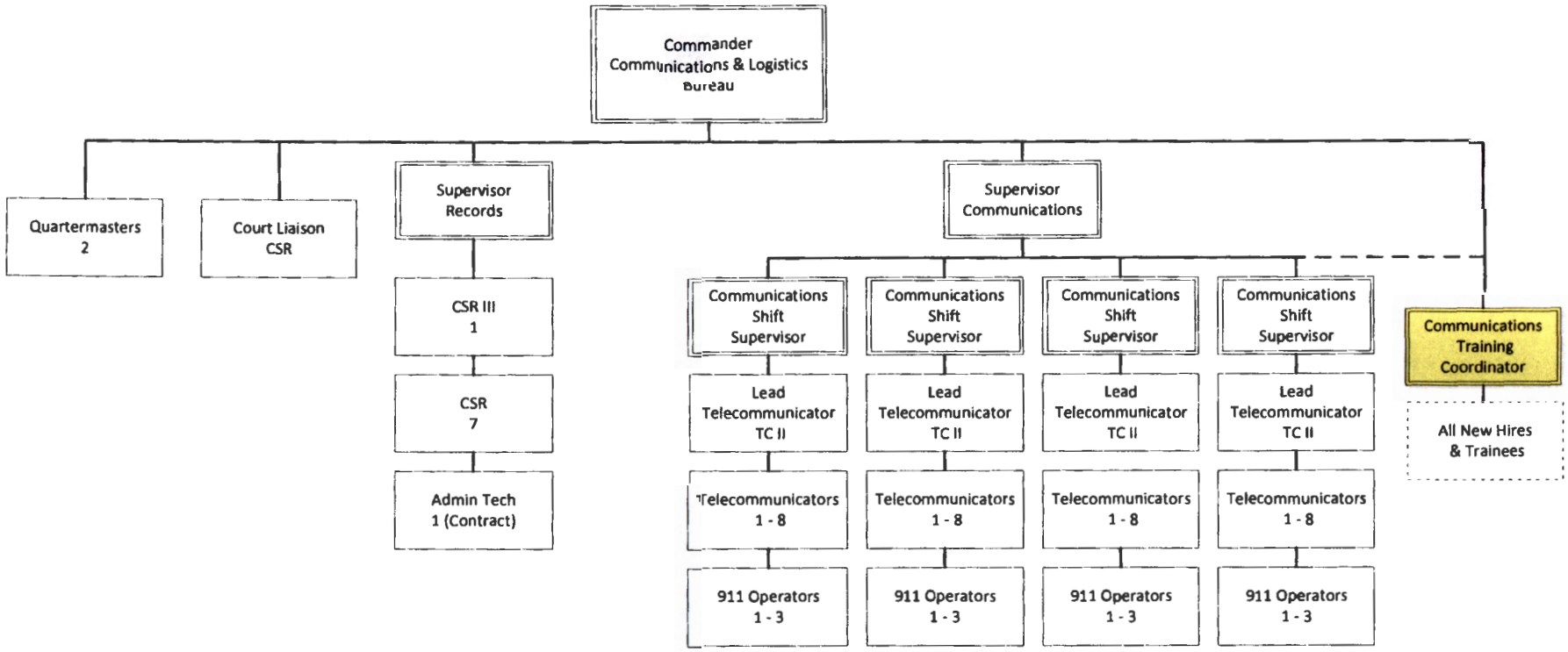
Budget Staff Member Date

Communications & Logistics Bureau



Current: 11/28/2018

Communications & Logistics Bureau



Proposed: Training Coordinator Position Change

	City of Cape Coral, Florida Job Description			
Classification Title	Police Communications Training Coordinator			
Job Unit	Non-Bargaining			
FLSA Status	Non-Exempt		**Pay Grade**	NB108
Pay Range	**Annual:** $44,990.40 - $71,988.80		**Hourly:** $21.63 - $34.61	
Safety Sensitive	No	**Fingerprinting Required**		Yes

GENERAL SUMMARY

Under the general supervision of the Communications/Logistical Support Commander, the Communications Training Coordinator performs professional and administrative work in developing, conducting, implementing, and coordinating training programs. Provides orientation training to newly hired employees including instruction of the eight-week Public Safety Telecommunicator academic course, as well as continuing dispatch education to all employees. Collaborates with the Commander and management staff in training design, needs assessment and review of training resources; evaluates effectiveness of training programs; and other duties relating to training. Conducts monthly Quality Assurance evaluations of all employees.

Individuals assigned to this classification must report to work per their assigned schedule, which may include nights, weekends and holidays.

ESSENTIAL DUTIES & RESPONSIBILITIES

The intent of this job description is to provide a representative summary of the major duties and responsibilities performed by incumbents of this job. Incumbents may be requested to perform job-related tasks other than those specifically presented in this description.

- Analyzes training needs and establishes training objectives.
- Develops, prepares, schedules and administers performance-based, agency-specific, training programs for employees at all levels.
- Advises and consults with management to identify and provide solutions to system training needs.
- Develops and coordinates all training programs including management, supervisory, and public relations.
- Instructs various APCO training classes to include Public Safety Telecommunicator I, Fire Service Communications, and Communications Training Officer.
- Recommends mandatory compliance training and education based on state and federal mandates and regulations.
- Develops and updates the Public Safety Telecommunicator (PST) training academy curriculum as mandated by the Florida Department of Health (DOH).

- Instructs the PST training academy for all new hire employees, as mandated by the Florida Department of Health (DOH), providing training in the Department's policies and procedures, overall organization/structure and DOH curriculum.
- Conducts ongoing in-house continued education training for recertification every 24 months as mandated by the Florida Department of Health.
- Develops departmental on-the-job training programs to promote upward mobility and reduce turnover.
- Determines facility needs and secures classroom space as needed.
- Recruits, critiques, screens and evaluates Communications Training Officers (CTOs) for on-the-job shift training within the Communications center.
- Instructs APCO CTO class to all newly appointed CTOs.
- Conducts ongoing in-house continued education training for all CTOs as required every 24 months.
- Plans, schedules and conducts CTO meeting bi-annually or as needed.
- Reviews and approves all Daily Observation Reports (DORs) received by CTOs documenting the progress of trainees.
- Identifies and assesses performance problems through review of DORs to design an appropriate intervention, solution, or remedial training, if necessary.
- Provides coaching, mentoring, and implementation of all remedial training.
- Evaluates training program effectiveness through analysis of content, presentation, and post-examination of participants.
- Evaluates assigned personnel for efficiency and effectiveness; participates in personnel actions of hiring, promotion, discipline, termination, training and development; resolves or refers personnel problems or grievances; directs and assigns work to employees or volunteers that report to them; and provides technical support and guidance in their work activities.
- Completes all performance appraisals of new hire employees during the training phase and assures appraisals are completed properly and submitted in a timely manner; compiles data and prepares analyses of ratings.
- Establishes and maintains a library, records and files of training courses, registrations, course attendance, materials and other information to meet certification requirements.
- Conducts monthly Quality Assurance (QA) evaluations on all employees, reviewing employee interaction with citizens and public safety personnel for quality assurance purposes.
- Works with QA results to address any areas of concern. Will provide implementation of corrective actions as necessary.

- Plans, organizes, and participates in various recruitment activities to attract qualified job applicants.
- May be required to operate a motor vehicle in performance of assigned tasks.
- Performs related duties as required.

MINIMUM QUALIFICATIONS

Education and Experience

- Associate's degree from an accredited college or university; or High school diploma/GED and four (4) additional years of related experience.
- Four (4) years of experience at the Lead Telecommunicator level in a combined Police/Fire 911 communications center.

Licenses or Certifications

- State of Florida 911 Public Safety Telecommunicator certification, FCIC / NCIC certification, APCO Public Safety Telecommunicator I certification and APCO Fire Service Communications (FSC) certification.
- APCO Communication Center Supervisor and Communication Training Officer certifications required within eleven (11) months of hire or promotion.
- APCO Instructor for PST I, FSC, and CTO certifications required within eleven (11) months of hire or promotion.
- Must possess a valid state driver's license or obtain a valid Florida driver's license within thirty (30) days of hire or promotion.

OTHER JOB REQUIREMENTS

- None.

PREFERRED QUALIFICATIONS

- None.

KNOWLEDGE, SKILLS AND ABILITIES REQUIRED

Knowledge of:

- Learning theory and training and development principles, practices, methods and resources for adult learners.
- Syllabus development and instructional techniques.
- Audio-visual equipment and other training aids.
- City of Cape Coral geography, including jurisdictions for both Police and Fire departments.

- Advanced use of computer aided dispatching, mapping, 9-1-1 telephone equipment including TTY/TDD and radio equipment.
- Public Safety communication practices and procedures.
- Computerized FCIC / NCIC policies and procedures.
- Effective supervisory principles and techniques.
- Report and record keeping principles and techniques.
- City alarm systems.
- Effective leadership principles and techniques.

Skill in:

- Written, verbal, electronic, and visual communications for effective expression and clarity.
- Use of modern office equipment and various computer programs and applications, to include Microsoft Word, Excel, PowerPoint and Outlook.
- Application of instructional methods and procedures using audio-visual and other training aids.
- Organization, prioritization, and time management.
- Judgment and comparison.

Ability to:

- Learn City Charter, Citywide administrative regulations, applicable Citywide departmental policies, Personnel Ordinance, Collective Bargaining Agreements and other regulatory documents as required to complete tasks and assignments.
- Learn City/Department-specific regulations and applications as required to complete tasks and assignments.
- Research, develop, implement, coordinate, present and administer various types of educational curriculum.
- Research and identify training and development resources and acquire appropriate resources for use in the communications training program.
- Plan, prepare and deliver effective training programs and stimulate enthusiasm in participants.
- Operate and effectively use audio-visual and other training aids.
- Develop classroom schedules.
- Develop, maintain and analyze training files and/or records and prepare reports.
- Deal effectively with diverse groups of individuals in training situations.

- Work a flexible schedule to meet the training needs of the department (may include night and/or weekend hours).
- Effectively evaluate personnel and provide remedial training as necessary.
- Subjectively perform monthly Quality Assurance evaluations on all employees.
- Relate to people beyond giving and receiving instructions, to include applying consistent respect, courtesy and tact in considerable public contact, with the media, and/or in delicate or confrontational situations.
- Develop and maintain effective working relationships with management, City Officials, subordinate personnel and other departments.
- Adapt to performing under frequent deadlines and/or in response to emergencies.
- Convey a sense of authority and influence.
- Apply sound judgment and interpretation based on acquired knowledge in circumstances where limited standardization exists.
- Read and interpret various technical materials, ranging from moderate to complex terminology, associated with job functions.
- Handle a multitude of diverse tasks simultaneously while maintaining an attention to detail for the purpose of ensuring accuracy in task performance.
- Exercise discretion in matters of a sensitive and confidential nature.
- Compare and/or judge the readily observable, functional, or composite characteristics of data, equipment or monitors.
- Draw valid conclusions in task processing and prioritization.
- Utilize principles of rational and influence systems.
- Adapt new technology and methods to increase program effectiveness.
- Organize and review work for efficient results and accuracy.
- Add, subtract, multiply and divide.
- Inspect items for proper length, width and shape, and visually read various types of information.

WORK ENVIRONMENT/ CONDITIONS

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Tasks are generally performed in a common office environment.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The position involves *light physical demands*, such as exerting up to 20 lbs. of force occasionally, and/or up to 10 lbs. of force frequently, and/or a negligible amount of force constantly to move objects. Tasks may require prolonged periods of visual concentration and require moderate levels of eye/hand/foot coordination.

Requires the ability to speak, hear (perceive sound) and/or signal people to convey and exchange information; differentiate between colors or shades of color; read a variety of materials, at times complex; apply principles of rational problem-solving; record and deliver information, explain procedures, issue and follow oral and written instructions; and communicate effectively and efficiently in Standard English.

RESOLUTION 283 - 18

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CAPE CORAL, FLORIDA, APPROVING THE CREATION OF A NEW CLASSIFICATION OF POLICE COMMUNICATIONS TRAINING COORDINATOR AND THE RECLASSIFICATION OF ONE LEAD TELECOMMUNICATOR TO POLICE COMMUNICATIONS TRAINING COORDINATOR; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Police Communications and Logistical Support Bureau employs Lead Telecommunicators who direct and supervise Telecommunicators and 911 Operators; and

WHEREAS, one of the Lead Telecommunicators began creating a training program in 2010 which involves coordinating or conducting all training within the communications section; and

WHEREAS, in June 2011, the Cape Coral Police Department became a state-approved training facility and received recertification in 2013, 2015, and 2017; and

WHEREAS, Section 2-36.4 of the Code of Ordinances provides for the creation of a new classification upon the determination that the duties and responsibilities of a position are not appropriately described in any existing classification, provided that City Council first approves the creation of the classification and assignment of the pay grade; and

WHEREAS, the City Manager has determined that the new classification of Police Communications Training Coordinator at Pay Grade NB108 is necessary in order to capture the duties and responsibilities of a position; and

WHEREAS, Section 2-36.6 requires City Council to approve the reclassification of positions where the duties and responsibilities have materially changed and be approved by City Council if the reclassification is more than four pay grades higher or lower than the pay grade for the position prior to the reclassification; and

WHEREAS, the Chief of Police is requesting that one Lead Telecommunicator at General Pay Grade 14 be reclassified to Communications Training Coordinator at Pay Grade NB108; and

WHEREAS, the City Manager finds that the reclassification set forth above is in the best interest of the City.

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

SECTION 1. Pursuant to Section 2-36.4 of the City of Cape Coral Code of Ordinances, the City Council hereby approves the creation of the positions of "Police Communications Training Coordinator" at pay grade NB108. A copy of the job description is attached hereto as Exhibit A.

SECTION 2. The City Council hereby approves, pursuant to Section 2-36.6 of the Code of Ordinances, the reclassification of one "Lead Telecommunicator" at General Pay Grade 14 to "Police Communications Training Coordinator" at pay grade NB108.

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

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

_____
KIMBERLY BRUNS
INTERIM CITY CLERK

APPROVED AS TO FORM:

_____
DOLORES D. MENENDEZ
CITY ATTORNEY
res/Positions-Reclassification Police
11/30/18

EXHIBIT A

	City of Cape Coral, Florida Job Description		
Classification Title	Police Communications Training Coordinator		
Job Unit	Non-Bargaining		
FLSA Status	Non-Exempt	**Pay Grade**	NB108
Pay Range	**Annual:** $44,990.40 - $71,988.80	**Hourly:** $21.63 - $34.61	
Safety Sensitive	No	**Fingerprinting Required**	Yes

GENERAL SUMMARY

Under the general supervision of the Communications/Logistical Support Commander, the Communications Training Coordinator performs professional and administrative work in developing, conducting, implementing, and coordinating training programs. Provides orientation training to newly hired employees including instruction of the eight-week Public Safety Telecommunicator academic course, as well as continuing dispatch education to all employees. Collaborates with the Commander and management staff in training design, needs assessment and review of training resources; evaluates effectiveness of training programs; and other duties relating to training. Conducts monthly Quality Assurance evaluations of all employees.

Individuals assigned to this classification must report to work per their assigned schedule, which may include nights, weekends and holidays.

ESSENTIAL DUTIES & RESPONSIBILITIES

The intent of this job description is to provide a representative summary of the major duties and responsibilities performed by incumbents of this job. Incumbents may be requested to perform job-related tasks other than those specifically presented in this description.

- Analyzes training needs and establishes training objectives.
- Develops, prepares, schedules and administers performance-based, agency-specific, training programs for employees at all levels.
- Advises and consults with management to identify and provide solutions to system training needs.
- Develops and coordinates all training programs including management, supervisory, and public relations.
- Instructs various APCO training classes to include Public Safety Telecommunicator I, Fire Service Communications, and Communications Training Officer.
- Recommends mandatory compliance training and education based on state and federal mandates and regulations.
- Develops and updates the Public Safety Telecommunicator (PST) training academy curriculum as mandated by the Florida Department of Health (DOH).

- Instructs the PST training academy for all new hire employees, as mandated by the Florida Department of Health (DOH), providing training in the Department's policies and procedures, overall organization/structure and DOH curriculum.
- Conducts ongoing in-house continued education training for recertification every 24 months as mandated by the Florida Department of Health.
- Develops departmental on-the-job training programs to promote upward mobility and reduce turnover.
- Determines facility needs and secures classroom space as needed.
- Recruits, critiques, screens and evaluates Communications Training Officers (CTOs) for on-the-job shift training within the Communications center.
- Instructs APCO CTO class to all newly appointed CTOs.
- Conducts ongoing in-house continued education training for all CTOs as required every 24 months.
- Plans, schedules and conducts CTO meeting bi-annually or as needed.
- Reviews and approves all Daily Observation Reports (DORs) received by CTOs documenting the progress of trainees.
- Identifies and assesses performance problems through review of DORs to design an appropriate intervention, solution, or remedial training, if necessary.
- Provides coaching, mentoring, and implementation of all remedial training.
- Evaluates training program effectiveness through analysis of content, presentation, and post-examination of participants.
- Evaluates assigned personnel for efficiency and effectiveness; participates in personnel actions of hiring, promotion, discipline, termination, training and development; resolves or refers personnel problems or grievances; directs and assigns work to employees or volunteers that report to them; and provides technical support and guidance in their work activities.
- Completes all performance appraisals of new hire employees during the training phase and assures appraisals are completed properly and submitted in a timely manner; compiles data and prepares analyses of ratings.
- Establishes and maintains a library, records and files of training courses, registrations, course attendance, materials and other information to meet certification requirements.
- Conducts monthly Quality Assurance (QA) evaluations on all employees, reviewing employee interaction with citizens and public safety personnel for quality assurance purposes.
- Works with QA results to address any areas of concern. Will provide implementation of corrective actions as necessary.

- Plans, organizes, and participates in various recruitment activities to attract qualified job applicants.
- May be required to operate a motor vehicle in performance of assigned tasks.
- Performs related duties as required.

MINIMUM QUALIFICATIONS

Education and Experience

- Associate's degree from an accredited college or university; or High school diploma/GED and four (4) additional years of related experience.
- Four (4) years of experience at the Lead Telecommunicator level in a combined Police/Fire 911 communications center.

Licenses or Certifications

- State of Florida 911 Public Safety Telecommunicator certification, FCIC / NCIC certification, APCO Public Safety Telecommunicator I certification and APCO Fire Service Communications (FSC) certification.
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- APCO Instructor for PST I, FSC, and CTO certifications required within eleven (11) months of hire or promotion.
- Must possess a valid state driver's license or obtain a valid Florida driver's license within thirty (30) days of hire or promotion.

OTHER JOB REQUIREMENTS

- None.

PREFERRED QUALIFICATIONS

- None.

KNOWLEDGE, SKILLS AND ABILITIES REQUIRED

Knowledge of:

- Learning theory and training and development principles, practices, methods and resources for adult learners.
- Syllabus development and instructional techniques.
- Audio-visual equipment and other training aids.
- City of Cape Coral geography, including jurisdictions for both Police and Fire departments.

- Advanced use of computer aided dispatching, mapping, 9-1-1 telephone equipment including TTY/TDD and radio equipment.
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- Use of modern office equipment and various computer programs and applications, to include Microsoft Word, Excel, PowerPoint and Outlook.
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- Organization, prioritization, and time management.
- Judgment and comparison.

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- Develop classroom schedules.
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- Deal effectively with diverse groups of individuals in training situations.

- Work a flexible schedule to meet the training needs of the department (may include night and/or weekend hours).
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- Develop and maintain effective working relationships with management, City Officials, subordinate personnel and other departments.
- Adapt to performing under frequent deadlines and/or in response to emergencies.
- Convey a sense of authority and influence.
- Apply sound judgment and interpretation based on acquired knowledge in circumstances where limited standardization exists.
- Read and interpret various technical materials, ranging from moderate to complex terminology, associated with job functions.
- Handle a multitude of diverse tasks simultaneously while maintaining an attention to detail for the purpose of ensuring accuracy in task performance.
- Exercise discretion in matters of a sensitive and confidential nature.
- Compare and/or judge the readily observable, functional, or composite characteristics of data, equipment or monitors.
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- Utilize principles of rational and influence systems.
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The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

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The position involves *light physical demands*, such as exerting up to 20 lbs. of force occasionally, and/or up to 10 lbs. of force frequently, and/or a negligible amount of force constantly to move objects. Tasks may require prolonged periods of visual concentration and require moderate levels of eye/hand/foot coordination.

Requires the ability to speak, hear (perceive sound) and/or signal people to convey and exchange information; differentiate between colors or shades of color; read a variety of materials, at times complex; apply principles of rational problem-solving; record and deliver information, explain procedures, issue and follow oral and written instructions; and communicate effectively and efficiently in Standard English.

Item Number:	**F.(1)**
Meeting Date:	**12/10/2018**
Item Type:	**APPOINTMENTS TO BOARDS / COMMITTEES / COMMISSIONS**

AGENDA REQUEST FORM
CITY OF CAPE CORAL

TITLE:
Golf Course Advisory Board - 2 Vacancies

REQUESTED ACTION:
Appoint

STRATEGIC PLAN INFO:

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

PLANNING & ZONING/HEARING EXAMINER/STAFF RECOMMENDATIONS:

SUMMARY EXPLANATION AND BACKGROUND:
Vacancy: 2 vacancies
Expiration: Current expiration date is 12/31/2018. New expiration date is 12/31/2020.
Applications: Four: Tom Hinkle, re-appointment, David Kenney, re-appointment, Duane A Kolesar appointment, and David E Jimenez -appointment.
Advertisement: The vacancies were advertised on October 26, 2018 in the Breeze and were posted on the City website and Facebook page.

LEGAL REVIEW:

EXHIBITS:
Applicant - Tom Hinkle, Re-appointment
Applicant - David Jimenez
Applicant - David Kenney, Re-appointment
Applicant - Duane Kolesar
Board Sheet

PREPARED BY:

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

SOURCE OF ADDITIONAL INFORMATION:

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

ATTACHMENTS:

	Description	Type
🗋	Applicant -Tom Hinkle - Re-appointment	Backup Material
🗋	Applicant - David E Jimenez	Backup Material
🗋	Applicant - David Kenney - Re-appointment	Backup Material
🗋	Applicant - Duane Kolesar	Backup Material
🗋	Board Sheet	Backup Material

RECEIVED

OCT 19 2018

CITY OF CAPE CORAL
CITY CLERKS OFFICE

CITY OF CAPE CORAL
APPOINTMENT INFORMATION FORM

Initials: _____

This Appointment Information Form, when completed, signed and filed with the City Clerk's Office, is a PUBLIC RECORD under Chapter 119, Florida Statutes, and, therefore, is open to public inspection by any person.

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

Please Type, if possible (or print clearly) Date: 10.18.18

Name: HINKLE (Last) TOM (First) WENTZ (Middle)

E-mail address: THINKLE64@COMCAST.NET

Address: (H) 5703 ROSE GARDEN RD Zip Code 33914

(O) _____ Zip Code _____

Phone: (H) 542.7686 (O) 540 1893 (C) 826 5282

Occupation: ARCHITECT

Employer: SELF Position: PRES. How Long: 25 Y

Education: Highest education level achieved and institutions attended:

Name & Location	Dates Attended	Degrees Earned
CLEMSON UNIVERSITY	82-86	BACH OF DESIGN
11	87-88	MASTERS OF ARCH

Have you ever held a professional or business license or certificate? Yes X No ____

If "Yes", please provide the title, issue date and issuing authority.

License/Certificate Title	Issue Date	Issuing Authority
ARCHITECTURE & INTERIOR DESIGN AR13029	2/15/91	STATE OF FLORIDA

Board(s) /Commission(s) for which you are applying:

GOLF COURSE ADVISORY BOARD

1. Are you a U.S. Citizen? Yes X No ____
2. Are you a Cape Coral Resident? Yes X No ____
3. Are you currently serving on a City Board(s)? Yes X No ____

   If yes, which Board(s) and since when?

4. Have you ever served on a City Board(s)? Yes X No ____

   If yes, which Board(s) and when?

   HISTORIC BOARD

5. Are you currently serving on a Board, Authority, or Commission for another governmental agency?

   Yes ____ No X If yes, what Board, etc. and since when?

Work Experience:
CARTER & BURGESS 87-92
SELF 92- PRES

Community Involvement:
CAPE CORAL LITTLE LEAGUE

Interests/Activities:
GOLF, FISHING, DESIGN

Why do you desire to serve on this/these Board(s)?
DESIRE TO KEEP FACILITY UNDER CITY CONTROL. HAVE A NUMBER OF IDEAS TO IMPROVE THIS CITY ASSET.

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

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

Florida law requires that members of certain Boards file a financial disclosure form. Would you be willing to file a financial disclosure form? Yes____ No____

The City of Cape Coral Code of Ordinances, Section 2-60 has a limitation on offices held; however, this can be waived by a two-thirds (2/3) vote of City Council. If you are already serving on a Board, Authority, or Commission for the City of Cape Coral or for another governmental agency, you would have to be approved by a two-thirds (2/3) vote.

The City of Cape Coral Code of Ordinances, Section 2-57 states that an applicant for membership on a board, committee, or commission or a sitting member of those bodies shall not have any delinquent accounts with the City of Cape Coral at the time of appointment.

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

Signature _____ Date 10.19.18

If you have any questions, please call the office of the City Clerk at (239) 574-0411. Return this form to:

City of Cape Coral, City Clerk's Office, P.O. Box 150027, Cape Coral, Florida 33915-0027

FOR OFFICIAL USE ONLY
Interviewed: Date:_____ Yes____ No____

Council Action: Date:_____

RECEIVED

NOV 19 2018

CITY OF CAPE CORAL
CITY CLERKS OFFICE

CITY OF CAPE CORAL
APPOINTMENT INFORMATION FORM

Initials: DJ

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Please Type, if possible (or print clearly) Date: 11-18-18

Name: Jimenez (Last) David (First) E (Middle)

E-mail address: youreMailingDave@gmail.com

Address: (H) 1918 NW 10TH ST Cape Coral FL Zip Code 33993

(O) _____ Zip Code _____

Phone: (H) _____ (O) _____ (C) (856) 264-4006

Occupation: Instrumentation Tech

Employer: City of Cape Coral Position: Instrumentation How Long: 10 yrs

Education: Highest education level achieved and institutions attended:

Name & Location	Dates Attended	Degrees Earned
Edgewood High School	97-01	High school

Have you ever held a professional or business license or certificate? Yes ____ No X

If "Yes", please provide the title, issue date and issuing authority.

License/Certificate Title	Issue Date	Issuing Authority

Board(s) /Commission(s) for which you are applying:
Cape Coral Golf Course

1. Are you a U.S. Citizen? Yes X No ____
2. Are you a Cape Coral Resident? Yes X No ____
3. Are you currently serving on a City Board(s)? Yes ____ No X
   If yes, which Board(s) and since when?
4. Have you ever served on a City Board(s)? Yes ____ No X
   If yes, which Board(s) and when?
5. Are you currently serving on a Board, Authority, or Commission for another governmental agency?
   Yes ____ No X If yes, what Board, etc. and since when?

Work Experience:
US NAVY (ENGINEMAN), Lee County water PLANT OPERATOR, City of Cape Coral WATER PLANT OPERATOR

Community Involvement:
Cape Coral Democrat Board member, Boy Scout troop leader

Interests/Activities:
Golfing, Bike Riding, Reading, movies

Why do you desire to serve on this/these Board(s)?
Would like to continue family friendly, low cost golfing within the Cape.

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

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

Florida law requires that members of certain Boards file a financial disclosure form. Would you be willing to file a financial disclosure form? Yes X No____

The City of Cape Coral Code of Ordinances, Section 2-60 has a limitation on offices held; however, this can be waived by a two-thirds (2/3) vote of City Council. If you are already serving on a Board, Authority, or Commission for the City of Cape Coral or for another governmental agency, you would have to be approved by a two-thirds (2/3) vote.

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FOR OFFICIAL USE ONLY
Interviewed: Date:_____ Yes____ No____

Council Action: Date:_____

RECEIVED

OCT 15 2018

CITY OF CAPE CORAL
CITY CLERKS OFFICE

CITY OF CAPE CORAL
APPOINTMENT INFORMATION FORM

Initials: DAK

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Please Type, if possible (or print clearly) Date: 10/11/18

Name: KENNEY (Last) DAVID (First) A (Middle)

E-mail address: flsaltbass@gmail.com

Address: (H) 832 SW 11th COURT, CAPE CORAL Zip Code 33991

(O) _____ Zip Code _____

Phone: (H) _____ (O) 2395240750 (C) 239 292 3396

Occupation: ASSOCIATE PROJECT MANAGER

Employer: CITY OF CAPE CORAL Position: ASSOC. PROJ. MNGR How Long: 13+ YRS

Education: Highest education level achieved and institutions attended:

Name & Location	Dates Attended	Degrees Earned
NAUGATUCK COMM COLLEGE	1997-2003	ASME

Have you ever held a professional or business license or certificate? Yes ____ No x

If "Yes", please provide the title, issue date and issuing authority.

License/Certificate Title	Issue Date	Issuing Authority

Board(s) /Commission(s) for which you are applying:

GOLF COURSE ADVISORY BOARD

1. Are you a U.S. Citizen? Yes ✓ No ____
2. Are you a Cape Coral Resident? Yes ✓ No ____
3. Are you currently serving on a City Board(s)? Yes ✓ No ____

   If yes, which Board(s) and since when?

   GOLF COURSE ADVISORY BOARD
4. Have you ever served on a City Board(s)? Yes ✓ No ____

   If yes, which Board(s) and when?

   GOLF COURSE ADVISORY BOARD
5. Are you currently serving on a Board, Authority, or Commission for another governmental agency?

   Yes ____ No ✓ If yes, what Board, etc. and since when?

Work Experience:

13+ YRS WITH CITY OF CAPE CORAL
2 YRS WITH SHAW AERO (NOW PARKER AEROSPACE)

Community Involvement:

Interests/Activities:

GOLF, WOODWORKING, FISHING

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

I'M PROUD TO HAVE SERVED ON THIS BOARD, AND WISH TO CONTINUE TO IMPROVE AND HELP THE GOLF COURSE SUCCEED

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

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

Florida law requires that members of certain Boards file a financial disclosure form. Would you be willing to file a financial disclosure form? Yes ✓ No____

The City of Cape Coral Code of Ordinances, Section 2-60 has a limitation on offices held; however, this can be waived by a two-thirds (2/3) vote of City Council. If you are already serving on a Board, Authority, or Commission for the City of Cape Coral or for another governmental agency, you would have to be approved by a two-thirds (2/3) vote.

The City of Cape Coral Code of Ordinances, Section 2-57 states that an applicant for membership on a board, committee, or commission or a sitting member of those bodies shall not have any delinquent accounts with the City of Cape Coral at the time of appointment.

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

Signature _____ Date 10/11/18

If you have any questions, please call the office of the City Clerk at (239) 574-0411. Return this form to:

City of Cape Coral, City Clerk's Office, P.O. Box 150027, Cape Coral, Florida 33915-0027

FOR OFFICIAL USE ONLY
Interviewed: Date:_____ Yes____ No____

Council Action: Date:_____

CITY OF CAPE CORAL
APPOINTMENT INFORMATION FORM

RECEIVED
OCT 30 2018
CITY CLERKS OFFICE

Initials: A. D. K.

This Appointment Information Form, when completed, signed and filed with the City Clerk's Office, is a PUBLIC RECORD under Chapter 119, Florida Statutes, and, therefore, is open to public inspection by any person.

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

Please Type, if possible (or print clearly) Date: Oct. 26, 2018

Name: Kolesar (Last) A. (First) Duane (Middle)

E-mail address: duane.kolesar@Gmail.com

Occupation: Retired - Lean Transformation Specialist, Supply Chain

Employer: Lee Health System Position: LTS How Long: 7 years

Education: Highest education level achieved and institutions attended:

Name & Location	Dates Attended	Degrees Earned
Youngstown State Univ	06-68 to 06-73	BS in Bus Admin

Have you ever held a professional or business license or certificate? Yes ____ No X
If "Yes", please provide the title, issue date and issuing authority.

License/Certificate Title	Issue Date	Issuing Authority

Board(s) /Commission(s) for which you are applying: Golf Advisory Board

1. Are you a U.S. Citizen? Yes X No ____
2. Are you a Cape Coral Resident? Yes X No ____
3. Are you currently serving on a City Board(s)? Yes ____ No X
   If yes, which Board(s) and since when?
4. Have you ever served on a City Board(s)? Yes ____ No X
   If yes, which Board(s) and when?
5. Are you currently serving on a Board, Authority, or Commission for another governmental agency?
   Yes ____ No X If yes, what Board, etc. and since when?

Work Experience:

Sr Project Manager - USC Consulting Group LLC - 17 years
Lean Transformation Specialist Supply Chain Consultant -
Lee Health (Formerly Lee Memorial Health System) 7 years

Community Involvement:

Special Events Coordinator - St. Michael Lutheran Church
4 mile Cove Next Door Community Watch

Interests/Activities:

Playing Golf, Hiking, outdoor Music Events
Travel

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

To provide input and ideas to help City of Cape Coral make a quality Golf Course available to residents. CC is 2nd largest City in Florida, and does not have a high quality golf experience

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

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

Florida law requires that members of certain Boards file a financial disclosure form. Would you be willing to file a financial disclosure form? Yes____ No X

The City of Cape Coral Code of Ordinances, Section 2-60 has a limitation on offices held; however, this can be waived by a two-thirds (2/3) vote of City Council. If you are already serving on a Board, Authority, or Commission for the City of Cape Coral or for another governmental agency, you would have to be approved by a two-thirds (2/3) vote.

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

A. Duane Kobson
Signature

10-26-18
Date

If you have any questions, please call the office of the City Clerk at (239) 574-0411. Return this form to:

City of Cape Coral, City Clerk's Office, P.O. Box 150027, Cape Coral, Florida 33915-0027

FOR OFFICIAL USE ONLY			
Interviewed:	Date:_____	Yes____	No____
Council Action:	Date:_____		

CITY OF CAPE CORAL
GOLF COURSE ADVISORY BOARD

BOARD INFO	MEMBERS	PHONE	INITIAL APPOINT	LAST REAPPOINT	TERM EXPIRES
Established by Ordinance 128-00 & 70-01 and modified by Ordinance 156-05, 9-12 Discuss the management, financial, and daily operations of the City-owned Coral Oaks Golf Course. Their goal is to make recommendations to Council to ensure Coral Oaks remains a top quality facility. Seven Members President of the MGA President of the WGA Five Golfers familiar with golf related activities All members shall be residents of the City of Cape Coral and be golfers familiar with golf operations and Citizens of the United States. Five Members appointed by City Council *Shall serve for the time period that they are President of their respective Association. Other members serve two year term. Financial Disclosure Required: No Board Liaison: Dave Stokes Board Secretary: Patricia Sorrels 239-574-0415	**President LGA** Sue Kennedy 4115 SE 1ST AVE Cape Coral, FL 33904	239 549-2908	* 5/22/2018	*	*
	Pres, MGA / Vice Chair Edward Crann 609 SE 25th Terrace Cape Coral, FL 33904	1-239-248-5258 (h)	*	*	*
	Mark Selby Sr. 2436 Van Buren Parkway Cape Coral, FL 33993	994-0823	9/19/2016	12/4/2017	12/31/2019
	Dave Kenney 832 SW 11th Ct Cape Coral, FL 33991	292-3396 (c) 574-0750	11/26/2012	11/28/2016	12/31/2018
	Tom Hinkle 5703 Rose Garden RD Cape Coral, FL 33914	239-542-7686	826-5282		12/31/2018
	CHAIR Jay Woodall 2106 SE 14th Terrace Cape Coral, FL 33990	772-4508 (h) 703-403-2929 (c)	12/15/2014	12/4/2017	12/31/2019
	Ronald Frey 3509 SE 8th Ave Cape Coral, FL 33904	542-5035 (h) 860-368-1734 (c)	1/27/2014	12/4/2017	12/31/2019

Updated: 11/8/2018

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Item Number:	**A.(1)**
Meeting Date:	**12/10/2018**
Item Type:	**ORDINANCES/RESOLUTIONS - Public Hearings**

AGENDA REQUEST FORM
CITY OF CAPE CORAL

TITLE:
Ordinance 80-18 (ZA 18-0007*) Public Hearing "Advertisement error occurred, Public Hearing must be rescheduled after re-introduction."

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 application for rezoning.
Staff Recommendation: Staff recommends approval.

SUMMARY EXPLANATION AND BACKGROUND:
An ordinance amending the City of Cape Coral Official Zoning District Map by rezoning property described as Lots 1-28 and 55-82, Block 3170, Cape Coral Unit 66, from Pedestrian Commercial (C-1) to Single-Family Residential (R-1B) zone; property located north of SW 28th Street, south of SW 26th Street, east of SW 9th Avenue, and west of SW 8th Court.

LEGAL REVIEW:
John E. Naclerio III, Assistant City Attorney

EXHIBITS:
Ordinance 80-18 (ZA 18-0007)
Hearing Examiner Recommendation Order
Back Up material from HEX Hearing
Staff presentation

PREPARED BY:

Division- Department- City Attorney

SOURCE OF ADDITIONAL INFORMATION:
Chad Boyko, Principal Planner

ATTACHMENTS:

	Description	Type
🗋	Ordinance 80-18 (ZA 18-0007)	Resolution
🗋	Hearing Examiner Recommendation Order	Backup Material
🗋	Back up material from HEX Hearing	Backup Material
🗋	Staff Presentation	Backup Material

ZA 18-0007

ORDINANCE 80 – 18

AN ORDINANCE AMENDING THE CITY OF CAPE CORAL OFFICIAL ZONING DISTRICT MAP OF ALL PROPERTY WITHIN THE LIMITS OF THE CITY OF CAPE CORAL BY REZONING PROPERTY DESCRIBED AS LOTS 1-28 AND 55-82, BLOCK 3170, CAPE CORAL UNIT 66, AS MORE PARTICULARLY DESCRIBED HEREIN, FROM PEDESTRIAN COMMERCIAL (C-1) TO SINGLE-FAMILY RESIDENTIAL (R-1B) ZONE; PROPERTY LOCATED NORTH OF SW 28TH STREET, SOUTH OF SW 26TH STREET, EAST OF SW 9TH AVENUE, AND WEST OF SW 8TH COURT; PROVIDING SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the City of Cape Coral City Council has considered testimony, evidence, documentation and the application submitted by SULLICO II, LLC, for rezoning the below-described property from PEDESTRIAN COMMERCIAL (C-1) TO SINGLE-FAMILY RESIDENTIAL (R-1B) ZONE, and considered the recommendations of the Hearing Examiner and City Staff, and has considered the City of Cape Coral Comprehensive Plan with this zoning request.

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

Section 1. That the City of Cape Coral Official Zoning District Map of all of the property within the limits of the City of Cape Coral is hereby amended with respect to real property described as follows:

PEDESTRIAN COMMERCIAL (C-1) TO SINGLE-FAMILY RESIDENTIAL (R-1B) ZONE

LOTS 1-27, BLOCK 3170, CAPE CORAL UNIT 66, ACCORDING TO PLAT THEREOF, RECORDED IN PLAT BOOK 22, PAGES 2 THROUGH 26, INCLUSIVE, PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

LOT 28, BLOCK 3170, CAPE CORAL UNIT 66, ACCORDING TO PLAT THEREOF, RECORDED IN PLAT BOOK 22, PAGES 2 THROUGH 26, INCLUSIVE, PUBLIC RECORDS OF LEE COUNTY, FLORIDA, ***LESS AND EXCEPT*** THAT PORTION OF SAID LOT 28 LYING WITHIN THE RIGHT OF WAY FOR THE EXTENSION OF SE 26TH STREET AS SET FORTH IN THAT CERTAIN PLAT OF HOME DEPOT ACCORDING TO THE MAP OR PLAT THEREOF AS BEARING OFFICIAL RECORDS INSTRUMENT # 2006000203514, PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

LOT 55, BLOCK 3170, CAPE CORAL UNIT 66, ACCORDING TO PLAT THEREOF, RECORDED IN PLAT BOOK 22, PAGES 2 THROUGH 26, INCLUSIVE, PUBLIC RECORDS OF LEE COUNTY, FLORIDA, ***LESS AND EXCEPT*** THAT PORTION OF SAID LOT 55 LYING WITHIN THE RIGHT OF WAY FOR THE EXTENSION OF SE 26TH STREET AS SET FORTH IN THAT CERTAIN PLAT OF HOME DEPOT ACCORDING TO THE MAP OR PLAT THEREOF AS BEARING OFFICIAL RECORDS INSTRUMENT # 2006000203514, PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

LOTS 56-82, BLOCK 3170, CAPE CORAL UNIT 66, ACCORDING TO PLAT THEREOF, RECORDED IN PLAT BOOK 22, PAGES 2 THROUGH 26, INCLUSIVE, PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

and the City administrative office shall amend the City of Cape Coral Official Zoning District Map to reflect this zoning change.

That the amendments to the City of Cape Coral Official Zoning District Map as prescribed herein are consistent with the City of Cape Coral Comprehensive Plan.

Section 2. Severability. In the event that any portion or section of this ordinance is determined to be invalid, illegal, or unconstitutional by a court of competent jurisdiction, such decision shall in no manner affect the remaining portions or sections of this ordinance which shall remain in full force and effect.

Section 3. Effective Date. This ordinance shall become effective immediately upon passage 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	_____	COSDEN	_____

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

_____
KIMBERLY BRUNS
INTERIM CITY CLERK

APPROVED AS TO FORM:

_____
JOHN E. NACLERIO III
ASSISTANT CITY ATTORNEY
ord\ZA18-0007

OFFICE OF THE HEARING EXAMINER, CITY OF CAPE CORAL

HEARING EXAMINER RECOMMENDATION

ZA HEX Recommendation 9-2018

Rendered October 16, 2018

DCD Case # ZA18-0007

APPLICATION FOR: Rezoning from Pedestrian Commercial (C-1) Zoning District to the Single Family (R-1B) Zoning District

NAME OF APPLICANT/OWNER: Sullico II, LLC, by Elaine M. Sullivan, Managing Member

APPLICANT'S REPRESENTATIVE: Linda Miller, AICP, Avalon Engineering

PROPERTY ADDRESSES AND LEGAL DESCRIPTIONS:
Parcels on SW 8th Court and SW 9th Avenue
Unit 66, Block 3170, Lots 1-28 and 55-82
STRAPS: As listed on Exhibit "A" which is attached hereto and hereby incorporated by reference.

CURRENT ZONING: Pedestrian Commercial (C-1)

PROPOSED ZONING: Single Family (R-1B)

FUTURE LAND USE CATEGORY: Single Family (SF)

URBAN SERVICES AREA: Transition

HEARING DATE: October 16, 2018

I. SUMMARY OF REQUEST

The applicant requests an amendment to the Zoning Map to change the designation of 6.42 acres from the Pedestrian Commercial (C-1) Zoning District to the Single Family (R-1B) Zoning District.

II. SUMMARY OF HEARING EXAMINER RECOMMENDATION

The Hearing Examiner recommends **approval** of the application for rezoning.

III. NOTICE OF HEARING

Based on the testimony of City Staff Chad Boyko at the Hearing, the Hearing Examiner finds that proper notice of this hearing was provided, in accordance with the requirements of Article VIII, Section 8.3, Public Hearings, of the City of Cape Coral Land Use and Development Regulations ("LUDRs").

IV. PARTICIPANTS IN HEARING

CITY STAFF: Chad Boyko, AICP [1]

CITY CLERK'S OFFICE: Kimberly Bruns

APPLICANT'S REPRESENTATIVE: Linda Miller, AICP[2]

MEMBERS OF PUBLIC: none

CORRESPONDENCE FROM PUBLIC: Staff testified that he did not receive any phone calls of inquiry or correspondence. The Applicant's Representative testified that Applicant contacted the neighboring property owners and received several telephone calls of support and no negative comments.

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

V. REVIEW OF STATUTORY AND LUDR REQUIREMENTS

Authority. Section 163.3194, F.S. and LUDR §9.3.b.9 require the Hearing Examiner to review and make a recommendation to City Council about consistency of a rezoning application to the City's adopted Comprehensive Plan and whether the requested rezoning should be granted.

Site Visit by Hearing Examiner. The Hearing Examiner conducted a site visit of the subject property prior to the Hearing, in accordance with the authority set forth in LUDR § 8.3.1.C.6.a.

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, City Code of Ordinances, and the LUDRs, upon review of the entirety of the record. It is Applicant's burden to prove that it does.

In rendering this Recommendation, the Hearing Examiner must consider all of competent substantial evidence in the record, as defined by LUDR § 8.3.1.C.3.b. Hearsay evidence may be used for the purpose of supplementing or explaining other evidence, but shall not be sufficient by itself to support a finding unless it would be admissible over objection in court.

---

[1] Based upon his prior testimony at hearings of this type and the recitation of his qualifications, certifications and education contained in his C.V. which is on file with the City Clerk's Office, the Hearing Examiner qualified Mr. Boyko as an expert witness for land planning issues relevant to this Hearing.

[2] Based upon her prior testimony at hearings of this type and the recitation of her qualifications, certifications and education contained in her C.V. which is on file with the City Clerk's Office, the Hearing Examiner qualified Ms. Miller as an expert witness for land planning issues relevant to this Hearing.

Rezoning Standards. In reviewing the rezoning application for consistency with the Comprehensive Plan of the City of Cape Coral, the Hearing Examiner must apply the general standards set forth in LUDR § 8.7.3.

VI. TESTIMONY AT HEARING

Applicant's Incorporation of Staff Report and Staff Testimony

The Applicant's Representative incorporated the Staff Report and Staff Testimony ("Staff Input") into her presentation and requested the Hearing Examiner to recommend that the City Council find Staff Input as findings of fact.

Hearing Examiner's Recommended Findings of Fact.

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

VII. DISCUSSION

Site and Surrounding Properties/Summary of Application

According to the Letter of Intent dated May 31, 2018, the subject Block is located south of Veterans Parkway and west of Skyline Boulevard, just south of the Home Depot Shopping Center, in southwestern Cape Coral.

The Letter further set forth that there are a total of 56 lots within Block 3170, of which 30 are owned by Applicant. This ownership comprises 53.5% of the Lots within this Block. As 51% is required to submit a Zoning Amendment Application, this request satisfies the City's prerequisite for submittal. In addition to the lots owned by Applicant, the Letter of Intent indicated that signed acknowledgments of support were received from four (4) other single family owners within the same block. [3]

Staff testified that 11 parcels in the block are developed with single-family homes, while the remaining parcels are undeveloped. Staff further testified that no other individual or business owns more than one parcel in the block and that most of the lots are a minimum of 10,000 square feet in size. The Applicant's Representative testified that utilities are currently available to the site.

Staff further testified that the subject site is bounded by four local streets; SW 26th Street to the north, SW 8th Court to the west, SW 28th Street to the south, and SW 9th Avenue to the east. Surrounding development consists of a Home Depot to the north and a combination of single-family homes and undeveloped parcels to east, west, and south. The Home Depot site was a part of Block 3170[4]

[3] Their names are set forth in the Letter of Intent.
[4] Prior to re-plat.

prior to the development being approved and subdivided by a Planned Development Project (PDP) in 2005.

Staff testified that the parcels in Block 3170 have gone through several future land use and zoning changes in the past. The Block was designated as Single-Family/Multi-Family (SM) upon the adoption of the Comprehensive Plan in 1989. In two separate amendments in 2002 and 2005, the future land use of the parcels was amended from SM to Commercial/Professional (CP).

Similarly, two separate rezones in 2002 and 2008 changed the zoning within the block from Single-Family Residential (R-1B) to Pedestrian Commercial (C-1). The future land use and zoning amendments were sought by a previous owner who owned most of the parcels in Block 3170.

In 2018, Ordinance 42-18 amended the future land use of the site to Single-Family Residential (SF). Applicant then sought the amendment to build more single-family homes in the block, however, the zoning for the site needed to be amended as well.

The Applicant's Letter of Intent set forth that following the Home Depot's development, the commercial vision to incorporate this 6.42 acre property into the current shopping center diminished, as commercial interests no longer look favorably on a second phase of this center for another big box or, alternatively, several anchor retail stores plus additional out-parcels.[5]

Staff testified regarding the adjacent sites as follows, with the table below included in the staff report on page 2: [6]

Site:	***Future Land Use***	***Zoning***
Current:	**Single-Family Residential (SF)**	**Pedestrian Commercial (C-1)**
Proposed:	**N/A**	**Single-Family Residential (R-1B)**
	Surrounding Future Land Use	***Surrounding Zoning***
North:	**Commercial/Professional (CP)**	**C-1**
South:	**SF**	**R-1B**
East:	**CP**	**C-1**
West:	**SF**	**R-1B**

Consideration of General Standards Set Forth in LUDR Section 8.7.3

1. *The extent to which the value of the property is diminished by the proposed land use restriction or zoning of the property.*

[5] Page one of the Letter of Intent from Applicant, dated May 31, 2018.
[6] This table was included in the Staff Report dated October 9, 2018.

Staff testified that the proposed change in zoning districts would decrease the number of uses permitted of-right or by special exception and could therefore affect the value of the property, although staff further testified that Applicant's desire for rezoning needs to be considered herein. The Applicant's Representative testified that the property cannot be developed as commercial property due to the nature of the nearby big-box store. She cites market studies prepared by various developers of national chains as support, in that she said they show that commercial developers do not favor retail development of this type due to the linear distance from Skyline Boulevard.[7] Accordingly, rezoning to a residential zoning district will facilitate development of this land and increase its value.

The Hearing Examiner recommends that City Council find that the value of the property **will not be diminished** by the 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 Applicant's Representative testified that the proposed rezoning would allow the existing single family homes to rebuild in case of a catastrophic event or other emergency. She further testified that this site has had the ability, over the years, to develop with commercial uses and has not done so.

For the reasons set forth above, the Hearing Examiner recommends a finding by the City Council that 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.*

The Hearing Examiner incorporates the suggested findings of fact set forth in Conditions 1 and 2 above.

Based on such testimony, the Hearing Examiner recommends that City Council find that the property **is not suitable** for the current zoning but is **well suited** for the proposed rezoning.

4. *The character of the neighborhood, existing uses, zoning of nearby and surrounding properties, and compatibility of the proposed land use restriction or zoning.*

At the hearing, the Applicant's Representative testified that the character and uses of the neighborhood consist of a majority of the area to the west and south of this Block being single family residential.

[7] She testified that Block 3170 is located 634 feet from Skyline Boulevard.

Commercial zoning with vacant and development parcels are closer to Skyline Boulevard. The current uses within this area consist of a Home Improvement Store, automotive services (repair and parts store), fast food restaurant (Dairy Queen), convenience store with gas pumps, a bank, a variety store and many single family homes.

The existing commercial square footage fronts on Skyline Blvd, with residential located at least 634 feet from Skyline Blvd and 1068 feet from Veteran's Parkway.

The Applicant's Representative testified that, in her expert opinion, the uses represented by the immediately surrounding properties are compatible with the proposed rezoning.

For the reasons set forth above, 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 Applicant's Representative testified that there would be a positive effect in amending the zoning for Block 3170, in that the property would have a better chance of being developed within the next few years, which would increase the City's tax base and provide an increase in the amount and type of housing products available within the Cape.

She further testified that the redevelopment of the existing Shopping Center to incorporate and integrate the proposed parcel, as required to create a commercial node and a unified development, is unlikely, thus leaving this Block isolated from the existing commercial, without visibility and direct access to a major street.

After considering the above factors, 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.*

The Applicant's Representative testified that the community need is to protect existing single family homes and to encourage new residential investment and redevelopment.

Based on the foregoing testimony, 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.*

   As set forth above, the subject block was zoned commercial in 2001. The Applicant's Representative testified that the Block has been marketed as available commercial property since 2001 and there has been no interest in the development of this parcel for a commercial use, due to the lack of frontage along a major street.

8. *The extent to which the proposed land use restriction or zoning promotes the health, safety, morals, or general welfare of this community.*

   The Applicant's Representative testified that the proposed rezoning will provide the City with additional housing options in an area close to public transit, adjacent to shopping and within walking distance of job opportunities.

   Based upon the foregoing, the Hearing Examiner recommends that City Council find that this rezoning **will promote** the 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 testified that the subject parcels have access to centralized water, sewer and irrigation services and that the level of service standards for utilities, roads, and public services are anticipated to be unaffected by this rezone.

   The Hearing Examiner recommends that City Council find the proposed rezoning will have **no negative impact** on level of service standards for public facilities hereunder.

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.*

    Comprehensive Plan

    The site has a future land use designation of Single-Family Residential (SF) which is described in the Comprehensive Plan Chapter 4, Policy 1.15 as:

    Single-Family Residential. Sites of 10,000 square feet and greater, with densities not to exceed 4.4 units per acre.

Both the Applicant's Representative and staff testified that the proposed rezoning is consistent with this Policy.

A summary of Policy 1.14 Commercial Siting Guidelines, with staff's comments is set forth below:

Commercial Siting Guidelines. Policy 1.14 contains eight commercial siting guidelines. Overall, the site is consistent with three guidelines (major intersection, adequate depth, compactness); partially consistent with three guidelines (assembly, intrusion, ownership pattern). The site is not consistent with two of the guidelines (access, integration). The guidelines are meant to provide a compatibility analysis for potential commercial development and corresponding future land use amendments or rezones.

For all of the above reasons, 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.

VIII. RECOMMENDATIONS

Based upon the testimony and documentary exhibits presented during the Hearing, the Hearing Examiner recommends that:

1. the City Council find the requested rezoning is consistent with the requirements of the Comprehensive Plan of the City of Cape Coral; and

2. the City Council **approve** the requested rezoning.

This Recommendation is effective on the date specified below.

HEARING EXAMINER OF THE CITY OF CAPE CORAL, FLORIDA

ANNE DALTON, ESQUIRE

10/16/18
DATE

ATTEST:
Rebecca Van Deutekom
CITY CLERK

Exhibit A p1 of 2

Zoning Map Amendment Application - Block 3170

Legal Description

Lots 1-27, Block 3170, CAPE CORAL UNIT 66, according to plat thereof, recorded in Plat Book 22, Pages 2 through 26, inclusive, Public Records of Lee County, Florida.

Lot 28, Block 3170, CAPE CORAL UNIT 66, according to plat thereof, recorded in Plat Book 22, Pages 2 through 26, inclusive, Public Records of Lee County, Florida, ***less and except*** that portion of said Lot 28 lying within the right of way for the extension of SE 26th Street as set forth in that certain plat of Home Depot according to the map or plat thereof as bearing Official Records Instrument # 2006000203514, Public Records of Lee County, Florida.

Lot 55, Block 3170, CAPE CORAL UNIT 66, according to plat thereof, recorded in Plat Book 22, Pages 2 through 26, inclusive, Public Records of Lee County, Florida, ***less and except*** that portion of said Lot 55 lying within the right of way for the extension of SE 26th Street as set forth in that certain plat of Home Depot according to the map or plat thereof as bearing Official Records Instrument # 2006000203514, Public Records of Lee County, Florida.

Lots 56-82 , Block 3170, CAPE CORAL UNIT 66, according to plat thereof, recorded in Plat Book 22, Pages 2 through 26, inclusive, Public Records of Lee County, Florida.

Block 3170	56 Lots (22 Developed -34 Undeveloped -30 are owned by Sullico II, LLC)			
Strap	**Improved**	**Lot**	**Address**	**Owner**
344423C2031700560	No	55, 56	2606 SW 8TH CT	INA GROUP LLC
344423C2031700570	No	57, 58	2608 SW 8TH CT	SULLICO II LLC
344423C2031700590	No	59, 60	2612 SW 8TH CT	SULLICO II LLC
344423C2031700610	No	61 - 63	2618 SW 8TH CT	SULLICO II LLC
344423C2031700640	No	64 - 66	2624 SW 8TH CT	SULLICO II LLC
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Exhibit "A" P. 2 of 2

Cape Coral
FLORIDA

DEPARTMENT OF COMMUNITY DEVELOPMENT
REQUEST FOR REZONING APPLICATION
Questions: 239-574-0776

Case # ZA18-0007

REQUEST FOR A REZONING

FEE $2,050.00 first 3 acres plus $220.00 each additional acre over 3 up to 20 acres; $22.00 per acre over the first 20 acres. In addition to the application fee, all required advertising costs are to be paid by the applicant (ORD 39-03, Sec. 5.4). Advertising costs will be billed and must be paid prior to hearing.

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

OWNER OF PROPERTY
Sullico, LLC
Address: 15946 Double Eagle Drive
City Morrison State: CO Zip 80465
Email:
Phone:

AUTHORIZED REPRESENTATIVE
Avalon Engineering, Inc
Address: 2503 Del Prado Blvd Suite 200
City Cape Coral State: FL Zip 33904
Email: linda@avaloneng.com
Phone: 239-573-2077

Unit 66 Block 3170 Lot(s) List Subdivision Cape Coral
Address of Property Parcels on SW 8th Court and SW 9th Avenue
Current Zoning C-1 Plat Book 23 , Page 23
Proposed Zoning R-1B Strap Number See Listing

THIS APPLICATION SHALL ALSO HAVE ANY ADDITIONAL REQUIRED SUPPORTING DOCUMENTS
The owner of this property, or the applicant agrees to conform to all applicable laws of the City of Cape Coral and to all applicable Federal, State, and County laws and certifies that all information supplied is correct to the best of their knowledge.

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

Cape Coral FLORIDA

DEPARTMENT OF COMMUNITY DEVELOPMENT
REQUEST FOR REZONING APPLICATION
Questions: 239-574-0776

Case # ZA18-0007

(SIGNATURE MUST BE NOTARIZED)

Sullico II LLC

Elaine M. Sullivan, Managing Member
NAME (PLEASE TYPE OR PRINT)

Elaine M. Sullivan, Managing Member
APPLICANT'S SIGNATURE

STATE OF Colorado, COUNTY OF Jefferson

Sworn to (or affirmed) and subscribed before me this 16th day of May, 2018, by Elaine M Sullivan who is personally known or produced Florida Drivers License as identification.

Exp. Date: 04/22/2022 Commission Number: 20024013317

Signature of Notary Public: Kristen Lahey

Printed name of Notary Public: Kristen Lahey

SIGNATURE MUST BE NOTARIZED)

KRISTEN LAHEY
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20024013317
MY COMMISSION EXPIRES APRIL 22, 2022

Cape Coral
FLORIDA

DEPARTMENT OF COMMUNITY DEVELOPMENT
REQUEST FOR REZONING APPLICATION
Questions: 239-574-0776

Case # ZA18-0007

AUTHORIZATION TO REPRESENT PROPERTY OWNER(s)

PLEASE BE ADVISED THAT Avalon Engineering Inc
(Name of person giving presentation)

IS AUTHORIZED TO REPRESENT ME IN THE REQUEST TO THE HEARING EXAMINER, OR CITY COUNCIL FOR Zoning Map Amendment
(Type of Public Hearing – i.e., PDP, Zoning, Special Exception, Variance, etc.)

UNIT 66 BLOCK 3170 LOT(S) Listing SUBDIVISION

OR LEGAL DESCRIPTION _____

LOCATED IN THE CITY OF CAPE CORAL, COUNTY OF LEE, FLORIDA.

Sullico II LLC

Elaine M. Sullivan, Managing Member
PROPERTY OWNER (Please Pint)

Elaine M. Sullivan, Managing Member E.S.
PROPERTY OWNER (Please Print)

Elaine M. Sullivan, Managing Member
PROPERTY OWNER (Signature & Title)

N/A
PROPERTY OWNER (Signature & Title)

STATE OF Colorado COUNTY OF Jefferson

Subscribed and sworn to (or affirmed) before me this 16th day of May, 2018, by Elaine M. Sullivan who is personally known or produced Florida drivers license as identification.

Exp. Date: 04/22/2022 Commission Number: 20024013317

Signature of Notary Public: Kristen Lahey

Printed name of Notary Public: Kristen Lahey

KRISTEN LAHEY
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20024013317
MY COMMISSION EXPIRES APR 22, 2022

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

Cape Coral
FLORIDA

DEPARTMENT OF COMMUNITY DEVELOPMENT
REQUEST FOR REZONING APPLICATION
Questions: 239-574-0776

Case # 2018-0007

ACKNOWLEDGEMENT FORM

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

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

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

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

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

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

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

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

I hereby acknowledge that I have read and understood the above affidavit on the ___ day of _____, 20 18

Sullico II LLC

Elaine M. Sullivan, Managing Member
NAME (PLEASE TYPE OR PRINT)

Elaine M. Sullivan, Managing Member
APPLICANT'S SIGNATURE

STATE OF Colorado. COUNTY OF Jefferson

Subscribed and sworn to (or affirmed) before me this 16th day May, 20 18, by Elaine M. Sullivan who is personally known or Florida drivers license as identification.

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Signature of Notary Public: Kristen Lahey

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KRISTEN LAHEY
NOTARY PUBLIC
STATE OF COLORADO
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Cape Coral FLORIDA

DEPARTMENT OF COMMUNITY DEVELOPMENT
REQUEST FOR REZONING APPLICATION
Questions: 239-574-0776

Case # ZA18-0007

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

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

I have read the above requirement and agree to comply with this provision.

Sullivan II LLC

Elaine M. Sullivan, Managing Member
OWNER/APPLICANT (PLEASE TYPE OR PRINT)

Elaine M. Sullivan Managing Member
OWNER/APPLICANT SIGNATURE

(SIGNATURE MUST BE NOTARIZED)

STATE OF Colorado **COUNTY OF** Jefferson

Sworn to (or affirmed) and subscribed before me on this 16th day of May, 2018
by Elaine M. Sullivan, who is personally known or who has produced Florida drivers license as identification.

Exp. Date 04/22/2022
Commission # 20024013317

Kristen Lahey
Signature of Notary Public

Kristen Lahey
Print Name of Notary Public

KRISTEN LAHEY
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20024013317
MY COMMISSION EXPIRES APRIL 22, 2022

Detail by Entity Name

Florida Limited Liability Company
SULLICO II, LLC

Filing Information

Document Number	L13000173163
FEI/EIN Number	46-5305473
Date Filed	12/16/2013
Effective Date	12/12/2013
State	FL
Status	ACTIVE

Principal Address

83 OCEAN DRIVE
PUNTA GORDA, FL 33950

Mailing Address

83 OCEAN DRIVE
PUNTA GORDA, FL 33950

Changed: 03/02/2015

Registered Agent Name & Address

SULLIVAN, ELAINE M
83 OCEAN DRIVE
PUNTA GORDA, FL 33950

Authorized Person(s) Detail

Name & Address

Title MGRM

SULLIVAN, ELAINE M
83 OCEAN DRIVE
PUNTA GORDA, FL 33950

Annual Reports

Report Year	Filed Date
2015	03/02/2015
2016	02/12/2016
2017	01/20/2017

Document Images

01/20/2017 -- ANNUAL REPORT	View image in PDF format
02/12/2016 -- ANNUAL REPORT	View image in PDF format
03/02/2015 -- ANNUAL REPORT	View image in PDF format
04/18/2014 -- ANNUAL REPORT	View image in PDF format
12/16/2013 -- Florida Limited Liability	View image in PDF format

Avalon Engineering, Inc.
2503 Del Prado Boulevard South, Suite 200
Cape Coral, Florida 33904
Phone: (239) 573-2077 Fax: (239) 573-2076
#AA C001936 #EB 0003128

May 31, 2018

Mr. Vince Cautero, Director
Department of Community Development
City of Cape Coral
1015 Cultural Park Boulevard
Cape Coral, Florida 33990

PROJECT: BLOCK 3170 LOTS 1-28 & 55-82

SUBJECT: ZONING AMENDMENT LETTER OF INTENT

Dear Mr. Cautero:

As provided for in Section 8.7 of the City of Cape Coral Land Use and Development Regulations, and on behalf of a property owner within Block 3170, Sullico II LLC, we respectfully request an amendment to the Zoning Map to change the designation of the subject 6.42 acres within Block 3170 for Lots 1-28 and 55-82. The subject property has a Land Use designation of SF (Single Family). The applicant is requesting to amend the zoning from C-1 (Pedestrian Commercial) to R-1 (Single Family).

In addition to the applicant for this case, we have also received signed acknowledgements of support from four (4) other single family home owners within this Block, Jeffrey Oddy, Cynthia Cavanaugh, Equity Trust Company for Katherine Davis, and Maria Rosa Flick.

The subject Block is located south of Veterans Parkway and west of Skyline Blvd, just south of the Home Depot Shopping Center in Section 34, Township 44E, and Range 23 S in the SW Section of Cape Coral. There are a total of 56 Lots within Block 3170. The applicants, Sullico II, LLC owns thirty (30) Lots, for a total ownership of 53.5% of the Lots within this Block. 51% is required for the submittal of a Zoning Amendment Application.

In 2001, the Land Use and Zoning were amended for this Block and four (4) other Blocks, north to Veterans Parkway and east to Skyline Blvd, from SF (Single Family) to CP (Commercial Professional), in order to support a large commercial subdivision that was planned to contain two (2) Big Box developments, several national anchor stores, some local space, and outparcels fronting Skyline Blvd. As a result of the development of the Home Depot, the vision to incorporate this 6.42 acres into the current Shopping Center diminished, as commercial interest no longer looks favorable on a second phase of this center, for an another big box, or a couple of anchor retail stores and additional out-parcels.

Twenty-two (22) Lots (or 39% of this Block) are developed with Single Family Homes, all of which were constructed prior or during the Land Use and Zoning Amendments to commercial. No new Single Family Homes have been constructed on Block 3170 since the Land Use and Zoning was amended, as the City's C-1 (Pedestrian Commercial) Zoning does not permit single family development.

Development Blocks to the west 3172, 3171, and 3166, currently have single family development consisting of between 58% to 75%, with new single family building permits being submitted monthly within this area.

Market Studies, that have been prepared by developers of National Chains, over and over since 2003, indicate that retail development is not conducive on this Block, due to the linear distance from Skyline Blvd, however, there is much developer interest in expanding on the success of the single family development to the west of the site.

Commercial development has occurred on Blocks that have Lots fronting Skyline Blvd. Since the Lots fronting Skyline have been developed, it is not feasible for Block 3170, which is located 634 feet from Skyline Blvd to be developed with commercial uses.

Please accept this evaluation of the propose amendment with respect to determining consistency with these General Standards:

1. The extent to which the value of the property is diminished by the proposed land use restriction or zoning of the property;

   The value of the property will not be diminished with the proposed Zoning Amendment. Prior to approval of the Zoning Amendment to commercial within this area of the Cape, including Block 3170, Blocks that did not front Skyline Blvd were designated as Single Family.

   Eleven (11) Single Family homes were constructed within Block 3170 prior to the approval of the Zoning Amendment to Commercial Professional.

   All parcels within this area have been assessed for City water, wastewater, and irrigation. Due to the commercial zoning and land use owners of the Lots within Block 3170, are currently not able to permit a single family home on their parcel.

   The Zoning Amendment to commercial zoning was approved in 2001, and for seventeen years this Block has been available for commercial development. Commercial development has occurred only along Skyline Blvd and the corner of Veterans Parkway and Skyline Blvd. Since commercial development has not occurred, it is necessary to consider the needs of the existing homeowners within this Block.

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 proposed change will allow the existing single family homes to be a permitted use with the ability to rebuild in case of an natural event or an emergency. The amendment would have little effect on the existing or future commercial development, since this site, over the years, has had the ability to develop with commercial uses and has not.

3. The suitability of the property for the zoning purpose or land use restriction imposed on the property as zoned;

   Block 3170 is adjacent to other existing single family zoned Blocks, directly to the west and behind the Shopping Center. The proposed zoning amendment would not only be suitable for this Block, but it will provide the current homeowners a sense of security that they deserve, as their existing home will be a permitted use and the homeowners will know that they will have only single family uses constructed adjacent to them. The current single family home owners within this Block have been living with the uncertainty of not knowing what would be built next or in close proximity to them since 2001.

4. The character of the neighborhood, existing uses, zoning of nearby and surrounding properties, and compatibility of the proposed land use restriction or zoning;

   The character of the neighborhood consists of a majority of the area being single family residential with commercial zoned vacant and development parcels fronting Skyline Blvd. The current uses consist of a Home Improvement Store, automotive services (repair and parts store), fast food restaurant (Dairy Queen), convenience store with gas pumps, a bank, and a variety store. The existing commercial square footage fronts on Skyline Blvd, with residential located at least 634 feet from Skyline Blvd and 1068 feet from Veteran's Parkway.

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;

   There would be a positive effect in amending the zoning for Block 3170. The property would have a better chance of being developed within the next few years, which would increase the City's tax base and provide an increase in the amount and type of housing products available within the Cape.

The redevelopment of the existing Shopping Center to incorporate and integrate the proposed parcel, as required to create a commercial node and a unified development, is unlikely, thus leaving this Block isolated from the existing commercial, without visibility and direct access to a major street.

6. The community need for the use proposed by the zoning or land use restriction;

   Block 3170 was originally designated for Single Family use. The Block contains 11 single family homes. Over the last 17 years, the character of the Block has not changed. The community need is to protect the existing Single Family homes within this Block and to encourage investment and development rather than foster an area that can't invest in the improvements to their developed properties, thus allowing for the possibility of Blight.

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;

   The Block was zoned commercial in 2001. This Block has been marketed as available commercial property since that date. There has been no interest in the development of this parcel for a commercial use, due to the lack of frontage along a major street.

8. The extent to which the proposed land use restriction or zoning promotes the health, safety, morals, or general welfare of this community;

   The proposed zoning from C-1 (Pedestrian Commercial) to R-1B (Single Family) will provide the City of Cape Coral with additional housing options in an area, which are in close proximity to public transit, adjacent to shopping and within walking distance of job opportunities.

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; and

   This proposed zoning change from C-1 (Pedestrian Commercial) to R-1B (Single Family) will not degrade the level of service of any public facility below the adopted level of service. In addition, the peak hour trips associated with the number of Single Family homes that would be able to be developed is less than the peak hour trips associated with retail, commercial service, or even a mini-warehouse use.

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.

Policy 1.13 of the City's Future Land Use Element of the Comprehensive Plan states that commercial nodes should be located around or in the vicinity of intersection of major city roadways.

Block 3170 is over 634 feet away from a major city roadway and over 1068 feet from the intersection. This Block would not be considered a commercial node. Commercial uses are not consistent with this Policy.

Policy 1.14 of the City's Future Land Use Element of the Comprehensive Plan states that the benefits derived by having commercial properties located in the vicinity of the intersection diminish with distance from the intersection and whether the subject property represents a new commercial property or an expansion of an existing commercial area.

New commercial properties should preferably be located adjacent to the intersection, while commercial properties that clearly represent an expansion of an existing commercial area can be any distance from the intersection, provided that such properties are integrated with existing properties.

The subject property currently has a zoning designation of commercial. If a commercial development were to occur on this site it would be considered new development according to Policy 1.14 and as such this new commercial development would not meet the requirements of this policy, which is to be located in the vicinity of the intersection. Commercial uses are not consistent with this Policy.

Policy 1.14 of the City's Future Land Use Element of the Comprehensive Plan states that in the City of Cape Coral there are two ideal access provisions for a commercial property a) Access via a platted City parking area and b) Direct access onto an arterial or collector roadway having an adopted City access management plan. If a subject property would meet the requirements for one or more of these provisions, the creation of a commercial future land use at the proposed location should be encouraged.

Block 3170 property currently has a zoning designation as commercial. If a commercial development were to develop on this site the development would not meet the requirements of this policy as it does not meet either ideal access provisions. The subject parcel should be encouraged to develop with a single family use and not a commercial use. Commercial uses are not consistent with this Policy.

The Commercial Corridor Study identified 17 separate commercial corridors within the City of Cape Coral. Each of these Corridors will require a certain amount of commercial square footage to meet the needs of that particular area, and that each of those Corridor areas should be viewed separately to determine those needs. Additional commercial land that is available within one corridor may not provide a benefit if not within an area needing commercial space nor within an area without a commercial market, as commercial is market driven.

This Block should be considered additional commercial land that is in an area that has existing commercial square footage and without a commercial market, as such this Block would be best suited for residential development.

Policy 1.15.a Single Family Residential: Sites of 10,000 square feet and greater, with densities not to exceed 4.4 units per acre.

Lots within this Block are consistent with the requirements for Single Family Development.

Single Family Land Use Advantages for this Block:

1) This Block contains existing single family homes.

2) This Block is located within a centralized area and has a large percentage of commercial square footage already developed within this corridor.

3) This Block has accessibility to public transit.

4) A single family zoning will encourage improvements to the existing single family homes, and allow the owners to obtain home mortgages and home insurance since the SF use will be permitted.

5) The change in zoning will allow the owners of the existing homes to market their properties as single family homes rather than future investment properties. This will create a more stable neighborhood with more owner occupied homes.

6) The subject parcel is located out-side of the Coastal High Hazard Area and would be permitted to request a residential zoning.

7) The Block is currently platted into single family lots, typical of Cape Coral, with enough land area to support a single family home and individual amenities (pools, playgrounds, barbeque areas, etc). In addition, these lots have access to City utilities.

On behalf of the applicant, Avalon has reached out to each homeowner within this Block with two direct mailings explaining the request within this application to amend the Zoning on this Block. Avalon has not received any unfavorable response to this zoning change from the homeowners within this Block. Should you or your staff have questions or require additional information, please let us know.

Sincerely,

AVALON ENGINEERING, INC.

Linda Miller, AICP
Senior Planner

G:\2017\17-250\Zoning Map Amendment\Zoning Amendment Letter of Intent.doc

Exhibit A

Zoning Map Amendment Application - Block 3170

Legal Description

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344423C2031700270	No	27, 28	2607 SW 9TH AVE	LJH INVESTMENTS LLC

Protected Species Assessment

Block 3170
Lots 1, 2, 7, 8, 17, 18, 21 - 24, 57-72, 79-82
Cape Coral, Florida 33914
Section 34, Township 44S, Range 23E

December, 2017

Prepared for:

Sullico II LLC
15946 Double Eagle Drive
Morrison, CO 80465

Prepared by:

Avalon Engineering, Inc.
2503 Del Prado Boulevard South, Suite 200
Cape Coral, Florida 33904

INTRODUCTION

This 3.44 acre area is located between SW 8th Court and SW 9th Avenue, west of Skyline Blvd and south of Veterans Parkway. Adjacent properties consist of the following: to the north is commercial building, to the south is residential, to the east is lots zoned commercial but developed with some single family homes, and to the west is developed and undeveloped single family lots. The parcel is located in Section 34, Township 44S, Range 23E, Cape Coral, Florida.

SITE CONDITIONS

A site inspection was conducted by Scott Tucker on December 27, 2017. The weather was partly cloudy with temperatures in the 50's.

VEGETATION CLASSIFICATIONS

The table below displays the (#1) vegetative associations found on the subject parcel. These vegetative associations were identified using the Florida Land Use Cover Classification System. (FLUCCS) and are shown on the table below. Also included is a description of each FLUCCS association below.

FLUCCS CODE	DESCRIPTION	APPROXIMATE ACREAGE
192	Inactive land with street patterns but without structures (routinely mowed).	3.44
	TOTAL ACREAGE	**3.44**

SURVEY METHOD

To provide at least 100% visual coverage, four centered transects were completed at 20' intervals within the construction area. This method was selected to examine for the presence or absence of protected or listed species within the entire construction area.

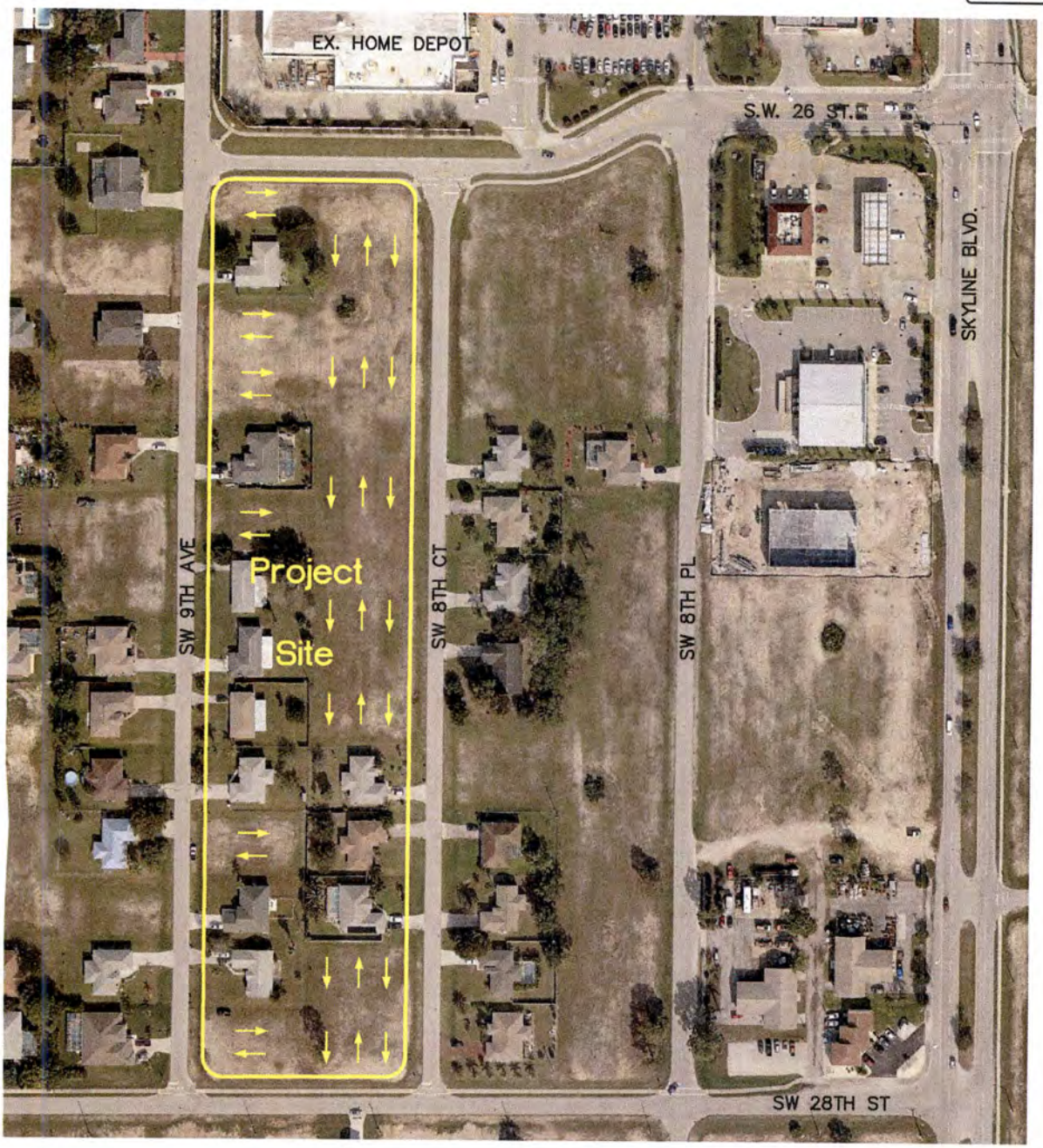
If a sign or sighting was observed, an aerial photograph was marked depicting the approximate location. The attached scale aerial map depicts the results of this survey. Other listed protected species which could occur on the subject parcel according to City of Cape Coral which were surveyed for are as follows:

SPECIES	SCIENTIFIC NAME	OBSERVED
Burrowing Owl	Athene cunicularia	No
Gopher Tortoise	Gopherus polyphemus	No

RESULTS

The Protected Species Survey revealed the presence of no species listed by either the U.S. Fish & Wildlife Service (USFWS) or by the Florida Fish & Wildlife Conservation Commission (FFWCC).

Attachment: Transect Line Map



PROTECTED SPECIES TRANSECT
LINE JANUARY 10, 2018

THIS PLAN IS INTENDED FOR CONCEPTUAL PLANNING PURPOSES ONLY. SITE LAYOUT MAY CHANGE SIGNIFICANTLY BASED UPON SURVEY INFORMATION AND REGULATORY CONSTRAINTS. NOT FOR CONSTRUCTION

DATE	BY	REVISION DESCRIPTION
12/12/17	LM	INITIAL SUBMITTAL

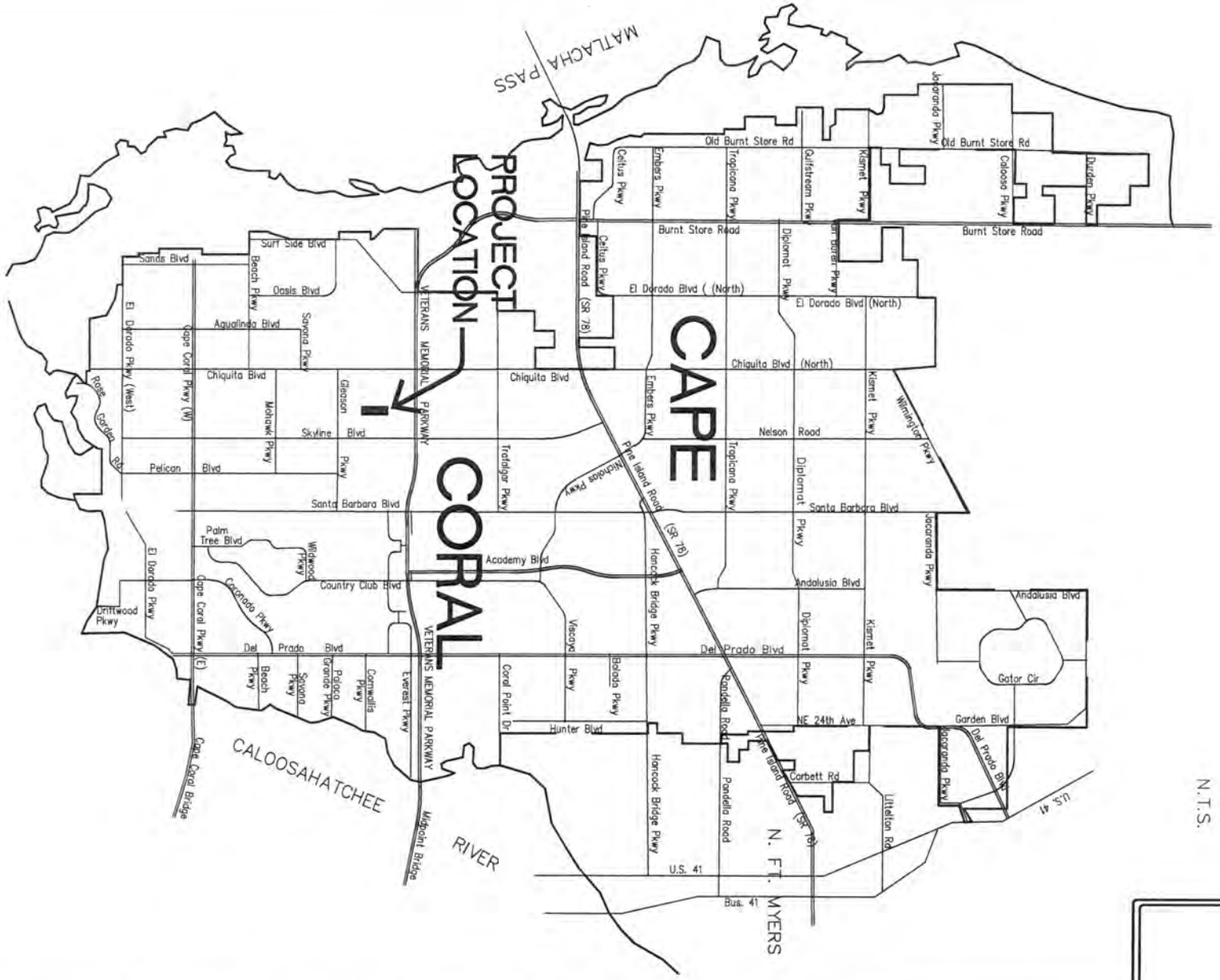
AVALON ENGINEERING, INC.
2503 DEL PRADO BLVD. #200
CAPE CORAL, FLORIDA 33904
FBPE#3128 (239) 573-2077

LAND USE MAP AMENDMENT

BLOCK 3170, UNIT 66
CAPE CORAL, FLORIDA

TRANSECT MAP (AERIAL)

#17-250/LUMA



1 OF 1	#17-250700	LOCATION MAP	ZONING MAP AMENDMENT BLOCK 3170, UNIT 66 CAPE CORAL, FLORIDA	AVALON ENGINEERING, INC. 2503 DEL PRADO BLVD. #200 CAPE CORAL, FLORIDA 33904 FBPE#3128 (239) 573-2077	DATE: 05/23/18 BY: LM REVISION DESCRIPTION: INITIAL SUBMITTAL THIS PLAN IS INTENDED FOR CONCEPTUAL PLANNING PURPOSES ONLY. SITE LAYOUT MAY CHANGE SIGNIFICANTLY BASED UPON SURVEY, ENVIRONMENTAL AND REGULATORY CONSTRAINTS. "NOT FOR CONSTRUCTION"

1 OF 1	500' PROXIMITY MAP	*ZONING MAP AMENDMENT* *BLOCK 3170, UNIT 66* *CAPE CORAL, FLORIDA*	*AVALON ENGINEERING, INC.* 2503 DEL PRADO BLVD. #200 CAPE CORAL, FLORIDA 33904 FBPE#3128 (239) 573-2077	DATE / BY / REVISION DESCRIPTION 05/29/18 LM INITIAL SUBMITTAL THIS PLAN IS INTENDED FOR CONCEPTUAL PLANNING PURPOSES ONLY. SITE LAYOUT MAY CHANGE SIGNIFICANTLY BASED UPON SURVEY, ENVIRONMENTAL AND REGULATORY CONSTRANTS. "NOT FOR CONSTRUCTION"

1 OF 1	#17-2507ZOM	VICINITY MAP (AERIAL)	*ZONING MAP AMENDMENT* *BLOCK 3170, UNIT 66* *CAPE CORAL, FLORIDA*	*AVALON ENGINEERING, INC.* 2503 DEL PRADO BLVD. #200 CAPE CORAL, FLORIDA 33904 FBPE#3128 (239) 573-2077

DATE	BY	REVISION DESCRIPTION
05/29/18	LM	INITIAL SUBMITTAL

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Avalon Engineering, Inc.
2503 Del Prado Boulevard South, Suite 200
Cape Coral, Florida 33904
Phone: (239) 573-2077 Fax: (239) 573-2076
#AA C001936 #EB 0003128

May 29, 2018

Mr. Vince Cautero, Director
Department of Community Development
City of Cape Coral
1015 Cultural Park Boulevard
Cape Coral, FL 33990

PROJECT: ZONING AMENDMENT - BLOCK 3170

SUBJECT: TRAFFIC GENERATION STATEMENT

Dear Mr. Cautero,

Included herewith are the traffic generation calculations for the above referenced project. As the project creates less than 300 vehicle trips, peak hour of the generator, a traffic impact statement will not be necessary.

Source: I.T.E. Trip Generation Manual, 9th Edition
Land Use: (210) Single Family Detached Housing
Dwelling Unit: 28 (maximum dwelling units)

A.M. Peak Hour of the Generator:
0.77 Average Rate per dwelling unit

5.61 vehicles entering 26%
15.95 vehicles exiting 74%
21.56 TOTAL VEHICLES

P.M. Peak Hour of the Generator:
1.02 Average Rate per dwelling unit

18.27 vehicles entering 64%
10.29 vehicles exiting 36%
28.56 TOTAL VEHICLES

If you should have any questions or require additional information, please feel free to call me.

Sincerely,

AVALON ENGINEERING, INC.

Linda Miller

Linda Miller, AICP
Senior Planner

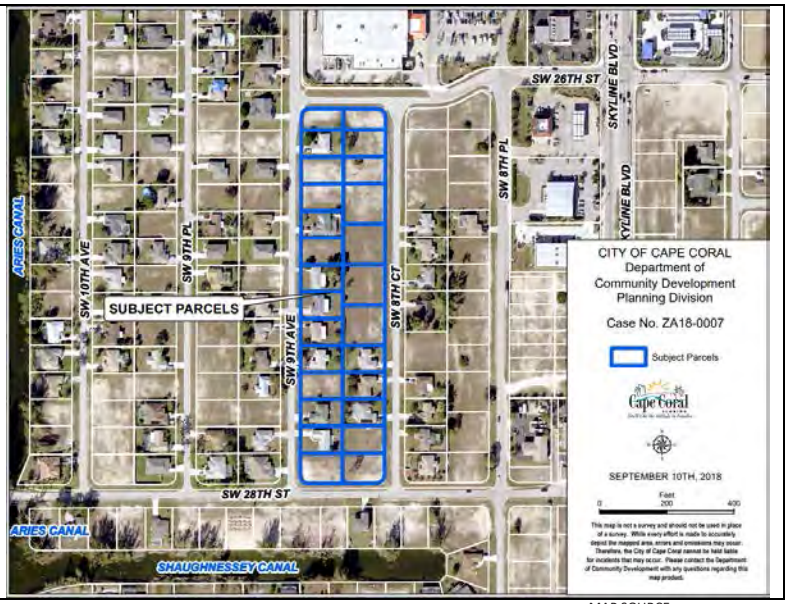
G:\2017\17-250\Zoning Map Amendment\Traffic Generation Statement .doc

PLANNING DIVISION STAFF REPORT
ZA18-0007

SITE ADDRESSES Multiple addresses. Southeast of Veterans Parkway and Skyline Boulevard intersection.	**APPLICANT/PROPERTY OWNER** Sullico II, LLC
AUTHORIZED REPRESENTATIVE Avalon Engineering, Inc.	

SUMMARY OF REQUEST

The applicant requests a rezone from the Pedestrian Commercial (C-1) zoning district to the Single-Family Residential (R-1B) district. The site is 6.42 acres, although, only 3.44 acres is owned by the applicant. The site is a mix of single-family homes and undeveloped parcels.



MAP SOURCE

STAFF RECOMMENDATION: **Approval**

Positive Aspects of Application:	Rezone will make the site consistent with the future land use. Rezone will be compatible with area to the south and west.
Negative Aspects of Application:	Loss of commercial zoned land that has some assemblage.
Mitigating Factors:	Site has not developed for over 10 years with commercial entitlements and may not be well suited for non-residential uses.

SITE INFORMATION

Location: Multiple addresses.
Unit 66. Block 3170. Lots 1 through 28 and 55 through 82.
South of Veterans Parkway and West of Skyline Boulevard.

STRAP Numbers: Multiple STRAPs

Site Area: 6.42 acres

Site:	***Future Land Use***	***Zoning***
Current:	**Single-Family Residential (SF)**	**Pedestrian Commercial (C-1)**
Proposed:	**N/A**	**Single-Family Residential (R-1B)**
	Surrounding Future Land Use	***Surrounding Zoning***
North:	**Commercial/Professional (CP)**	**C-1**
South:	**SF**	**R-1B**
East:	**CP**	**C-1**
West:	**SF**	**R-1B**

Urban Service Area: Transition

City Water/Sewer: Yes

FINDINGS OF FACT

The site is 26 parcels in Block 3170 which is in southwestern Cape Coral that totals 6.42 acres. 11 parcels in the block are developed with single-family homes, while the remaining parcels are undeveloped. The applicant, Sullico II, LLC, owns 30 parcels in the block and the remaining parcels are owned by a variety of owners. No other individual or business owns more than one parcel in the block. The site is bounded by four local streets; SW 26th Street to the north, SW 8th Court to the west, SW 28th Street to the south, and SW 9th Avenue to the east. Surrounding development consists of a Home Depot to the north and a combination of single-family homes and undeveloped parcels to east, west, and south. The Home Depot site was a part of Block 3170[1] prior to the development being approved and subdivided by a Planned Development Project (PDP) in 2005.

The parcels in Block 3170 have gone through several future land use and zoning changes in the past. The Block was designated as Single-Family/Multi-Family (SM) upon the adoption of the Comprehensive Plan in 1989. In two separate amendments in 2002 and 2005, the future land use of the parcels was amended from SM to Commercial/Professional (CP). Similarly, two separate rezones in 2002 and 2008 changed the zoning within the block from Single-Family Residential (R-1B) to Pedestrian Commercial (C-1). The future land use and zoning amendments were sought by a previous owner who owned most of the parcels in Block 3170.

[1] Prior to re-plat.

The future land use of the site was recently amended to Single-Family Residential (SF) via Ordinance 42-18. The applicant sought the amendment to build more single-family homes in the block, however, the sites must also be rezoned to Single-Family Residential (R-1B). The applicant states there is little demand for commercial development in the block, while, there is demand for single-family home development.

ANALYSIS

Comprehensive Plan

The site has a future land use designation of Single-Family Residential (SF) which is described as:

Single-Family Residential

Sites of 10,000 square feet and greater, with densities not to exceed 4.4 units per acre.

Response: The site is within the Urban Services Transition Area and municipal utilities to are available to the site. The majority of parcels are a minimum of 10,000 sq. ft.

Land Use and Development Regulations

The Planning Division reviewed this request to rezone the site from Pedestrian Commercial (C-1) to Single-Family Residential (R-1B) based on the ten General Standards in LUDR, Section 8.7.3.B and offers the following analysis for consideration:

1. The extent to which the property is diminished by the proposed zoning of the property:

Response: The rezone may decrease the value of the property. The existing C-1 zoning allows a broad range of commercial uses. The requested R-1B district allows single-family homes and a few additional uses that are compatible with single-family homes such as daycares, parks, etc. Additionally, commercial property is generally valued higher than residential property, although many factors determine property values. Planning staff notes that while the rezone may decrease the value of the property, the rezone is requested by the applicant, therefore concerns regarding diminished property values are lessened.

2. The extent to which the removal of a proposed change in zoning depreciates the value of other property in the area:

Response: The rezone is likely to not have an effect on the value of surrounding properties. The rezone will likely result in additional single-family homes which are compatible with the areas to the south and west. The areas to the north and east are commercial, however, additional single-family homes are unlikely to depreciate the value of commercial sites.

3. The suitability of the property for the zoning purpose:

Response: Planning staff finds that the site is suited for both R-1B or C-1 zoning. The site is developed with single-family homes and similar development exists to the south and west. Additionally, the site has a Single-Family future land use designation and the R-1B district is consistent with this designation. The site is also suitable for the C-1 zoning due to property assemblage and nearby commercial development.

4. The character of the neighborhood, existing uses, zoning of nearby and surrounding properties, and compatibility of the proposed zoning:

Response: The surrounding area consists of residential dwelling units to the south and west (along with corresponding future land use and zoning designations) and commercial development to the north and east. The R-1B zone will be compatible as there are several homes within the site and the R-1B zone will allow for additional construction of homes.

5. The relative gain to the community as compared to the hardship, if any imposed, from rezoning said property:

Response: While single-family homes are not a documented need in Cape Coral, the rezone will bring the site into compatibility with the recently adopted SF future land use designation. The rezone will result in a loss of C-1 zoned land, however, the land may not be suitable for commercial development.

6. The community need for the use proposed by the zoning:

Response: The rezone will add single-family homes in an area that is predominantly single-family or commercial. The rezone does not meet documented needs of adding additional commercial land or multi-family dwelling units.

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:

Response: The future land use of Block 3170 was amended from Commercial/Professional (CP) to Single-Family Residential (SF) in 2018, and the site has been zoned Pedestrian Commercial (C-1) since 2002.

8. The extent to which the proposed zoning promotes the health, safety, morals, or general welfare of this community:

Response: R-1B zoning will be consistent with the City's Comprehensive Land Use Plan and the change will provide additional area for single-family residential at an appropriate location. The proposed rezone should not negatively affect the health, safety, or welfare of the community because similar zoning already exists in general proximity to 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.

Response: The site is in the City Urban Service Transition Area. Water, sewer, and irrigation are available. Future development will be required to connect to City utility system.

10. Whether the proposed zoning is consistent with the City of Cape Coral's Comprehensive Land Use Plan.

Response: The proposed rezone is consistent Comprehensive Plan Policy 1.15 as the Future Land Use classification is SF. Properties with the SF future land use are compatible with the R-1B district. Staff finds that the requested R-1B zone is appropriate for the site.

ECONOMIC DEVELOPMENT MASTER PLAN ANALYSIS

The rezone is not supported by the City Economic Development Master Plan. The site is not within an Economic Opportunity Area, however, the amendment will result in the loss of commercial land which the Economic Development Master Plan has identified as a need in Cape Coral.

PUBLIC NOTIFICATION

This case will be publicly noticed as required by LUDR, Section 8.3.2.A and 8.3.4 as further described below.

Publication: A legal ad will be prepared and sent to the *News-Press* announcing the intent of the petitioners to rezone the site described within this report. The ad will appear in the *News-Press* a minimum of 10 days prior to the public hearing scheduled before the Cape Coral Hearing Examiner. Following the public hearing before the Hearing Examiner, the ad announcing the final public hearing before the City Council will appear once in the *News-Press*. The ad will appear in the newspaper not less than 10 days prior to the date of the final public hearing before the City Council.

Written notice: Property owners located within 500 feet from the site will receive written notification of the scheduled public hearing. These letters will be mailed to the aforementioned parties a minimum of 10 days prior to the public hearing scheduled before the Hearing Examiner.

Posting of a Sign: A large sign identifying the case and providing salient information will be posted on the site, as another means of providing notice of the rezone request.

RECOMMENDATION

Through the analysis of the Cape Coral Comprehensive Plan and specifically the Future Land Use Element, the proposed rezone to Single-Family Residential (R-1B) zoning is consistent with the Comprehensive Plan, the Land Use and Development Regulations, and is compatible with the surrounding area, therefore, Planning Division staff recommends **approval** of the rezone request.

NOTICE TO SURROUNDING PROPERTY OWNERS

CASE NUMBER: ZA18-0007

REQUEST: The applicant requests a rezone from the Pedestrian Commercial (C-1) zoning district to the Single-Family Residential (R-1B) district. The site is 6.42 acres, although, only 3.44 acres is owned by the applicant. The site is a mix of single-family homes and undeveloped parcels.

LOCATION: Multiple addresses. Southeast of Veterans Parkway and Skyline Boulevard intersection.

CAPE CORAL STAFF CONTACT: Chad Boyko, Principal Planner, 239-573-3162, cboyko@capecoral.net

PROPERTY OWNER(S): Sullico II, LLC

AUTHORIZED REPRESENTATIVE: Avalon Engineering, 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, October 16, 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 may be scheduled for a public hearing before the City Council who will review the recommendation and make a final decision. You will receive another public hearing notice if this case is scheduled for a City Council hearing.

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

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.

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,

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.

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Address: 1015 CULTURAL PARK BLVD
CAPE CORAL FL 33990
USA

Ad No.: 0003191448

Net Amt: $389.45

Run Times: 1

No. of Affidavits: 1

Run Dates: 10/06/18

Text of Ad:

NOTICE OF PUBLIC HEARING

CASE NUMBER: ZA18-0007

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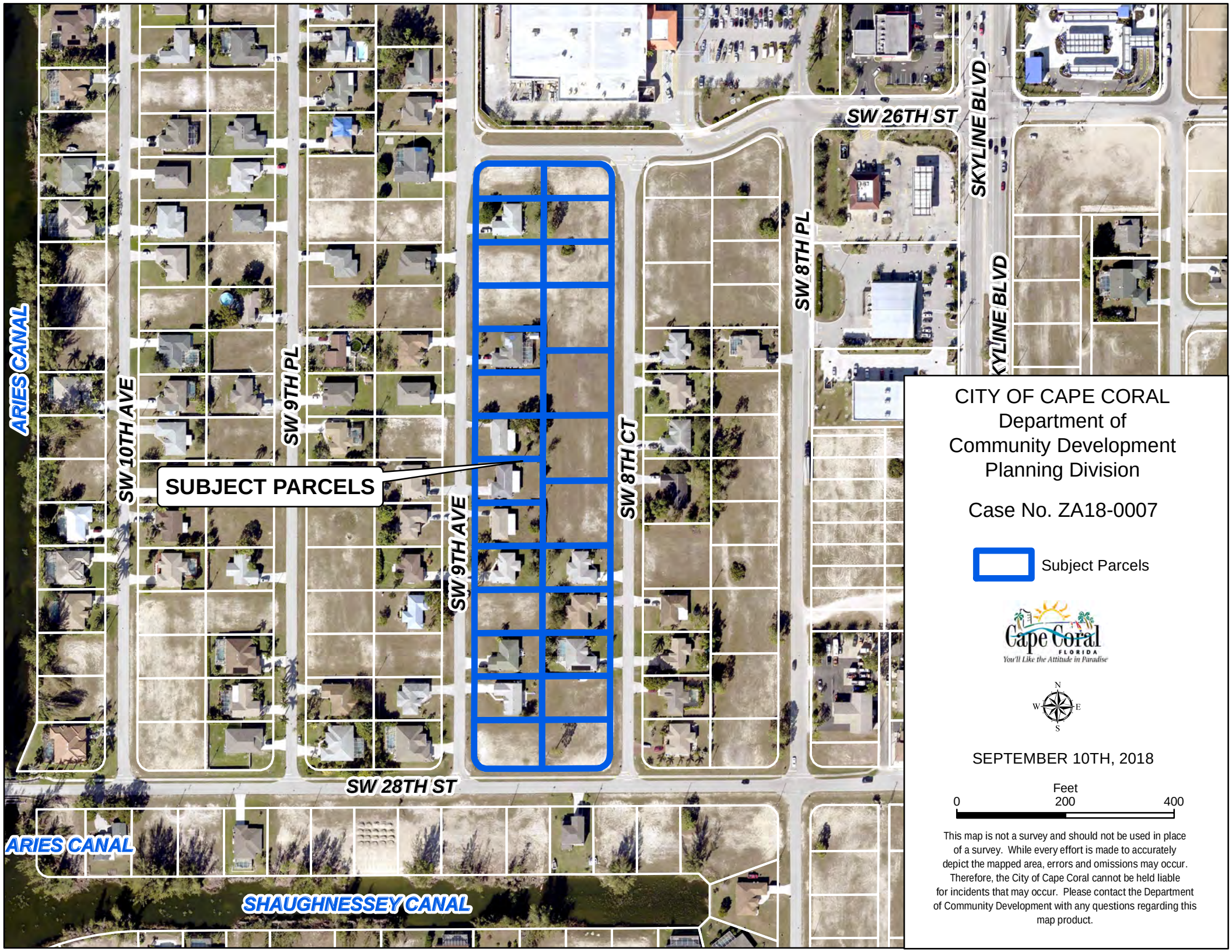
by order of
Rebecca van Deutekom, MMC
City Clerk
REF # ZA18-0007
AD# 3191448 Oct. 6, 2018



CITY OF CAPE CORAL
Department of
Community Development
Planning Division

Case No. ZA18-0007

Subject Parcels

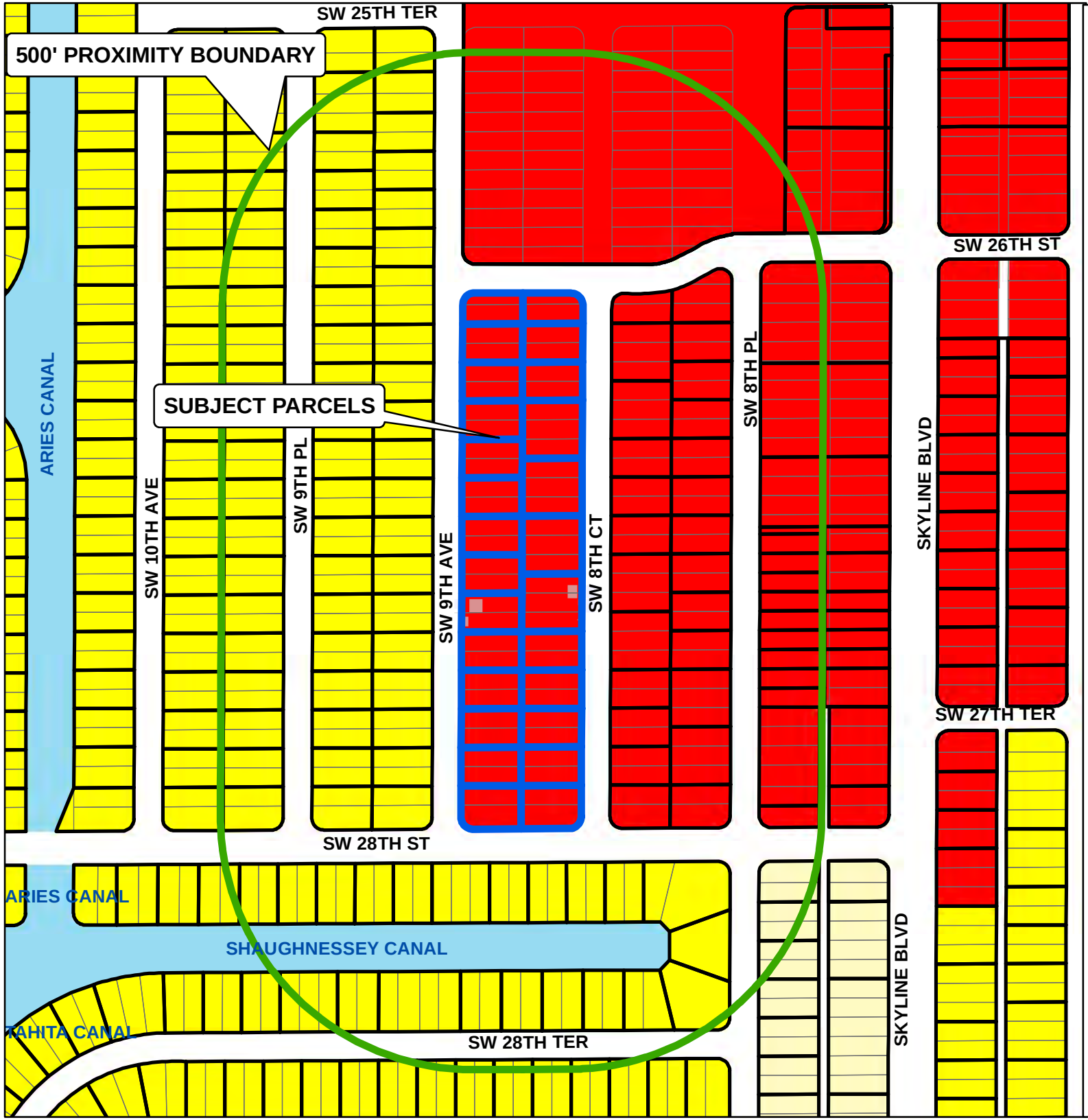
Cape Coral
FLORIDA
You'll Like the Attitude in Paradise

N
W E
S

SEPTEMBER 10TH, 2018

Feet
0 200 400

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 occur. Please contact the Department of Community Development with any questions regarding this map product.



CITY OF CAPE CORAL
Department of
Community Development
Planning Division

CURRENT ZONING MAP
500' Proximity Buffer

Case No. ZA18-0007

LEGEND

- 500' Proximity Boundary
- Subject Parcels

Zoning

- C-1
- R-1B
- RD

Cape Coral FLORIDA
You'll Like the Attitude in Paradise

N W E S

SEPTEMBER 10TH, 2018

Feet
0 330 660

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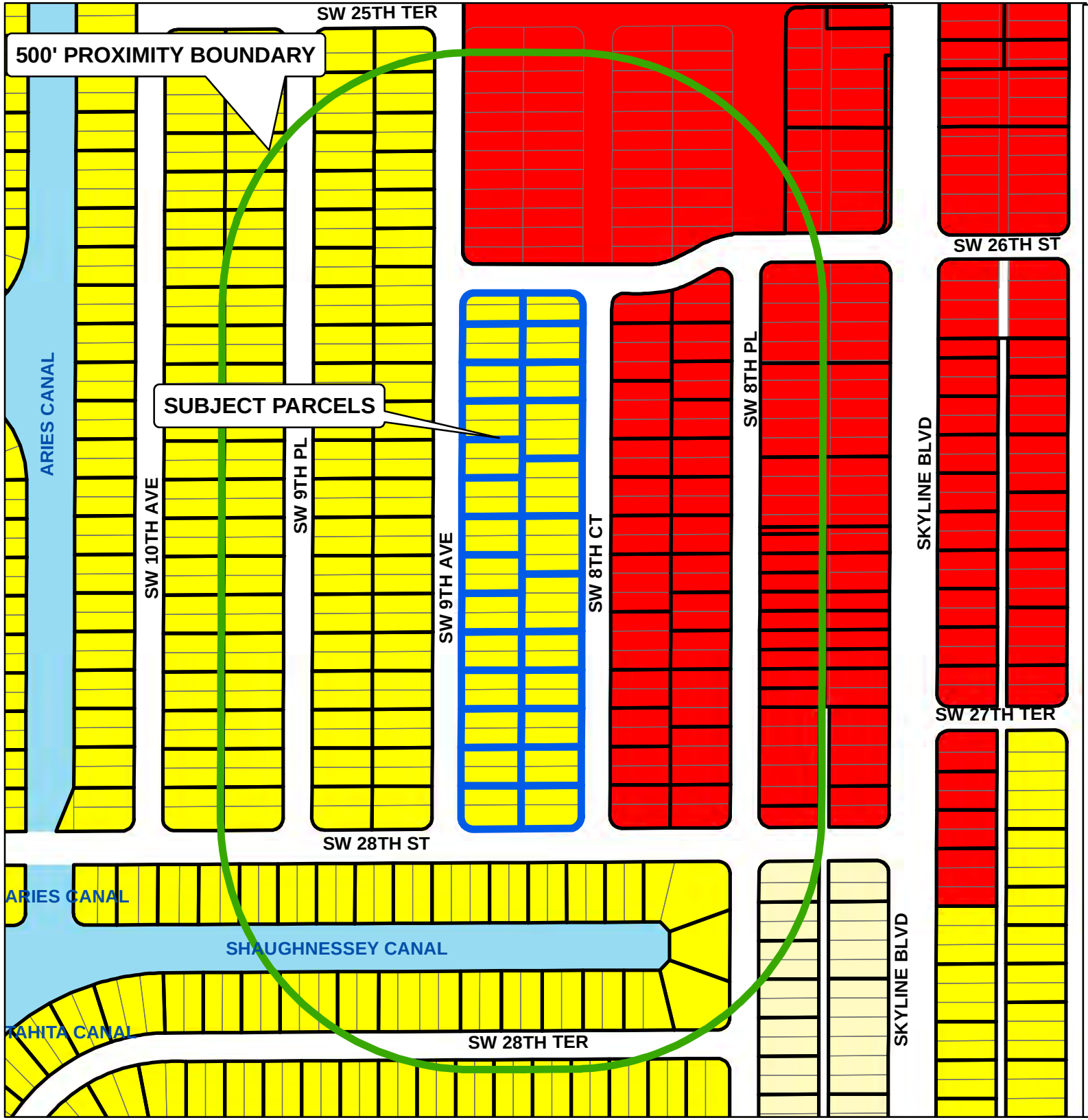

CITY OF CAPE CORAL
Department of
Community Development
Planning Division

PROPOSED ZONING MAP
500' Proximity Buffer

Case No. ZA18-0007

LEGEND

- 500' Proximity Boundary
- Subject Parcels

Zoning

- C-1
- R-1B
- RD

Cape Coral FLORIDA
You'll Like the Attitude in Paradise

N W E S

SEPTEMBER 10TH, 2018

Feet
0 330 660

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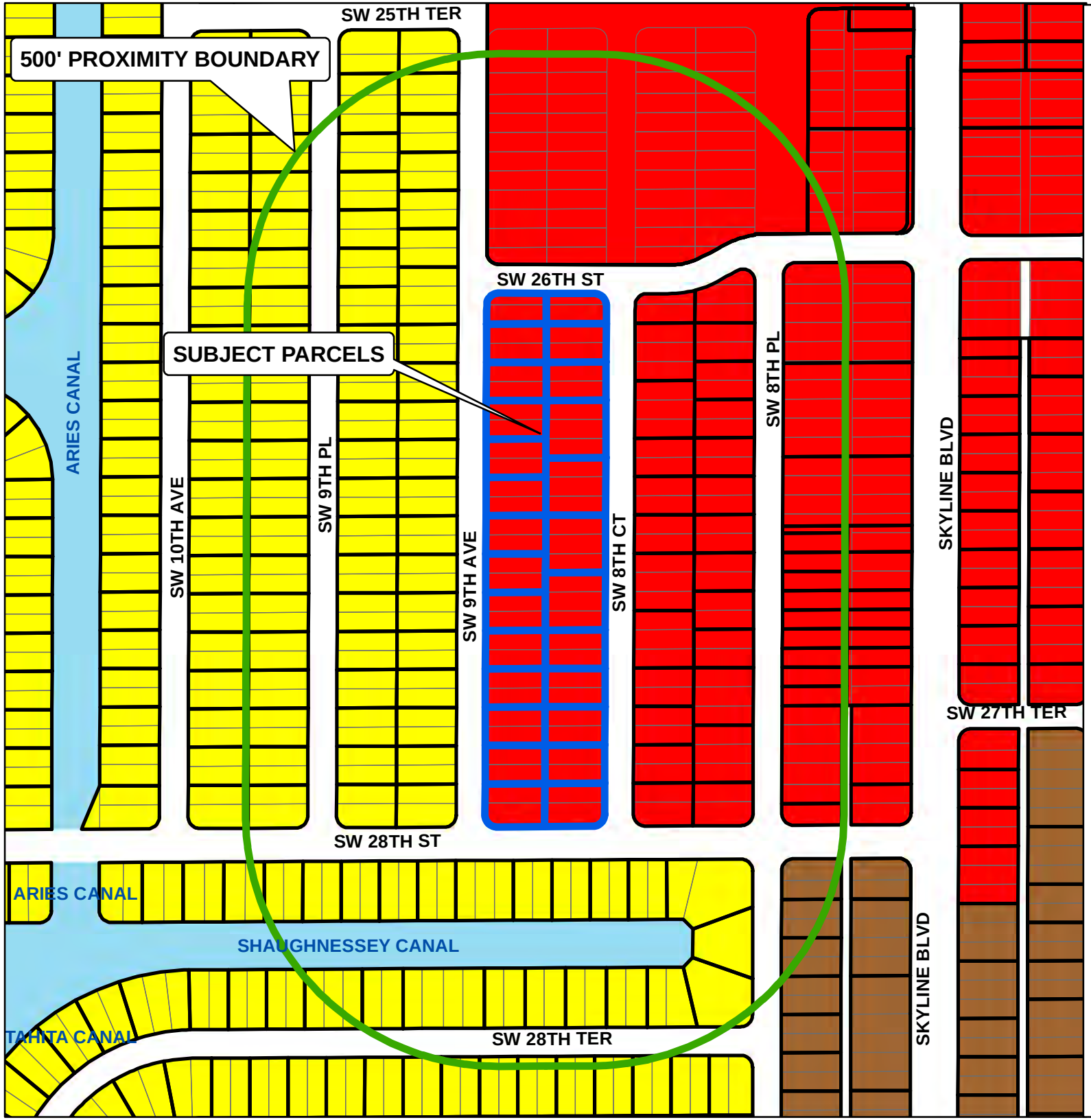

CITY OF CAPE CORAL
Department of
Community Development
Planning Division

CURRENT FUTURE
LAND USE MAP
500' Proximity Boundary

Case No. ZA18-0007

LEGEND

- Subject Parcels
- 500' Proximity Boundary

Future Land Use

- SF
- MF
- CP

Cape Coral
FLORIDA
You'll Like the Attitude in Paradise

N
W E
S

SEPTEMBER 10TH, 2018

Feet
0 330 660

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Owner_Name	Mailing_Ad	Mailing_Ci	Maili	Mailing_Zi
2311803 ONTARIO INC	161 PEEL ST	BARRIE	ON	L4M 3L7 CA
CAMIRE R + MARTHE	581 MAHEUX ST	THETFORD MINES	QC	G6H 1S7 CA
MARENTETTE RONALD R	778 ASSUMPTION ST	WINDSOR	ON	N9A 3B6 CA
PB&A MANAGEMENT AND DEVELOPMENT 2 INC	116 CHEPSTOW CLOSE	LONDON	ON	N6G 3S2 CA
JOURDAIN SERGE + JOURDAIN MARC-FABIAN J/T	32 ALLE JACQUES THIBAUD	26000 VALENCE		FRANCE
BUECHERL HEINRICH	MUGLHOF 19	92637 WEIDEN I D OPF		GERMANY
DEJA GUENTER + SABINE	WEINBERG STR 25	74918 ANGELBACHTAL		GERMANY
HIMMELSPACH RALPH + HIMMELSPACH MONICA T/C	AM SONNENBERG 15	SEELBACH 77960		GERMANY
RICKERMANN ERNST	KIRCHSTRASSE 6	49774 LAEHDEN		GERMANY
HERNANDEZ J A + DOLORES	PO BOX 190	SAN PEDRO SULA		HONDURAS
LARSSON ROBIN	PO BOX 24852	NAIROBI		KENYA
CUARE LLC	CALLE GUADARRAMA 22 PORTAL 1D	MADRID		28670 SPAII
RAMDASS RAMNARINE + JEAN TARA	4 GASTON ST	CHAGUANAS LANGE PARK		TRINIDAD A
2018-3 IH BORROWER LP	1717 MAIN ST STE 2000	DALLAS	TX	75201
ABC FINANCIAL TRUST INC	4406 DEL PRADO BLVD S	CAPE CORAL	FL	33904
AMBER US INVESTMENTS LLC	2709 SW 28TH AVE	CAPE CORAL	FL	33914
AMERICAN ESTATE + TRUST	6900 WESTCLIFF DR STE 603	LAS VEGAS	NV	89145
ANDREW R ADAM + AMANDA	840 SW 28TH TER	CAPE CORAL	FL	33914
APITZSCH RUTH	217 LAKEVIEW ST	SAINT CLAIRSVILLE	OH	43950
ARROW RE SUB 1 LLC	6358 OLD MAHOGANY CT	NAPLES	FL	34109
ASKEW NICOLE L	2632 SW 9TH PL	CAPE CORAL	FL	33914
AVENDANO GOMEZ DORIS P	2542 SW 9TH AVE	CAPE CORAL	FL	33914
BANK OF AMERICA NA	101 N TRYON ST	CHARLOTTE	NC	28255
BOSTER BRET A	PO BOX 10	TOWNSEND	MT	59644
BUSCH DONALD L + THERESA J	6334 WATERFORD RD	MADISON	WI	53719
CAHILL WILLIAM A III TR + CAHILL LINDA A TR FOR 2719 SW 9TH PL LAND TRUST	1707 SW 6TH AVE	CAPE CORAL	FL	33991
CAJUN HOMES LLC	226 SW 41ST TER	CAPE CORAL	FL	33914
CAMILO VINCENT + AIDA M	924 NE 36TH AVE	HOMESTEAD	FL	33033
CAPE CORAL POOH LLC	101 W 55TH ST	NEW YORK	NY	10019
CASTELFORTE MARIE E	2601 SW 9TH PL	CAPE CORAL	FL	33914
CATOMER JOSEPH J & CATOMER SAMANTHA K	2541 SW 9TH PL	CAPE CORAL	FL	33914
CAVANAUGH CYNTHIA A	2706 SW 8TH CT	CAPE CORAL	FL	33914
CERBERUS SFR HOLDINGS II LP	1850 PARKWAY PL STE 900	MARIETTA	GA	30067
COMMONWEALTH FOUNDATION FOR CA	800 CANAL ST STE 1900	RICHMOND	VA	23219
D R HORTON INC	10541 BEN C PRATT	FORT MYERS	FL	33966
DALASKEY DAVID B + TRACY	824 SW 28TH TER	CAPE CORAL	FL	33914
DARBIE LLC	7700 MILESTRIP RD	ORCHARD PARK	NY	14127
DUNCAN WM + ISABELLA	7588 LIME LN	PARMA	OH	44129
EASY STREET PROPERTY INVESTORS	319 VANND R STS E # 112	JACKSON	TN	38305

EQUITY TRUST COMPANY DBA STERLING TRUST CUSTODIAN FBO KATHERINE DAVIS 401K	15301 RIVER BY ROAD	FORT MYERS	FL	33908
FEDEWA THOMAS R + BARBARA	2723 SW 8TH CT	CAPE CORAL	FL	33914
FISCHER VINCENSA + FISCHER JOSEPH T/C	525 HENRY ST	BROOKLYN	NY	11231
FLICK MARIA ROSA	2629 SW 9TH AVE	CAPE CORAL	FL	33914
GAINES MARK + DEBORAH A	828 SW 28TH TER	CAPE CORAL	FL	33914
GARCIA JOAN JOSNELL & GUATARASMA DAVID A	2608 SW 9TH PL	CAPE CORAL	FL	33914
GARGANO GIUSEPPE + ANAHIT	2625 SW 8TH CT	CAPE CORAL	FL	33914
GATTURNA FRANCIS + BETH	2620 SW 8TH PL	CAPE CORAL	FL	33914
GEARY DAVID M + MARTHA M	2633 SW 9TH PL	CAPE CORAL	FL	33914
GOODWIN CONSTRUCTION CORP	2733 OAK RIDGE CT STE 101-102	FORT MYERS	FL	33901
GRASSL PETRA	1941 ACADEMY BLVD	CAPE CORAL	FL	33990
HANCOCK FRANCIS J	2710 SW 8TH CT	CAPE CORAL	FL	33914
HENRY JUANITA	900 SW 28TH TER	CAPE CORAL	FL	33914
HOME DEPOT USA INC	PO BOX 105842	ATLANTA	GA	30348
HOOPES ERNEST R + RACHEL M	832 SW 28TH ST	CAPE CORAL	FL	33914
INA GROUP LLC	6333 APPLES WAY STE 115	LINCOLN	NE	68516
JUMALON PENIEL T + JEANETTE R	2613 SW 9TH PL	CAPE CORAL	FL	33914
KEMP MATTHEW C	2612 SW 9TH AVE	CAPE CORAL	FL	33914
KEMP STEPHEN G + ELLEN K	2621 SW 9TH AVE	CAPE CORAL	FL	33914
KERR FRANK + SANDRA	2714 SW 9TH PL	CAPE CORAL	FL	33914
KIZZIRE TIMOTHY POWELL II + SLAFER SUMMER RUTH	2540 SW 9TH PL	CAPE CORAL	FL	33914
KOTLER DAVID M	2722 SW 9TH PL	CAPE CORAL	FL	33914
LADY LU LLC	6358 OLD MAHOGANY CT	NAPLES	FL	34109
LASCELLES KATHLEEN TR FOR KATHLEEN LASCELLES TRUST	2330 CHATHAM RD	SPRINGFIELD	IL	62704
LEVENTURES LLC	224 93RD ST	BROOKLYN	NY	11209
LIBRETTO NICHOLAS P TR FOR NICHOLAS P LIBRETTO TRUST	1134 NW 2ND PL	CAPE CORAL	FL	33993
LJH INVESTMENTS LLC	2524 LAUREL GLEN DR	LAKELAND	FL	33803
LONEGRAN BRADLEY A & LONEGRAN JOANNE M	22420 CEDAR DR	BETHEL	MN	55005
LONG RUSSEL H JR + PATRICIA A	91 OTIS RD	BARRINGTON	IL	60010
LOPEZ JERRY + MARIBEL	2715 SW 8TH CT	CAPE CORAL	FL	33914
LOPEZ JOSUE ARMANDO DIAZ	2530 SW 9TH AVE	CAPE CORAL	FL	33914
MANZI DOUGLAS J	PO BOX 101349	CAPE CORAL	FL	33910
MATACHANA YISSEL EMILA	2621 SW 9TH PL	CAPE CORAL	FL	33914
MCCRACKEN RANDY + MARLENE J	2609 SW 9TH AV	CAPE CORAL	FL	33914
MITCHELL DIANNIA	2221 SE 15TH ST	CAPE CORAL	FL	33990
MOHRMANN ANDREA	21740 S TAMIAMI TRL STE 112	ESTERO	FL	33928
MORAN DENNIS L + VICKIE L	2710 SW 9TH AV	CAPE CORAL	FL	33914
MPK GATOR PROPERTIES LLC	77 TROY RD	EAST GREENBUSH	NY	12061
MYOTT CAROL	15 PERHAM ST	CHELMSFORD	MA	01824
NASON JENNIFER	2711 SW 8TH CT	CAPE CORAL	FL	33914
NICHOLS MARGARET + ESTURO JAMES CARL	2629 SW 9TH PL	CAPE CORAL	FL	33914
NORTHUP SCOTT E	2703 SW 9TH AVE	CAPE CORAL	FL	33914

O NEAL WILLIAM DENNIS TR FOR O NEAL FAMILY TRUST	462 WREN AVE	MIAMI SPRINGS	FL	33166
OCONNOR TAMI L	1410 SE 21ST LANE	CAPE CORAL	FL	33990
ODDY JEFFREY A	5819 SW 1ST PL	CAPE CORAL	FL	33914
OREILLY AUTOMOTIVE STORES INC	PO BOX 9167	SPRINGFIELD	MO	65801
ORTA SAMUEL + ORTA MARIA G T/C	15221 SW 172ND ST	MIAMI	FL	33187
ORTIZ PEDRO + JACQUELINE	2604 SW 9TH AVE	CAPE CORAL	FL	33914
PAHOLSKY DANIEL JAMES & PAHOLSKY AMANDA LYNN	836 SW 28TH TER	CAPE CORAL	FL	33914
PEASE AMY	1500 PANTIGO LN APT 105	CHESAPEAKE	VA	23320
PERALTA JACQUELINE	4530 BROADWAY APT 3J	NEW YORK	NY	10040
PERSONALIZED HEARING SOLUTIONS LLC	2825 SW 35TH ST	CAPE CORAL	FL	33914
PETITTE DAWN & RONALD	2625 SW 9TH PL	CAPE CORAL	FL	33914
PINNEY NELSON M	2703 SW 10TH AVE	CAPE CORAL	FL	33914
RAUSCH ANN	1223 SW 50TH ST	CAPE CORAL	FL	33914
REALTY INCOME PROPERTIES 29 LL	PO BOX 1017	CHARLOTTE	NC	28201
REYES AMMY RAFAELA & REYES DANIEL RICARDO	2710 SW 9TH PL	CAPE CORAL	FL	33914
RINDL DIANNA M TR + RINDL MANFRED TR FOR DIANNA M RINDL TRUST	PO BOX 72	PERRYVILLE	MO	63775
RINDL MANFRED + DIANNA M TR FOR DIANNA M RINDL TRUST	PO BOX 72	PERRYVILLE	MO	63775
RIVERA ERIC + RIVERA ANNISHA T/C	804 ZANA DR	FORT MYERS	FL	33905
RODRIGUEZ VICTOR HUGO	2605 SW 10TH AVE	CAPE CORAL	FL	33914
SAINEGHI RANDY E & SAINEGHI REBECCA S	2600 SW 9TH PL	CAPE CORAL	FL	33914
SANTIAGO DANIEL JOSE & LUIS LOURDES B	2715 SW 9TH PL	CAPE CORAL	FL	33914
SANTORO DOMINIC & LINDA	4 CUTTERS RUN	BARRINGTON	IL	60010
SASH THOMAS W	18110 LONGWATER RUN DR	TAMPA	FL	33647
SCHIFF EDWARD	2821 SW 51ST ST	CAPE CORAL	FL	33914
SFR 2012-1 FLORIDA LLC	1775 HANCOCK ST STE 200	SAN DIEGO	CA	92110
SHEEHAN BRIAN G	4658 158TH ST	FLUSHING	NY	11358
SHELTON TIMOTHY A & KAREN J	1101 MCCRORY ST	PUNTA GORDA	FL	33951
SHIPLEY ADAM	2723 SW 9TH PL	CAPE CORAL	FL	33914
SMITH JANAN L	2629 SW 8TH CT	CAPE CORAL	FL	33914
SODERLUND PROPERTY LLC	5305 MALAUKA CT	CAPE CORAL	FL	33904
SORCE PASQUALE A + PATRICIA R	904 SW 28TH TER	CAPE CORAL	FL	33914
SPRUCE DOROTHY B	2612 SW 9TH PL	CAPE CORAL	FL	33914
STEELE DOROTHY J	144 SW 38TH TER	CAPE CORAL	FL	33914
SULLICO II LLC	15946 DOUBLE EAGLE DR	MORRISON	CO	80465
TAYLOR NORMAN I JR + MICHELLE	2537 SW 9TH PL	CAPE CORAL	FL	33914
TICICH CHRISTOPHER & ANGELA	2536 SW 9TH PL	CAPE CORAL	FL	33914
VANISKA JAMES	2608 SW 9TH AVE	CAPE CORAL	FL	33914
VOGTLAND H DIETER TR FOR H DIETER VOGTLAND TRUST	4400 GULF PINES DR	SANIBEL	FL	33957
WALDRON GERARD + JEANMARIE	2608 MALAITA CT	CAPE CORAL	FL	33991

WALKER SALLY	12 HIGH ST	MORGANVILLE	NJ	07751
WALSH MAUREEN TR FOR FRANCIS L MCVEY + MAUREEN H WALSH TRUST	2621 SW 10TH AVE	CAPE CORAL	FL	33914
WEAVER ANGIE Z TR + WEAVER DONALD J TR FOR ANGIE Z WEAVER TRUST	1725 SW 51ST ST	CAPE CORAL	FL	33914
WHEELER LISA	PO BOX 61265	FORT MYERS	FL	33906
WHEELER PATRICK	2718 SW 9TH AVE	CAPE CORAL	FL	33914
WITT DAVID C + SUSAN	2609 SW 10TH AVE	CAPE CORAL	FL	33914
YAPELLO JOSEPH NICHOLAS & BRALEY-YAPELLO BONNIE SUSAN	2617 SW 10TH AVE	CAPE CORAL	FL	33914
YEBERNETSKY LISA	6 CHERRYWOOD DR	DU BOIS	PA	15801
ZESKE THOMAS F	10569 BRANDY LN	ABINGDON	VA	24210

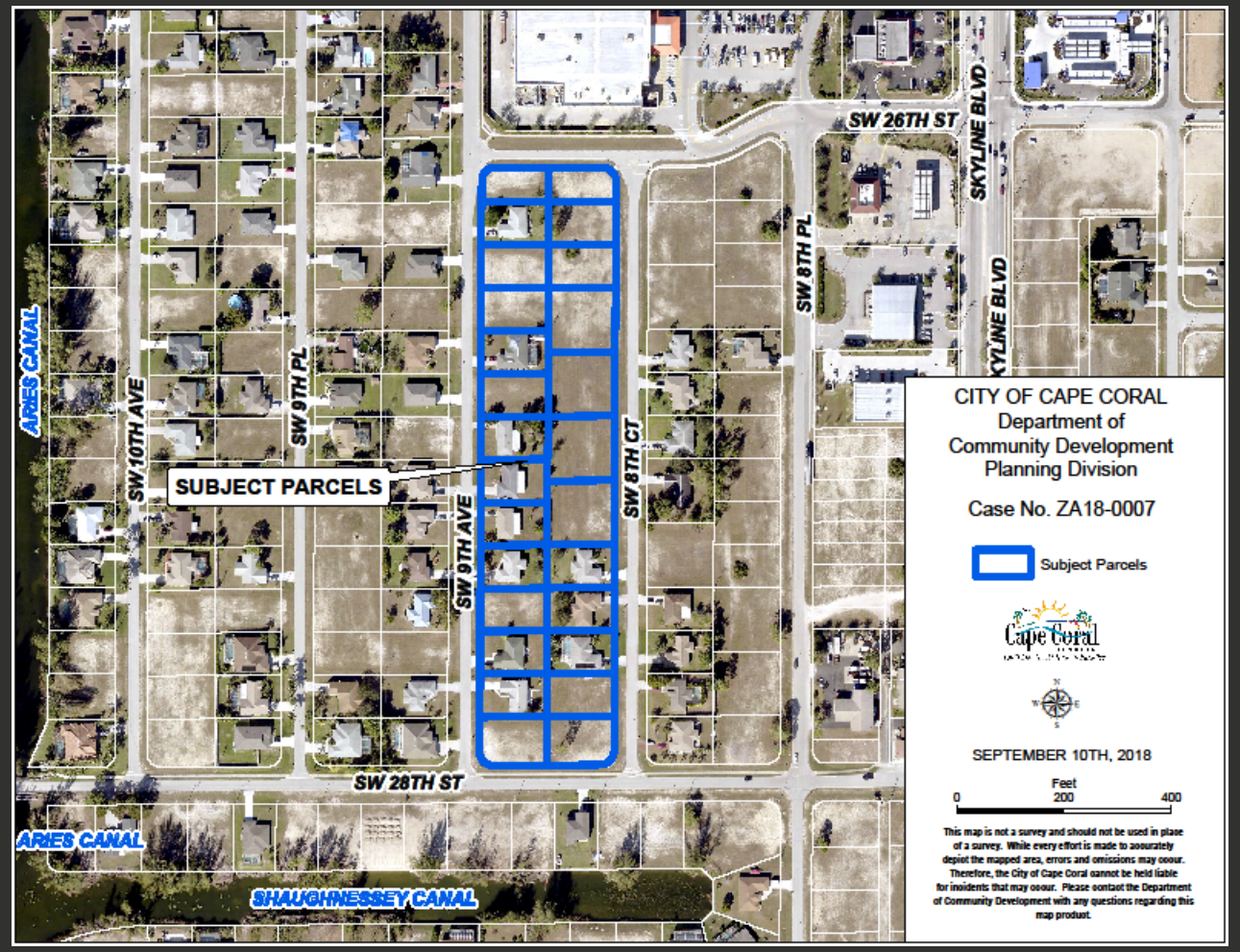
ZA18-0007

Cape Coral City Council

ZA18-0007

- Applicants: Sullico, LLC (Multiple Owners)
- Location: Lots 1-28 and 55-82 in Block 3170 / South of Veterans Parkway and West of Skyline Boulevard
- Area: 6.4 acres
- Urban Services: Transition
- Request: A rezone from Pedestrian Commercial (C-1) to Single-Family Residential (R-1B)

ZA18-0007


SW 26TH ST
SKYLINE BLVD
SW 8TH PL
SW 8TH CT
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SW 10TH AVE
SW 9TH AVE
SUBJECT PARCELS
SW 28TH ST
ARIES CANAL
SHAUGHNESSEY CANAL
CITY OF CAPE CORAL
Department of
Community Development
Planning Division
Case No. ZA18-0007
Subject Parcels
Cape Coral
SEPTEMBER 10TH, 2018
Feet
0
200
400
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 occur. Please contact the Department of Community Development with any questions regarding this map product.

DURDEN PKWY
KISMET PKWY W
KISMET PKWY E
GULFSTREAM PKWY
DIPLOMAT PKWY W
DIPLOMAT PKWY E
YBOR CITY PKWY
TROPICANA PKWY W
TROPICANA PKWY E
EMBERS PKWY
HANCOCK BRIDGE PKWY
CRITTUS PKWY
VIZCAYA PKWY
TRAFALGAR PKWY
EVERGLADES BLVD
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SAVONA PKWY
BEACH PKWY
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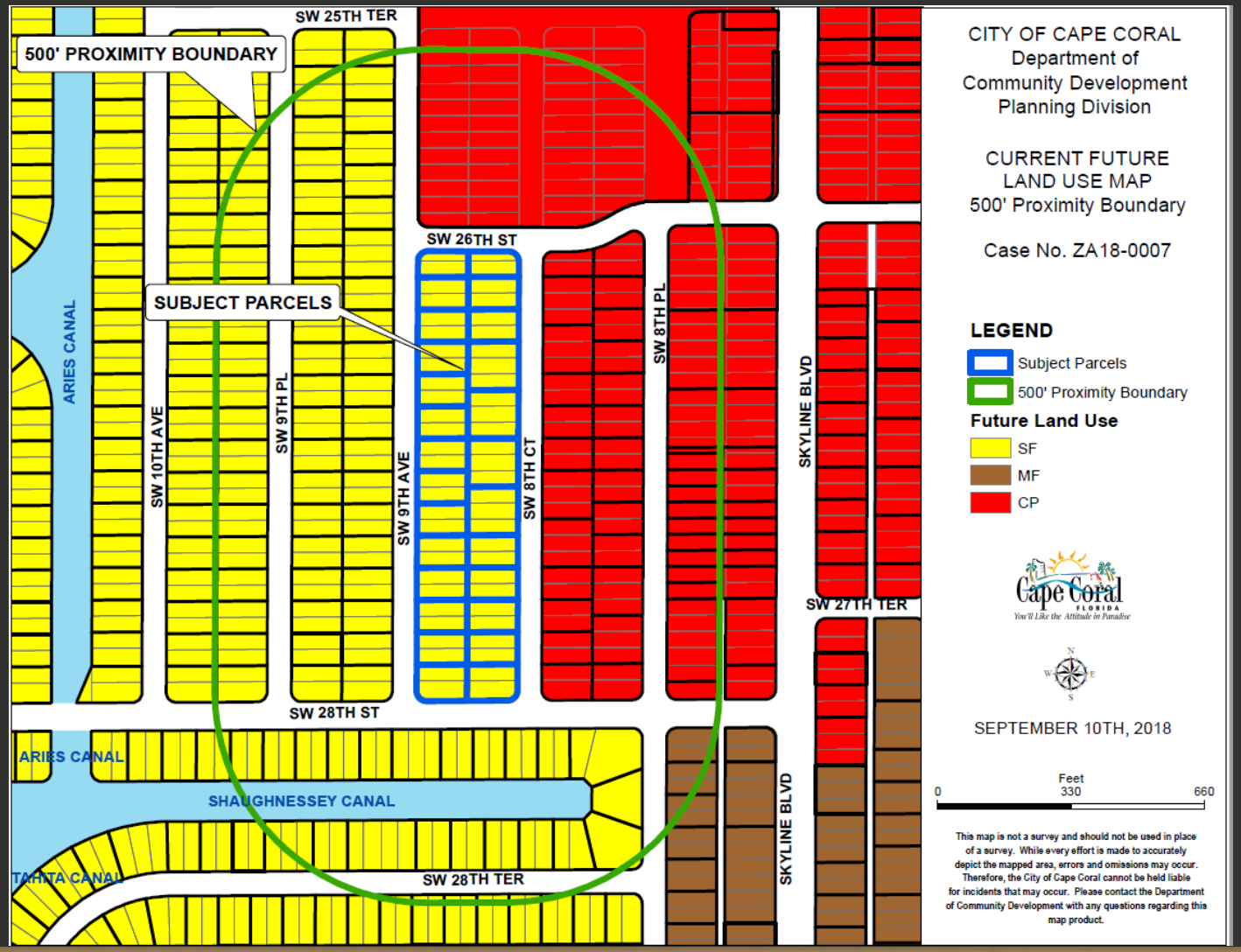
Current FLU


500' PROXIMITY BOUNDARY
SUBJECT PARCELS
SW 25TH TER
SW 26TH ST
SW 28TH ST
SW 28TH TER
SW 27TH TER
ARIES CANAL
SW 10TH AVE
SW 9TH PL
SW 9TH AVE
SW 8TH CT
SW 8TH PL
SKYLINE BLVD
SHAUGHNESSEY CANAL
TAHITA CANAL
CITY OF CAPE CORAL
Department of
Community Development
Planning Division
CURRENT FUTURE
LAND USE MAP
500' Proximity Boundary
Case No. ZA18-0007
LEGEND
Subject Parcels
500' Proximity Boundary
Future Land Use
SF
MF
CP
Cape Coral
FLORIDA
You'll Like the Attitude in Paradise
N
W
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SEPTEMBER 10TH, 2018
Feet
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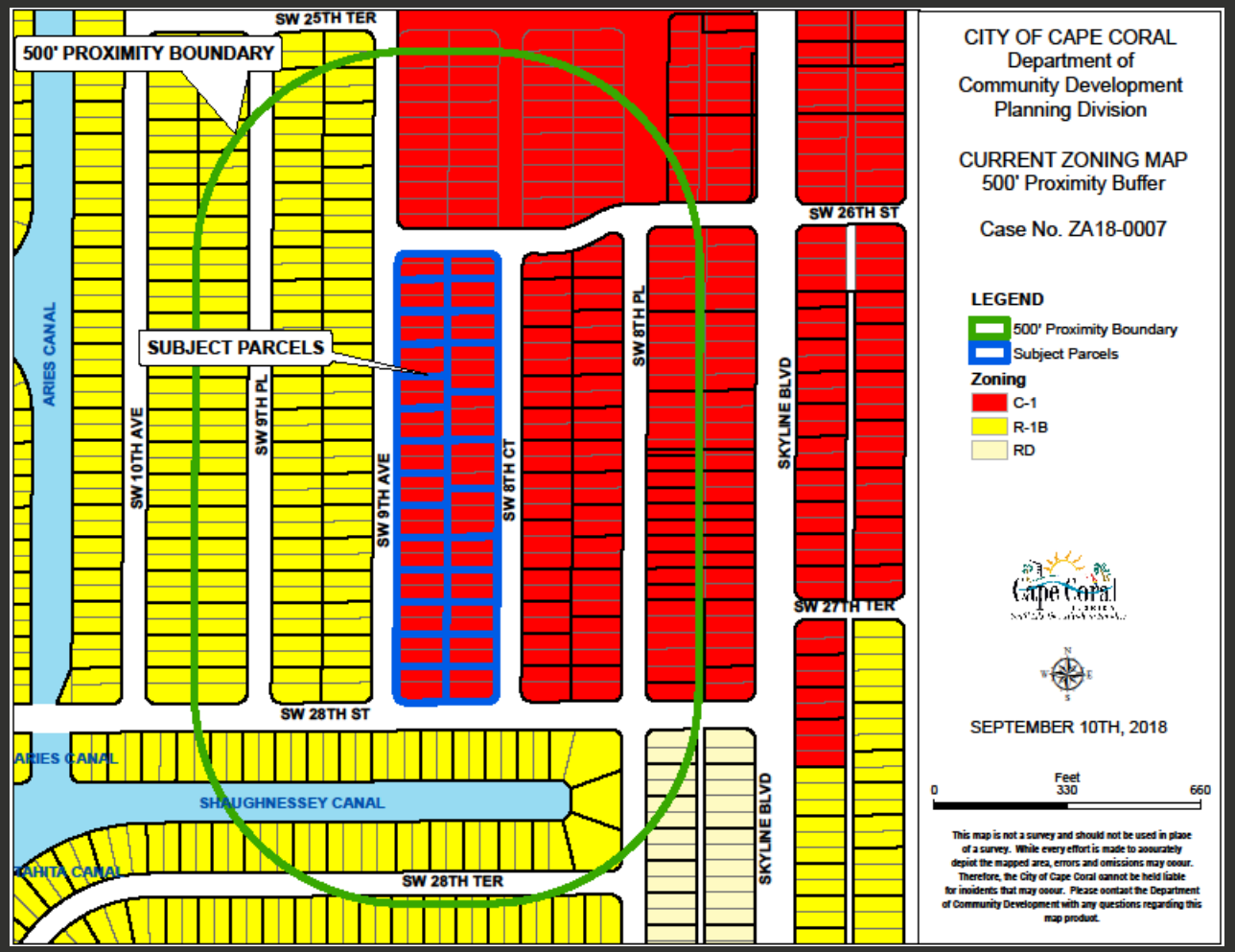
500' PROXIMITY BOUNDARY
SUBJECT PARCELS
SW 25TH TER
SW 26TH ST
SW 27TH TER
SW 28TH ST
SW 28TH TER
SW 10TH AVE
SW 9TH PL
SW 9TH AVE
SW 8TH CT
SW 8TH PL
SKYLINE BLVD
ARIES CANAL
SHAUGHNESSEY CANAL
CAHITA CANAL
CITY OF CAPE CORAL
Department of
Community Development
Planning Division
CURRENT ZONING MAP
500' Proximity Buffer
Case No. ZA18-0007
LEGEND
500' Proximity Boundary
Subject Parcels
Zoning
C-1
R-1B
RD
SEPTEMBER 10TH, 2018
Feet
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660
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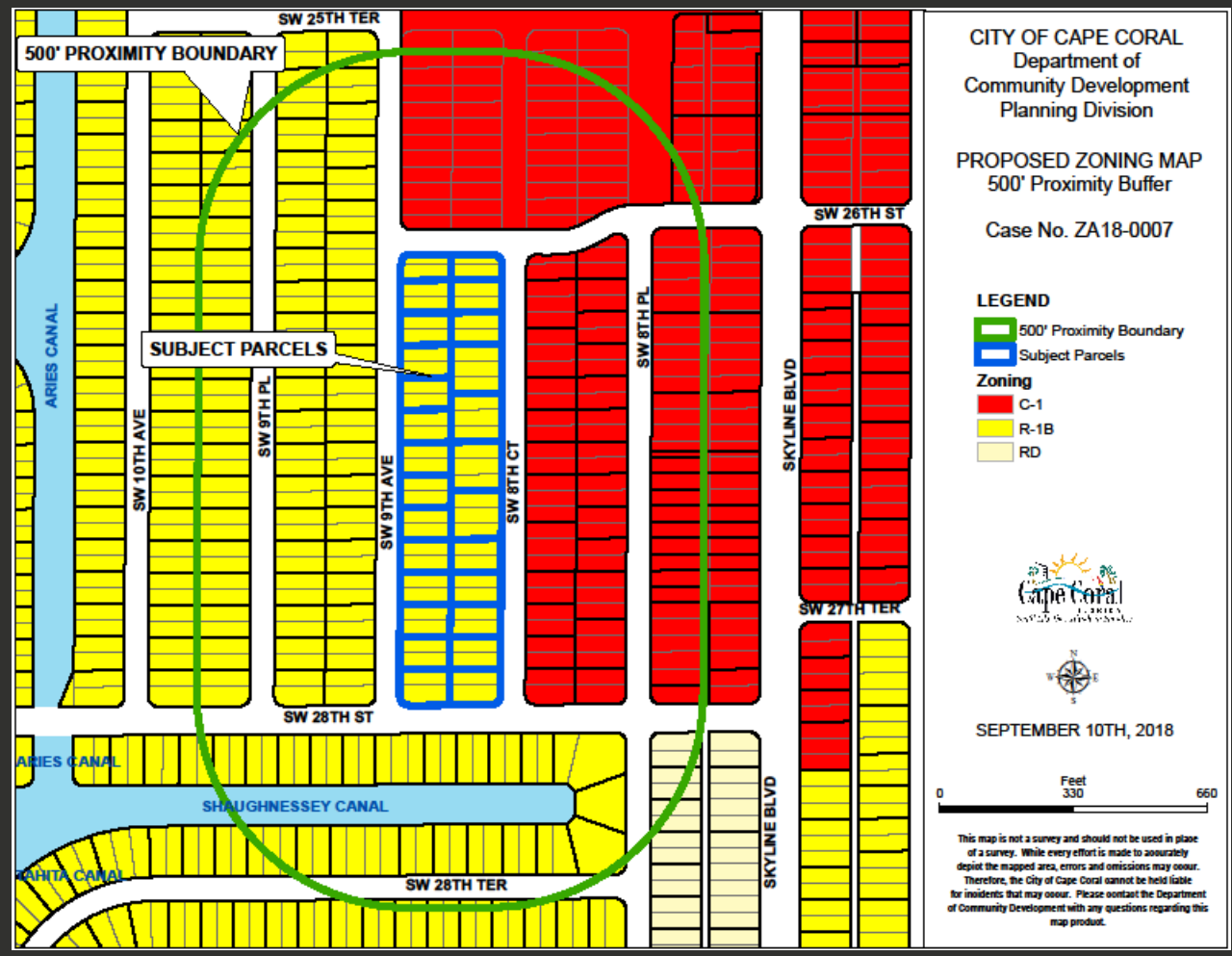
500' PROXIMITY BOUNDARY
SUBJECT PARCELS
SW 25TH TER
SW 26TH ST
SW 27TH TER
SW 28TH ST
SW 28TH TER
SW 10TH AVE
SW 9TH PL
SW 9TH AVE
SW 8TH CT
SW 8TH PL
SKYLINE BLVD
ARIES CANAL
SHAUGHNESSEY CANAL
CAHITA CANAL
CITY OF CAPE CORAL
Department of
Community Development
Planning Division
PROPOSED ZONING MAP
500' Proximity Buffer
Case No. ZA18-0007
LEGEND
500' Proximity Boundary
Subject Parcels
Zoning
C-1
R-1B
RD
SEPTEMBER 10TH, 2018
Feet
0
330
660
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Findings of Fact

- Site is 56 lots / 26 parcels.
- 11 homes have been developed.
- The applicant owns 13 parcels – remainder are scattered ownership.
- A portion of Block 3170 is a part of the Home Depot development.
- The site is bounded by 4 local streets.
- Applicant is seeking to build single-family homes.

Future Land Use and Zoning History

- 1989 – Block 3170 designated as Single-Family/Multi-Family (SM)
- 2002/2005 – Future Land Use amended to Commercial/Professional (CP)
- 2002/2008 – Zoning changed from Single-Family Residential (R-1B) to Pedestrian Commercial (C-1).
- 2018 – Amendment approved from CP to Single-Family Residential (SF)

Analysis

- Planning staff reviewed the rezone with following Comp Plan policies
  - Policy 1.13 (Commercial Nodes) – The site is 1,300 linear feet away from intersection of Skyline Boulevard and Veterans Parkway, however, existing commercial land is between the site and the node. Staff finds the site is still at a commercial node but the location may make commercial development difficult.
  - Policy 1.14 (Commercial Siting Guidelines) – The site is consistent or partially consistent with 6 of the 8 guidelines (major intersection, adequate depth, compactness, assembly, intrusion, and ownership pattern). Non consistent with 2 guidelines (access, integration).

LUDR, Section 8.7

- Rezone may decrease value of the site. Rezone is requested by applicant, therefore, risk is diminished.
- Surrounding area is unlikely to be diminished by rezone. Single-family homes to the west and south.
- Rezone would make site consistent with future land use designation.
- No commercial development has occurred in 10 years since site was designated commercial.
- Rezone would make site compatible with areas to west and south.
- The rezone would be a loss of designated commercial land / staff notes the land may have difficulty developing as commercial.

Recommendation

- Through the analysis of the Cape Coral Comprehensive Plan and specifically the Future Land Use Element, the rezone to Single-Family Residential (R-1B) zoning is consistent with the Comprehensive Plan, the Land Use and Development Regulations, and is compatible with the surrounding area, therefore, Planning Division staff recommends **approval** of the rezone request.
- The Hearing Examiner recommended **approval** **of the rezone.**

Item Number:	**A.(2)**
Meeting Date:	**12/10/2018**
Item Type:	**ORDINANCES/RESOLUTIONS - Public Hearings**

AGENDA REQUEST FORM
CITY OF CAPE CORAL

TITLE:
Resolution 274-18 (AP 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:

SUMMARY EXPLANATION AND BACKGROUND:
A resolution either affirming or reversing the decision of the Hearing Examiner rendered on September 11, 2018, in VA HEX Order 6-2018, that denied a variance of seven (7) feet from the minimum front setback requirement of 25 feet to allow a single-family home to be constructed 18 feet from the front property line in a Single-Family Residential (R-1B) zone; property is located at 5205 Sea Gull Court.

LEGAL REVIEW:
John E. Naclerio III, Assistant City Attorney

EXHIBITS:
Resolution 274-18 Affirm Denial
Resolution 274-18 Reverse Denial
VA HEX Order 6-2018
Back up materials
Staff presentation

PREPARED BY:

Division- Department- City Attorney

SOURCE OF ADDITIONAL INFORMATION:
Justin Heller, Senior Planner

ATTACHMENTS:

	Description	Type
🗋	Resolution 274-18 Affirm Denied VA	Resolution
🗋	Resolution 274-18 Reverse Denied VA	Resolution
🗋	VA HEX Order 6-2018	Backup Material
🗋	Back up materials	Backup Material
🗋	Staff Presentation	Backup Material

RESOLUTION 274 - 18

A RESOLUTION PURSUANT TO THE CITY OF CAPE CORAL LAND USE AND DEVELOPMENT REGULATIONS, ARTICLE VIII, ADMINISTRATION, SECTION 8.3, PUBLIC HEARINGS, SECTION 8.10, VARIANCES, AND SECTION 8.9, APPEALS, AND THE CITY OF CAPE CORAL COMPREHENSIVE PLAN, AFFIRMING THE DECISION OF THE HEARING EXAMINER RENDERED ON SEPTEMBER 11, 2018, IN VA HEX ORDER 6-2018, THAT DENIED A VARIANCE OF SEVEN (7) FEET FROM THE MINIMUM FRONT SETBACK REQUIREMENT OF 25 FEET TO ALLOW A SINGLE-FAMILY HOME TO BE CONSTRUCTED 18 FEET FROM THE FRONT PROPERTY LINE IN A SINGLE-FAMILY RESIDENTIAL (R-1B) ZONE ON PROPERTY DESCRIBED AS LOTS 20, 21 AND 22, BLOCK 129, CAPE CORAL UNIT 5, AS MORE PARTICULARLY DESCRIBED HEREIN; PROPERTY IS LOCATED AT 5205 SEA GULL COURT; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Cape Coral Hearing Examiner has specifically considered the request of ROBERT W. SCHMID, TRUSTEE FOR THE ROBERT W. SCHMID REVOCABLE TRUST, and, after a Public Hearing on September 4, 2018, denied the aforesaid request by rendering VA HEX Order 6-2018; and

WHEREAS, ROBERT W. SCHMID, TRUSTEE FOR THE ROBERT W. SCHMID REVOCABLE TRUST, is exercising his right to appeal to the Cape Coral City Council.

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

Section 1. That the City of Cape Coral City Council having specifically considered the decision of the Cape Coral Hearing Examiner, the recommendation of the Planning Division of the City of Cape Coral, the presentation made by the Applicant(s) before this Board at a public meeting, and the criteria set forth in the City of Cape Coral Land Use and Development Regulations, Article VIII, Administration, Section 8.3, Public Hearings, and Section 8.10, Variances, the City of Cape Coral Comprehensive Plan, the application materials submitted with Application AP 18-0004, and all other evidence presented, hereby affirms the decision of the Hearing Examiner rendered in VA HEX Order 6-2018, that denied a VARIANCE OF SEVEN (7) FEET FROM THE MINIMUM FRONT SETBACK REQUIREMENT OF 25 FEET TO ALLOW A SINGLE-FAMILY HOME TO BE CONSTRUCTED 18 FEET FROM THE FRONT PROPERTY LINE IN A SINGLE-FAMILY RESIDENTIAL (R-1B) ZONE for the below-described property:

LOTS 20, 21 AND 22, BLOCK 129, CAPE CORAL, UNIT 5, A SUBDIVISION ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 11, PAGES 80 THROUGH 90, INCLUSIVE, PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

AND

A PARCEL OF LAND SITUATED IN LOT 19, BLOCK 129, CAPE CORAL, UNIT 5, A SUBDIVISION ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 11, PAGES 80 THROUGH 90, INCLUSIVE, PUBLIC RECORDS OF LEE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: BEGIN AT A POINT WHICH BEARS N 25°00' W 81.87 FEET FROM THE SOUTHWEST CORNER OF LOT 20, ALONG PLATTED PROPERTY LINE; THENCE N 25°00' W 45.52 FEET; THENCE S 31°30'00"W 12.42; THENCE S 40°15'42"E 40.65 FEET TO THE POINT OF BEGINNING

LESS AND EXCEPT THE FOLLOWING PARCEL

A PARCEL OF LAND IN LOT 20, BLOCK 129, CAPE CORAL, UNIT 5, A SUBDIVISION ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 11, PAGES 80 THROUGH 90, INCLUSIVE, PUBLIC RECORDS OF LEE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 20, PROCEED N 25°00' W 81.87 FEET ALONG THE PLATTED PROPERTY LINE; THENCE S 40°15'42" E, 64.53 FEET; THENCE SOUTHERLY ALONG THE ARC OF A CIRCLE, RADIUS 50 FEET, CENTRAL ANGLE 30°04'59", A DISTANCE OF 26.25 FEET TO THE POINT OF BEGINNING

ALSO LESS AND EXCEPT THE FOLLOWING PARCEL

PART OF LOT 22, BLOCK 129, CAPE CORAL, UNIT 5, A SUBDIVISION ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 11, PAGES 80 THROUGH 90, INCLUSIVE, PUBLIC RECORDS OF LEE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 22, THENCE CONTINUE N 25°00'00" W ALONG SAID COMMON LINE FOR 58.43 FEET TO THE NORTHEAST CORNER OF SAID LOT 22, THENCE S 34°30'00" W LONG THE NORTHWESTERLY LINE OF SAID LOT 22 FOR 10.00 FEET; THENCE S 34°10'23" E FOR 54.05 FEET TO THE POINT OF BEGINNING.

BEING MORE ALTOGETHER PROPERLY DESCRIBED AS FOLLOWS:

LOT 21, TOGETHER WITH A PART OF LOTS 19, 20, AND 22, OF BLOCK 129, UNIT 5, CAPE CORAL, A SUBDIVISION DESCRIBED IN PLAT BOOK 11, PAGE 87, PUBLIC RECORDS OF LEE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE EASTERNMOST CORNER OF SAID LOT 22, THENCE S 34°30'00"W ALONG THE SOUTH SIDE OF SAID LOTS 20, 21 AND 22, A DISTANCE OF 133.91 FEET TO A POINT OF CURVE TO THE LEFT, THENCE ALONG SAID CURVE, (RADIUS 50 FEET, DELTA ANGLE 03°34'33") 3.12 FEET; THENCE N 40°15'42"W 64.53 FEET TO THE EAST LINE OF SAID LOT 19; THENCE CONTINUE N 40°15'42"W 39.04 FEET TO THE NORTH LINE OF SAID LOT 19; THENCE ALONG SAID NORTH LINE, N 34°30'00"E 158.61 FEET; THENCE S 34°10'23"E 54.05 FEET TO THE EAST SIDE OF SAID LOT 22; THENCE ALONG SAID EAST SIDE, S 25°00'00"E 57.43 FEET TO THE POINT OF BEGINNING.

PROPERTY LOCATED AT: 5205 SEA GULL COURT

for the reason that such variance does not meet all of the criteria identified in the City of Cape Coral Land Use and Development Regulations, Section 8.10, Variances.

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.

_____
KIMBERLY BRUNS
INTERIM CITY CLERK

APPROVED AS TO FORM:

_____
JOHN E. NACLERIO
ASSISTANT CITY ATTORNEY
res/ap18-0004confirmdeniedVA

RESOLUTION 274 - 18

A RESOLUTION PURSUANT TO THE CITY OF CAPE CORAL LAND USE AND DEVELOPMENT REGULATIONS, ARTICLE VIII, ADMINISTRATION, SECTION 8.3, PUBLIC HEARINGS, SECTION 8.10, VARIANCES, AND SECTION 8.9, APPEALS, AND THE CITY OF CAPE CORAL COMPREHENSIVE PLAN, REVERSING THE DECISION OF THE HEARING EXAMINER RENDERED ON SEPTEMBER 11, 2018, IN VA HEX ORDER 6-2018, AND GRANTING A VARIANCE OF SEVEN (7) FEET FROM THE MINIMUM FRONT SETBACK REQUIREMENT OF 25 FEET TO ALLOW A SINGLE-FAMILY HOME TO BE CONSTRUCTED 18 FEET FROM THE FRONT PROPERTY LINE IN A SINGLE-FAMILY RESIDENTIAL (R-1B) ZONE ON PROPERTY DESCRIBED AS LOTS 20, 21 AND 22, BLOCK 129, CAPE CORAL UNIT 5, AS MORE PARTICULARLY DESCRIBED HEREIN; PROPERTY IS LOCATED AT 5205 SEA GULL COURT; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Cape Coral Hearing Examiner has specifically considered the request of ROBERT W. SCHMID, TRUSTEE FOR THE ROBERT W. SCHMID REVOCABLE TRUST, and, at a Public Hearing on September 4, 2018, denied the aforesaid request for a Variance by rendering VA HEX Order 6-2018; and

WHEREAS, ROBERT W. SCHMID, TRUSTEE FOR THE ROBERT W. SCHMID REVOCABLE TRUST, is exercising his right to appeal to the Cape Coral City Council.

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

Section 1. That the City of Cape Coral City Council having specifically considered the decision of the Cape Coral Hearing Examiner, the recommendation of the Planning Division of the City of Cape Coral, the presentation made by the Applicant(s) before this Board at a public meeting, and the criteria set forth in the City of Cape Coral Land Use and Development Regulations, Article VIII, Administration, Section 8.3, Public Hearings, and Section 8.10, Variances, the City of Cape Coral Comprehensive Plan, the application materials submitted with Application AP 18-0004, and all other evidence presented, hereby reverses the decision of the Hearing Examiner rendered in VA HEX Order 6-2018 and grants a VARIANCE OF SEVEN (7) FEET FROM THE MINIMUM FRONT SETBACK REQUIREMENT OF 25 FEET TO ALLOW A SINGLE-FAMILY HOME TO BE CONSTRUCTED 18 FEET FROM THE FRONT PROPERTY LINE IN A SINGLE-FAMILY RESIDENTIAL (R-1B) ZONE for the below-described property:

LOTS 20, 21 AND 22, BLOCK 129, CAPE CORAL, UNIT 5, A SUBDIVISION ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 11, PAGES 80 THROUGH 90, INCLUSIVE, PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

AND

A PARCEL OF LAND SITUATED IN LOT 19, BLOCK 129, CAPE CORAL, UNIT 5, A SUBDIVISION ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 11, PAGES 80 THROUGH 90, INCLUSIVE, PUBLIC RECORDS OF LEE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: BEGIN AT A POINT WHICH BEARS N 25°00' W 81.87 FEET FROM THE SOUTHWEST CORNER OF LOT 20, ALONG PLATTED PROPERTY LINE; THENCE N 25°00' W 45.52 FEET; THENCE S 31°30'00"W 12.42; THENCE S 40°15'42"E 40.65 FEET TO THE POINT OF BEGINNING

LESS AND EXCEPT THE FOLLOWING PARCEL

A PARCEL OF LAND IN LOT 20, BLOCK 129, CAPE CORAL, UNIT 5, A SUBDIVISION ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 11, PAGES 80 THROUGH 90, INCLUSIVE, PUBLIC RECORDS OF LEE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 20, PROCEED N 25°00' W 81.87 FEET ALONG THE PLATTED PROPERTY LINE; THENCE S 40°15'42" E, 64.53 FEET; THENCE SOUTHERLY ALONG THE ARC OF A CIRCLE, RADIUS 50 FEET, CENTRAL ANGLE 30°04'59", A DISTANCE OF 26.25 FEET TO THE POINT OF BEGINNING

ALSO LESS AND EXCEPT THE FOLLOWING PARCEL

PART OF LOT 22, BLOCK 129, CAPE CORAL, UNIT 5, A SUBDIVISION ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 11, PAGES 80 THROUGH 90, INCLUSIVE, PUBLIC RECORDS OF LEE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 22, THENCE CONTINUE N 25°00'00" W ALONG SAID COMMON LINE FOR 58.43 FEET TO THE NORTHEAST CORNER OF SAID LOT 22, THENCE S 34°30'00" W LONG THE NORTHWESTERLY LINE OF SAID LOT 22 FOR 10.00 FEET; THENCE S 34°10'23" E FOR 54.05 FEET TO THE POINT OF BEGINNING.

BEING MORE ALTOGETHER PROPERLY DESCRIBED AS FOLLOWS:

LOT 21, TOGETHER WITH A PART OF LOTS 19, 20, AND 22, OF BLOCK 129, UNIT 5, CAPE CORAL, A SUBDIVISION DESCRIBED IN PLAT BOOK 11, PAGE 87, PUBLIC RECORDS OF LEE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE EASTERNMOST CORNER OF SAID LOT 22, THENCE S 34°30'00"W ALONG THE SOUTH SIDE OF SAID LOTS 20, 21 AND 22, A DISTANCE OF 133.91 FEET TO A POINT OF CURVE TO THE LEFT, THENCE ALONG SAID CURVE, (RADIUS 50 FEET, DELTA ANGLE 03°34'33") 3.12 FEET; THENCE N 40°15'42"W 64.53 FEET TO THE EAST LINE OF SAID LOT 19; THENCE CONTINUE N 40°15'42"W 39.04 FEET TO THE NORTH LINE OF SAID LOT 19; THENCE ALONG SAID NORTH LINE, N 34°30'00"E 158.61 FEET; THENCE S 34°10'23"E 54.05 FEET TO THE EAST SIDE OF SAID LOT 22; THENCE ALONG SAID EAST SIDE, S 25°00'00"E 57.43 FEET TO THE POINT OF BEGINNING.

PROPERTY LOCATED AT: 5205 SEA GULL COURT

for the reason that the aforesaid variance meets the criteria identified in the City of Cape Coral Land Use and Development Regulations, Section 8.10, Variances.

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.

_____
KIMBERLY BRUNS
INTERIM CITY CLERK

APPROVED AS TO FORM:

_____
JOHN E. NACLERIO III
ASSISTANT CITY ATTORNEY
res/ap18-0004repealdeniedVA

OFFICE OF THE HEARING EXAMINER, CITY OF CAPE CORAL
HEARING EXAMINER ORDER

VA HEX Order 6-2018
Rendered September 11, 2018

APPLICATION FOR: Variance (DCD Case #VA18-0016)

NAME OF OWNER: Robert W Schmid Revocable Trust

NAME OF APPLICANT: Robert W. Schmid

APPLICANT'S AUTHORIZED REPRESENTATIVE: Joe Mazurkiewicz, Jr., Ph.D., BJM Consulting

PROPERTY ADDRESS: 5205 Sea Gull Court, Cape Coral, FL
Block 129, Lots 21, 22 and PT lots 19+20Less OR 3652/4400
Strap: 13-45-23-C4-00129.0210

FUTURE LAND USE CLASSIFICATION: Single Family (SF)

ZONING DISTRICT: Single Family Residential (R-1B)

HEARING DATE: September 4, 2018

I. SUMMARY OF REQUEST

The Applicant requests a seven (7) foot variance to Section 2.7.1D of the City Land Use and Development Regulations (LUDR) to allow a single-family home to be constructed 18 feet from the SE property line. LUDR § 2.7.1D requires a 25 foot front setback for buildings in the Single-Family Residential (R-1B) District.

II. SUMMARY OF HEARING EXAMINER ORDER

The Hearing Examiner **denies** the application for a variance.

III. NOTICE OF HEARING

Based on the testimony of City Staff Justin Heller at the Hearing, the Hearing Examiner finds that proper notice of this hearing was provided, in accordance with the requirements of Article VIII, §8.3, Public Hearings, of the City of Cape Coral Land Use and Development Regulations ("LUDRs").

IV. HEARING EXAMINER SITE VISIT

Pursuant to the authority set forth in LUDR § 8.3.1.C.6.a, the Hearing Examiner conducted a site visit of the subject property prior to the Hearing.

V. PARTICIPANTS IN HEARING

CITY STAFF: Justin Heller

CITY CLERK'S OFFICE: Patricia Sorrels

APPLICANT: Robert Schmid, Trustee

APPLICANT'S REPRESENTATIVE: Joe Mazurkiewicz, Jr., Ph.D., BJM Consulting[1]

TESTIMONY BY THE PUBLIC: No members of the public testified.

CORRESPONDENCE BY THE PUBLIC: The Applicant's Representative provided emails from Norma Colley[2] and Andrea Signorelli[3] to staff, who then provided them to the Hearing Examiner at the Hearing. These emails are attached to this Order and also available for review through the City Community Development Department.

VI. EXHIBITS:

APPLICANT'S EXHIBITS: previously submitted

CITY STAFF'S EXHIBITS: In addition to the exhibits previously submitted, Staff at the hearing provided an annotated copy of the City zoning map showing various lot depths. This was at the Hearing Examiner's request. The same City zoning map had been presented by Applicant's Representative (without Staff's annotations) during his case in chief. Applicant's Representative did not object to the admission of this annotated map into evidence.

VII. REVIEW OF LUDR REQUIREMENTS

Authority. The Hearing Examiner has the authority to approve or deny an application for a variance (LUDR §8.10.1). If granting a variance, the Hearing Examiner may prescribe appropriate conditions and safeguards in conformity with the LUDRs (LUDR §8.10.5).

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, upon review of the entirety of the record. It is Applicant's burden to prove that it does.

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[1] Mr. Mazurkiewicz was accepted by the Hearing Examiner as an expert witness on land planning issues, based upon his prior testimony and his recitation of credentials in similar hearings before the Hearing Examiner.

[2] The Applicant's Representative testified that Ms. Colley is Applicant's neighbor to the immediate east of the subject property.

[3] The Applicant's Representative testified that Ms. Signorelli is Applicant's neighbor to the immediate west of the subject property,

Hearsay evidence may be used for the purpose of supplementing or explaining other evidence, but shall not be sufficient by itself to support a finding unless it would be admissible over objection in court. In rendering this decision, the Hearing Examiner must consider all competent substantial evidence in the record as defined as defined by LUDR § 8.3.1.C.3.b.

Variance. A variance is a modification of the LUDR requirements, when such modification will not be contrary to the public interest where, because of conditions peculiar to the property involved and not the result of the actions of the applicant which occurred after the effective date of the LUDR provision(s), a literal interpretation of the LUDRs would result in unnecessary and undue hardship (LUDR § 8.10.2). Before any variance may be granted, the Hearing Examiner shall make findings of compliance with all variance standards, as set forth below (LUDR § 8.10.3, as amended).

VIII. TESTIMONY AT HEARING

Hearing Examiner's Findings of Fact.

The Hearing Examiner's Findings of Fact are set forth below.

IX. DISCUSSION AND FINDINGS

Site and Surrounding Area.

Staff testified that this 15,262 square feet waterfront site is located in southeast Cape Coral. On her site visit, the Hearing Examiner confirmed the statement in the letter of June 19, 2018 from the Applicant's Representative that the property is an oversized parcel with an irregular configuration.

The Applicant's Representative testified that the depth of the lot, measuring perpendicular from the street to the canal is approximately one hundred (100) feet.

Staff testified that a 3-bedroom, 2 bathroom single-family home with a pool [4] had been previously constructed on the site and had been demolished in 2005. The site has remained vacant since that time. Staff further testified that, according to the Lee County Property Appraiser website, the current owner has owned the property since 2007.

Staff testified that all properties within 500 feet of the subject property have the same future land use and zoning classifications.

[4] Although no dimensions regarding this previous structure were provided by either party, it appeared from the map shown by staff that the previous home occupied a substantial portion of the subject lot.

Variance Review Criteria.

1. **Special Conditions.**

Do special conditions and circumstances exist which are peculiar to the land, structure or building involved and which are not applicable to other lands, structures or buildings in the same zoning district? If yes, do the special conditions and circumstances result from the actions of the Applicant (LUDR §8.10.3 a)?

In support of his position that the Application complies with this first standard, the Applicant's Representative testified directly or through his application letter of June 19, 2018, as follows: (a) the "irregular configuration of the lot [has] less depth than most lots in the City;" (b) most City lots have a depth of 125 feet; (c) this lot is at the end of an "L" shaped cul-de-sac, unlike most cul-de-sacs which are "T" shaped (and therefore perpendicular to the entry road), leading to his conclusion that, if granted, the configuration of the variance would not be obvious from the street; (d) to his knowledge, there are only four (4) "L" shaped cul-de-sacs in the area and this is the only one with a depth of 100 feet; (e) the zoning map appears to show that this lot is shorter than other lots, when a straight line is drawn down the "fingers" of the canal, creating a unique circumstance of "one"; (f) the proposed house would be substantially larger and more expensive than the previous house, in accordance with 21st Century standards for waterfront homes on lots that were valued in excess of $500,000; (g) the City allegedly tacitly acknowledged a trend towards bigger, more expensive waterfront homes, through its reduction of the side setback requirements from ten feet to 7-1/2 feet to allow for homes with greater footprints.

Applicant Robert Schmid testified that he had met with twelve or thirteen builders over the course of several years. He further testified that, absent the variance, he would be required to build a custom home that is very wide and not deep, at a great expense.

As indicated above, Applicant submitted 2 neighbors' emails in support of his Application. The email from Applicant to his neighbor Norma Colley, which apparently led to Ms. Colley's expression of support, is as follows:

> "Norma, if you are not opposed to a 7 foot setback variance I will need a letter or email from you that states you have no objection to the variance as it will give you a better overall view. ***If the variance is not granted I have no choice but to extended (sic) the house closer to you and Andrea. I look forward to hearing from you. This variance also pushes the front corner next to you back 5 feet as opposed to having no variance*** (bold and italic emphasis added)."[5]

[5] This email is attached as Exhibit "A" to this Order.

In support of their position that the Application does not comply with this first standard, staff testified as follows: (a) the parcel is flat, lacks physical constraints such as steep slope, bedrock, or wetlands; (b) the trapezoidal shape of the parcel is not uncommon compared with other City waterfront sites; (c) the lot meets the minimum depth requirement for building in the R-1B zoning district; (d) a fairly substantial home was previously built on-site without the need for a front setback variance; (e) the site is substantially larger than many other buildable sites in Cape Coral; and (f) the home design selected by Applicant fails to meet the City setback requirements, triggering the instant application.

The Hearing Examiner called a recess to enable staff to research whether there are comparable Cape waterfront lots with a depth less than 125 feet in this zoning district, and then to confer with the Applicant and his Representative prior to the reconvening of the hearing.

Attached to this Order as Exhibit "C" is the document presented by staff (and reviewed by the Applicant's Representative) subsequent to the recess. It shows that in the immediate vicinity of the subject property (and in the same zoning district) are lots whose depth measures, respectively, 117 feet; 80 feet; 110 feet; 120 feet; 96 feet; 115 feet; and 100 feet, in addition to the subject property's depth of 100 feet. These other seven lots all appear to have dwellings on them.

In reviewing all of the above evidence, the Hearing Examiner finds the following facts:

a. Applicant states that the 100 foot depth of the property constitutes a special condition or circumstance. The depth of the property is not unique or special. As set forth in Exhibit C, 7 properties in the immediate vicinity of the subject property have depth less than 125 feet and all contain dwellings. The Hearing Examiner finds Exhibit C to be persuasive.

b. Applicant's Representative's testimony that Applicant intends to construct an expensive home which would be a substantial addition to the City's tax base (and therefore a benefit to the City) differs from Applicant's own testimony that he was very uncomfortable at the prospect of building an expensive home which would have to be customized to fit on the property. In addition to being inconsistent assertions, this testimony shows that Applicant has the ability to construct a home on the property. Applicant is creating the hardship from which he seeks relief.

c. Applicant's email, as set forth above, acknowledges that the design of the home could be modified to conform to the requirements of this zoning district. Accordingly, the Hearing Examiner finds that as further

substantiation for the finding that the Applicant is creating the situation from which he now seeks relief.

d. A 3 bedroom, 2 bathroom home with a pool occupied a substantial portion of the site at an earlier point in time. It is not clear to the Hearing Examiner whether Applicant's Representative's testimony that it was a 20th Century home and Applicant wishes to build a 21st Century home is intended to address the size of the home or its design. Accordingly, she cannot consider this testimony as probative of a special condition or circumstance.

e. The Findings of Fact set forth elsewhere herein are incorporated by reference into these Findings of Fact.

Based on the above Findings of Fact, the Hearing Examiner finds that special conditions and circumstances ***do not exist*** *which are peculiar to the land, structure or building involved and which are not applicable to other lands, structures or buildings in the same zoning district. The Hearing Examiner further finds that the special conditions and circumstances alleged by the Applicant* ***do result*** *from the actions of the Applicant (LUDR §8.10.3 a).*

The first standard is ***not*** *met.*

2. Special Privilege.

Will granting the variance confer on the Applicant any special privilege that is denied by the LUDRs to other lands, buildings or structures in the same zoning district (LUDR §8.10.3 b)?

Staff testified that all construction in the R-1B District requires a minimum front setback of 25 feet, regardless of square footage, floor plan, or architectural design and regardless of the type of structure. Further, except for cul-de-sac lots, setback requirements for this district are fixed and do not vary based on the area or configuration of the property.

In support of his position that the Application complies with the second standard, the Applicant's Representative testified directly or through his application letter of June 19, 2018, as follows: (a) the variance would allow Applicant to construct a home with a pool in a similar manner as his neighbors; (b) the neighbors to the northeast received a variance; (c) in his experience, many other variances have been granted for dimensional reasons; and (d) the variance would not be easily observed from the street due to the size and layout of the property and road configuration.

In reviewing all of the above evidence, the Hearing Examiner finds the following facts:

(a) The properties immediately adjacent to Applicant's property have depths of, respectively, 80 feet and 110 feet. No evidence was presented as to why Applicant is unable to construct a home with pool similar to those of his neighbors, within the current setbacks.

(b) Each variance application is considered on its own merits. If one variance is deemed to be controlling precedent as to all other dimensional variances within the City, there would no longer be a need for the variance process. Rather, the dimensional requirements of a given zoning district would be automatically modified. Only City Council has the ability to modify all dimensional requirements for a zoning district on a blanket basis. It is beyond the jurisdiction of the Hearing Examiner as granted in the LUDRs to make such a legislative change.

(c) Staff's testimony as to the construction requirements in an R-1B district is found to be both factual and persuasive. This variance would confer a special privilege on Applicant.

(d) The Findings of Fact set forth elsewhere herein are incorporated by reference into these Findings of Fact.

*Based on the above Findings of Fact, the Hearing Examiner finds that granting this variance **would confer** on Applicant a special privilege that is denied to other lands, buildings or structures on the same zoning district.*

*The second standard **is not** met.*

3. Hardship.

Would literal interpretation of the LUDR provisions deprive the Applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of the LUDRs? Would it create an unnecessary and undue hardship on the Applicant. (LUDR §8.10.3)?

In support of his position that the Application complies with the third standard, the Applicant and Applicant's Representative testified directly or through the application letter of June 19, 2018, as follows: (a) Applicant met with twelve or thirteen builders over several years and, absent the variance, he would be required to build a custom home that is very wide and not deep; (b) Applicant's Representative testified that, due to its shape and location, the property has an uncommon shape; and (c) the prior house was significantly less than the dwelling appropriate for a half million dollar property in the 21st century.

Staff testified that (a) the property is substantially larger than the minimum 10,000 square foot site required for building in this zoning district; (b) the existence of a prior home with pool on-site proves that another single-family dwelling could be constructed without a variance; and (c) Applicant has chosen a site plan which does not fit the property but could modify the site plan appropriately.

As set forth above, Applicant's email exchange with Norma Colley clearly shows that Applicant could modify the proposed site plan to fit without the variance requested.

In reviewing all of the above evidence, the Hearing Examiner finds the following facts:

(a) Applicant has the ability to modify his site plan to fit the property without undue hardship and therefore does not require a variance; and

(b) Applicant indicates that he intends to build a very expensive house but is uncomfortable with the cost associated with customizing a home, which seems contradictory; and

(c) There was no showing that denial of this variance would deprive Applicant of rights commonly enjoyed by other properties in this zoning district; and

(d) The Findings of Fact set forth elsewhere herein are incorporated by reference into these Findings of Fact.

Based on the above Findings of Fact, the Hearing Examiner finds that literal application of the LUDR provisions ***would not deprive*** *the Applicant of rights commonly enjoyed by others and* ***would not work*** *an unnecessary and undue hardship on Applicant.*

The third standard ***is not*** *met.*

4. Minimum Variance.

Is the variance requested the minimum variance that will make possible the reasonable use of the land, building, or structure (LUDR §8.10.3 d)?

The Applicant testified that he looked at many site plans and this is the least variance possible.

However, the Hearing Examiner finds that the email exchange between Applicant and Ms. Colley is clear evidence that Applicant could modify the design presented at hearing so as to build the home he desires, without the necessity of obtaining a variance.

Based on the above Findings of Fact, and those additional Findings of Fact as are set forth elsewhere herein, the Hearing Examiner finds that the variance requested is not the minimum needed to make possible the reasonable use of the land, building or structure.

*The fourth standard **is not** met.*

5. Purpose and Intent; Public Interest.

Would the grant of the variance be in harmony with the general intent and purpose of the LUDRs? Would such variance be injurious to the area involved or otherwise detrimental to the public welfare (LUDR §8.10.3 e)?

Staff testified that the purpose of setback requirements is to establish minimum separation distances between sites and between properties and rights-of-way; further, the regulation requiring minimum front yard setbacks from property lines is intended to ensure that the use of a property does not infringe on the rights of neighboring owners to enjoy and fully utilize their property. Staff further testified that these requirements provide for minimal separation distances between buildings and road rights-of-way (ROW).

In support of his position that the Application complies with this fifth standard, the Applicant's Representative testified directly or through his application letter of June 19, 2018, as follows: (a) the Application satisfies the public purpose of providing additional revenue to the City by Applicant's building a more expensive, larger footprint home; and (b) without having a negative impact on neighbors, as set forth in the emails presented by Applicant to staff; and (c) due to the size of the property and the layout of the proposed home, the variance would not be easily observable from the street or adjoining properties.

In reviewing all of the above evidence, the Hearing Examiner finds the following facts:

(a) Due to the size of the property and the configuration of the neighboring homes on their respective properties, a reduction in the setback requirement would not be easily observable by neighbors or passers-by, thereby partially satisfying the public purpose herein; and

(b) The assertion of contributing additional revenue to the City by building a larger home is too speculative to be considered; and

(c) As established by the emails from the neighbors, the variance would not be injurious to the area involved.

Based on the above Findings of Fact, the Hearing Examiner finds that the proposed grant ***would be*** *in harmony with the general intent and purpose of the LUDRs and* ***would not be detrimental*** *to the public welfare.*

The fifth standard ***is*** *met.*

Comprehensive Plan Consistency.

The issue of consistency with the Comprehensive Plan is moot, as the Application does not meet four (4) of the five (5) standards for granting a variance.

X. **EXHIBITS**

The following Exhibits are attached to this Order and hereby incorporated by reference:

- Exhibit "A": Email exchange between Norma Colley and Applicant
- Exhibit "B": Email exchange between Andrea Signorelli and Applicant
- Exhibit "C": Zoning Map of the City of Cape Coral, as annotated by Staff

The Hearing Examiner concludes that Applicant has failed to meet four (4) of the required five (5) standards above and hereby **DENIES** the request for a Variance filed by Applicant, for the additional reasons set forth above.

This Order takes effect on the date specified below.

HEARING EXAMINER OF THE CITY OF CAPE CORAL, FLORIDA

ANNE DALTON, ESQUIRE

9/11/18
DATE

ATTEST:

Rebecca van Deutekom
CITY CLERK

(9)

Joe Mazurkiewicz

From: Bob Schmid <bob@marker5.com>
Sent: Sunday, June 3, 2018 2:16 PM
To: joe@bjmconsult.com
Subject: Fwd: Schmid lot layout

From the neighbor east of may property.

Bob Schmid
239.633.4566

Begin forwarded message:

From: NORMA COLLEY <normajcolley@aol.com>
Date: June 3, 2018 at 12:29:15 PM EDT
To: bob@marker5.com
Subject: Re: Schmid lot layout

Dear Bob, Thank you for letting me know about your plans for your new home next to me. I have no objection
to the 7' variance you are requesting. Your plans look great. Regards Norma Colley

-----Original Message-----
From: Bob Schmid <bob@marker5.com>
To: normajcolley <normajcolley@aol.com>
Sent: Wed, May 30, 2018 2:30 pm
Subject: Schmid lot layout

Norma,

If you are not opposed to a 7 foot set back variance I will need a letter or email from you that states you have no objection to the variance as it will give you a better overall view. If the variance is not granted I have no choice but to extended the house closer to you and Andrea. I look forward to hearing from you. This variance also pushes the front corner next to you back 5 feet as opposed to having no variance.

Thanks, Bob

Bob Schmid
Marker 5 Financial Service
14090 Metropolis Ave #20
Fort Myers FL 33912
Cell 239-633-4566
Office 239-437-0085
Fax 239-437-0053

Exhibit "A" - p1 of 1

(2)

Joe Mazurkiewicz

From: Bob Schmid <bob@marker5.com>
Sent: Thursday, May 31, 2018 10:09 AM
To: Joe Mazurkiewicz
Subject: FW: 2018 05-31 Seagull Ct. VARIANCE
Attachments: 2018 05-31 SCHMID SITE PLAN-18.pdf

Joe,

This is from the neighbor on the west side of the property line.

Bob

From: Andrea Signorelli <asignorelli@miloffaubuchonrealty.com>
Sent: Thursday, May 31, 2018 10:04 AM
To: Bob Schmid <bob@marker5.com>
Cc: Andrea Signorelli <asignorelli@miloffaubuchonrealty.com>
Subject: 2018 05-31 Seagull Ct. VARIANCE

Andrea Signorelli GRI Castle to Cottage
www.CastleToCottage.com

Hello Bob,

Thank you for reaching out yesterday to discuss the upcoming variance request for your new build next door. I walked the design layout as presented in the attachment. As long as the construction reflects the setback footprint placement you presented, I support the 7 ft front setback variance.

Looking forward to having your family next door.

Thank you and best regards,

Andrea

Andrea Signorelli PA, GRI
Cell 239.823.6906
asignorelli@miloffaubuchonrealty.com

Exhibit "B" - p1 of 2

Miloff Aubuchon Realty Group, Inc.
Broker Associate
4707 SE 9th Pl Cape Coral, FL 33904
*Built on professional experience and dedicated service, **referrals** make a business successful. If you've been happy with our relationship, don't keep me a secret! Pass my name and number on to friends and family.*
Email me for instant access to every property as soon as it is listed!

Virus-free. www.avg.com

Exhibit "B" - p 2 of 2

3

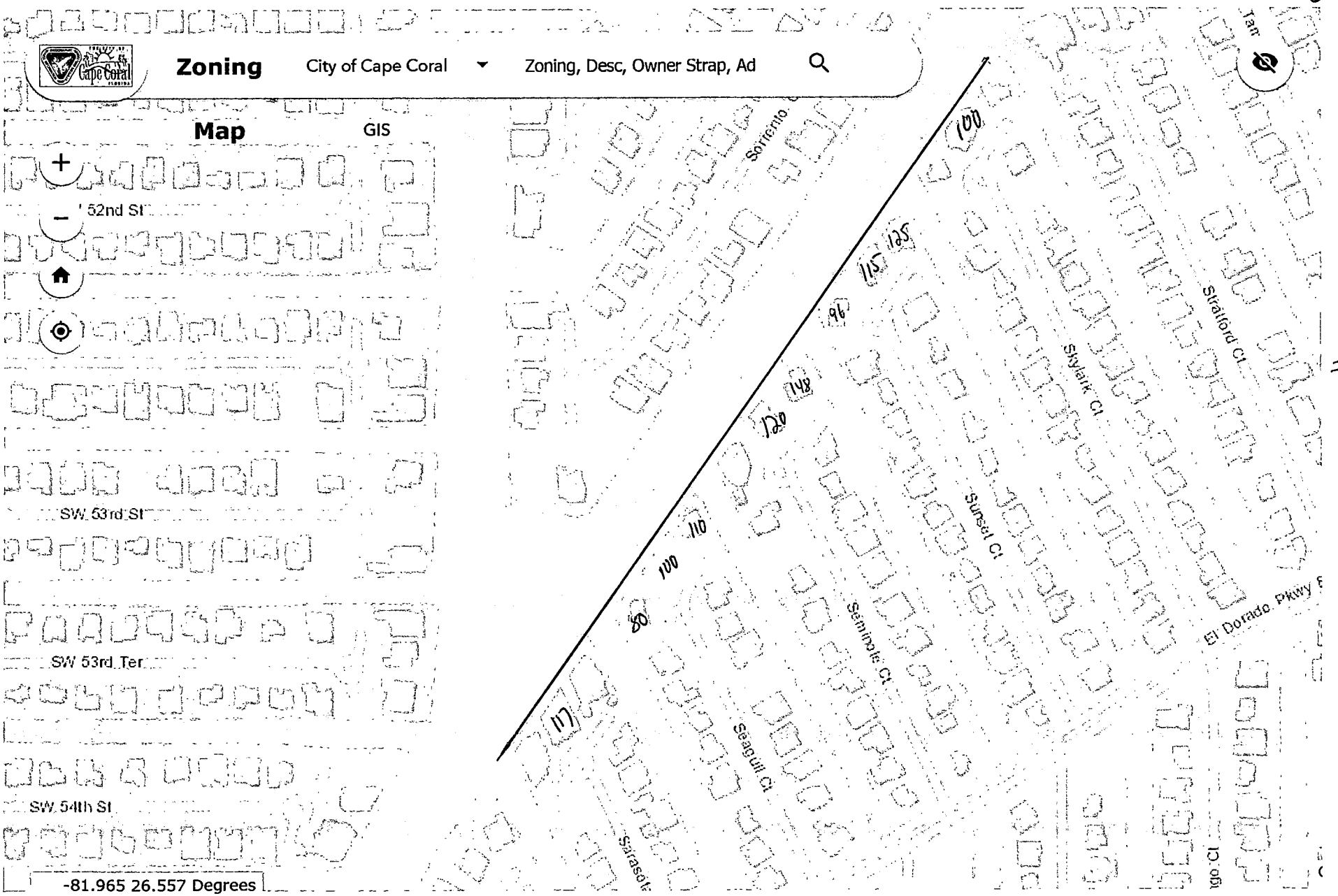

Zoning
City of Cape Coral
Zoning, Desc, Owner Strap, Ad
Map
GIS
52nd St
SW 53rd St
SW 53rd Ter
SW 54th St
-81.965 26.557 Degrees
400ft
Sorrento
Skylark Ct
Stratford Ct
Sunset Ct
Seminole Ct
Seagull Ct
El Dorado Pkwy
100
125
115
96
148
120
110
100
80
117

Exhibit "C"

DEPARTMENT OF COMMUNITY DEVELOPMENT

APPLICATION FOR APPEAL WITH PROCEDURE LIST

Questions: 239-574-0553

Case # AP18-0004

APPEAL TO COUNCIL

FEE: $260.00. In addition to the application fee, all required advertising costs are to be paid by the applicant (ORD 39-03, Sec. 5.4). Advertising costs will be billed and must be paid prior to hearing.

OWNER OF PROPERTY

Robert W Schmid TR for Robert W Schmid Revocable Trust

Address: 7090 Hendry Creek Dr

City: Fort Myers State: FL Zip 33908

Phone: 239-633-4566

APPLICANT

Robert W Schmid

bob@marker5.com

Address: 7090 Hendry Creek Dr

City: Fort Myers State: FL Zip 33908

Phone: 239-633-4566

AUTHORIZED REPRESENTATIVE

Joe Mazurkiewicz, Jr./BJM Consulting

joe@bjmconsult.com

Address: PO Box 101655

City: Cape Coral State: FL Zip 33910

Phone: 239-470-5778

CASE INFORMATION FOR APPEAL

APPEAL TO CASE # VA18-0016/VA HEX Order 6-2018 NAME Robert W Schmid Revocable Trust

DECISION Denial of Requested 7 foot Front Setback Variance

Unit 5 Block 129 Lot(s) 21,22 PT 19&20 Subdivision Cape Coral

Address of Property 5205 Sea Gull Ct

Current Zoning R-1B Residential Plat Book 11 , Page 87

Strap Number 13-45-23-C4-00129.0210

THIS APPLICATION SHALL ALSO HAVE ANY ADDITIONAL REQUIRED SUPPORTING DOCUMENTS

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

DEPARTMENT OF COMMUNITY DEVELOPMENT

APPLICATION FOR APPEAL WITH PROCEDURE LIST

Questions: 239-574-0553

Case # _____

AUTHORIZATION TO REPRESENT PROPERTY OWNER(s)

PLEASE BE ADVISED THAT Joe Mazurkiewicz, Jr./BJM Consulting
(Name of person giving presentation)

IS AUTHORIZED TO REPRESENT ME IN THE REQUEST TO THE CITY COUNCIL FOR
Appeal to Council of Denied Variance for Front Setback
(Type of Public Hearing – i.e., PDP, Zoning, Special Exception, Variance, etc.)

UNIT 5 BLOCK 129 LOT(S) 21,22,PT 19&20 SUBDIVISION Cape Coral

OR LEGAL DESCRIPTION _____

LOCATED IN THE CITY OF CAPE CORAL, COUNTY OF LEE, FLORIDA.

Robert W Schmid, Trustee
PROPERTY OWNER (Please Print)

PROPERTY OWNER (Please Print)

Robert W. Schmid owner
PROPERTY OWNER (Signature & Title)

PROPERTY OWNER (Signature & Title)

STATE OF FL, COUNTY OF Lee

Subscribed and sworn to (or affirmed) before me this 21 day of September, 2018 by Robert W. Schmid who is personally known or produced as identification.

Exp. Date: _____ Commission Number: _____

ANGIE JOY MARSH
Notary Public – State of Florida
Commission # GG 168998
My Comm. Expires Dec 18, 2021
Bonded through National Notary Assn.

Signature of Notary Public: Angie Joy Marsh

Printed name of Notary Public: Angie Joy Marsh

personally known

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

Cape Coral FLORIDA

DEPARTMENT OF COMMUNITY DEVELOPMENT

APPLICATION FOR APPEAL WITH PROCEDURE LIST

Questions: 239-574-0553

Case # _____

Robert W Schmid. Trustee — Robert W. Schmid

APPLICANT NAME (PLEASE TYPE OR PRINT) — APPLICANT'S SIGNATURE

(SIGNATURE MUST BE NOTARIZED)

STATE OF FL, COUNTY OF Lee

Sworn to (or affirmed) and subscribed before me this 21 day of September, 2018 by Robert W. Schmid who is personally known or produced _____ as identification.

ANGIE JOY MARSH
Notary Public – State of Florida
Commission # GG 168998
My Comm. Expires Dec 18, 2021
Bonded through National Notary Assn

Exp. Date: 12/18/21 Commission Number: _____

Signature of Notary Public: Angie Joy Marsh

Printed name of Notary Public: Angie Joy Marsh

personally known

ACKNOWLEDGEMENT FORM

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

I acknowledge that I or my representative must attend any applicable meetings scheduled for City Council.

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

I understand that I am responsible for recording the approved Resolution/Ordinance (if applicable) with the Lee County Clerk of Circuit Courts and providing a copy of the recorded Resolution/Ordinance to the City of Cape Coral Planning and Growth Management Division.

I understand any decision rendered by the CITY Council shall be subject to a thirty (30) day appeal period. Appeal to decisions rendered by Council will be submitted to the Lee County Clerk of Circuit Courts. Any work performed within the thirty (30) day time frame or during the APPEAL process will be completed at the applicant's risk.

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

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

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

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

Cape Coral FLORIDA

DEPARTMENT OF COMMUNITY DEVELOPMENT

APPLICATION FOR APPEAL WITH PROCEDURE LIST

Questions: 239-574-0553

Case # _____

Robert W Schmid. Trustee

Robert W. Schmid

(SIGNATURE MUST BE NOTARIZED)

STATE OF FL, COUNTY OF Lee

Sworn to (or affirmed) and subscribed before me this 21 day of September, 2018, by Robert W. Schmid who is personally known or produced _____ as identification.

ANGIE JOY MARSH
Notary Public – State of Florida
Commission # GG 168998
My Comm. Expires Dec 18, 2021
Bonded through National Notary Assn.

Exp. Date: 12/18/21 Commission Number: _____

Signature of Notary Public: Angie Joy Marsh

Printed name of Notary Public: Angie Joy Marsh

personally known

Cape Coral FLORIDA

BJM Consulting, Inc.

Joe Mazurkiewicz, Jr.
President
P O Box 101655
Cape Coral, FL 33910

Telephone 239-470-5778
Email: joe@bjmconsult.com

September 26, 2018

Mr. Vince Cautero, Director
Department Community Development
City of Cape Coral
PO Box 150027
Cape Coral FL 33915-0027

RE: Appeal for 5205 Sea Gull Court VA 18-0016/VA HEX Order 6-2018

Dear Mr. Cautero,

BJM Consulting, Inc. represents Robert W Schmid, Trustee, owner of the property located at 5205 Sea Gull Court in Cape Coral, Florida. The owner requested a seven foot (7') reduction to the required 25' front setback to allow a single family residence to be built with an 18' front setback that was denied by the Hearing Examiner as of September 11 2018.

The site is located in Southeast Cape Coral in Block 129, Lots 21,22 and PT lots 19 + 20 Less OR 3652/4400. The property has a SF (Single Family) land use is zoned R-1B (Residential). The site is serviced by all three city utilities.

The parcel is an oversized lot, but due to it irregular configuration does not have the depth of most of the lots in the Cape. If you measure the depth of the lot perpendicular from the street to the canal it is around 100' which is 25' less than most lots. This is the reason he needs to request the Variance to the front setback.

The HEX seem to disregard the applicant representative testimony, based on 35 years of experience in Cape Coral, that the specific limiting condition of this parcel (100 feet of depth) was exactly one of the reasons why the City has a variance procedure.

We also believe the HEX fail to consider the subject property is indeed on a cul-de-sac. If this was considered by the staff and HEX we believe the outcome of this case would be different.

In addressing the requirements in Section 8.10 we submit the following:

Special Conditions – The irregular configurations of the lot with less depth than most lots in the City is why we need the Variance to construct a builder's model home with a pool on the subject property.
The HEX found that there were other lots in the immediate vicinity of the subject property which have depth of less than 125 feet and all contain dwellings. What the HEX fail to mention was the only other lot in the area with 100 feet of depth was granted a 7 foot variance to allow the existing house to be built at 5207 Skylark Ct. The HEX went on to find that the 100 feet of depth of the property is not unique which we believe is wrong. In the exhibit the HEX referred to contains a number of water front lots in the area and only two have 100 feet depth; as stated above this property owner was granted a variance to the front setback to build their house.

No Special Privilege – The approval of the requested Variance will not confer any special privilege on the applicant, rather it will allow the applicant to construct a builder's model home with pool in a similar manner as his neighbors.
We believe the HEX did not consider the fact that the only other lot in the area with 100 feet of depth was granted a similar variance to their front setback.
Further the HEX sited the staff testimony that all construction in the R-1B District requires a 25 feet front setback. Further, except for cul-de-sac lots, setback requirements for the district are fixed and do not vary based on the area or configuration of the property. This is directly contradicted by the testimony of the Staff, applicant and their representative.

Hardship – The required 25' setback would deprive the owner from building a builder's model home with pool similar to his neighbors. The HEX was not persuaded by the property owner's testimony of working with over a dozen builder to build one of their 3 bedroom model homes with a pool. We do not believe the HEX considered the difference between building a builder's model home and the additional cost involved with building a custom home.

Minimum Variance – The Seven (7') Variance requested is the minimum required to allow the owner to build a home with pool on the site. The owner has spent many hours with his builder trying to come up with plans to build his desired builder's model home with pool on the lot, and the one associated with this application meets his requirements with the smallest Variance needed from the front set back.

Purpose and Intent: Public Interest – The granting of the requested Variance will not negatively impact the adjoining properties or neighborhood. Due to the size

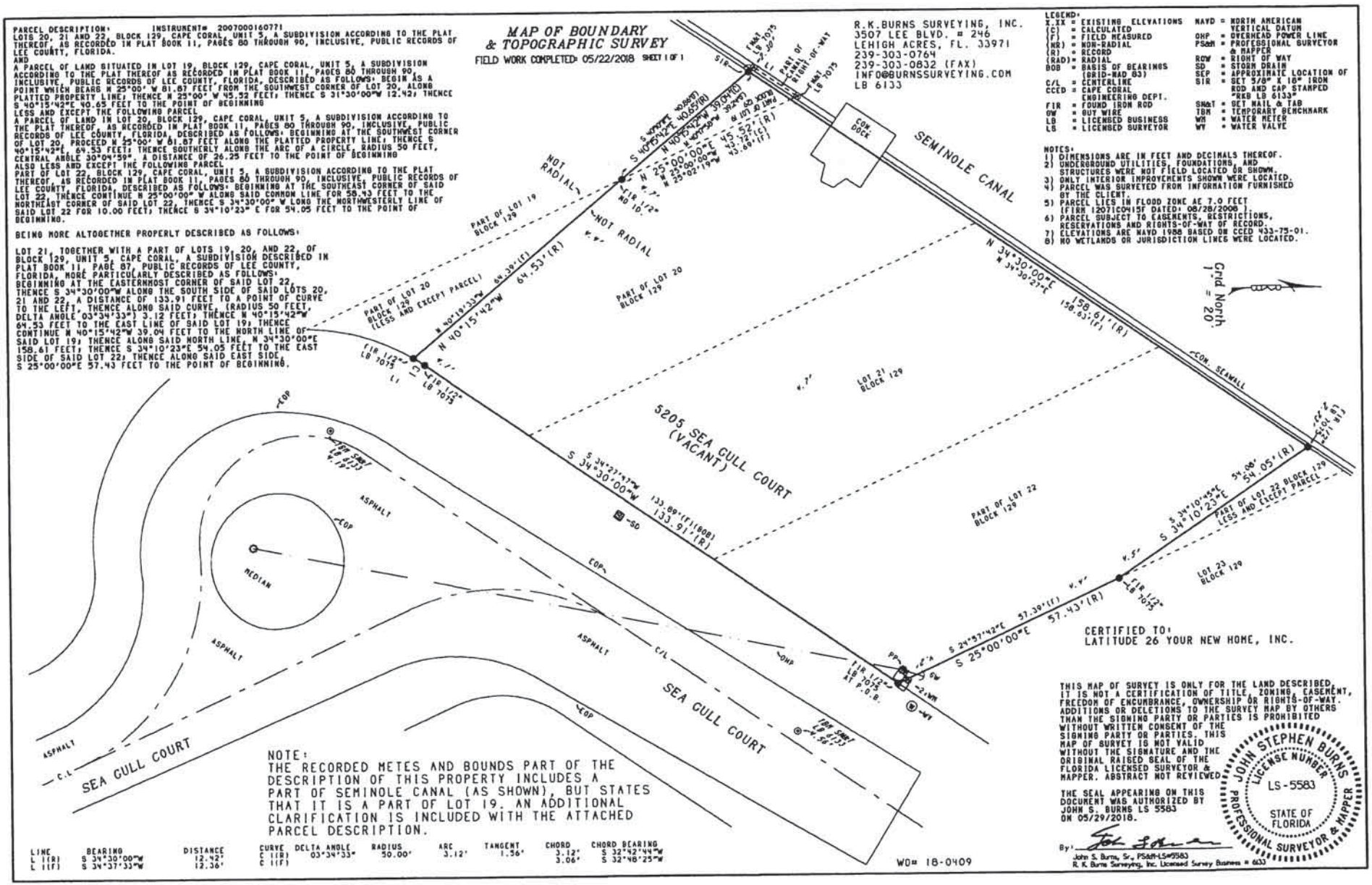
of the property and the layout of the proposed home the Variance will not be easily observable from the street or adjoining properties. The owner has received communications of no objections from both adjoining property owners.

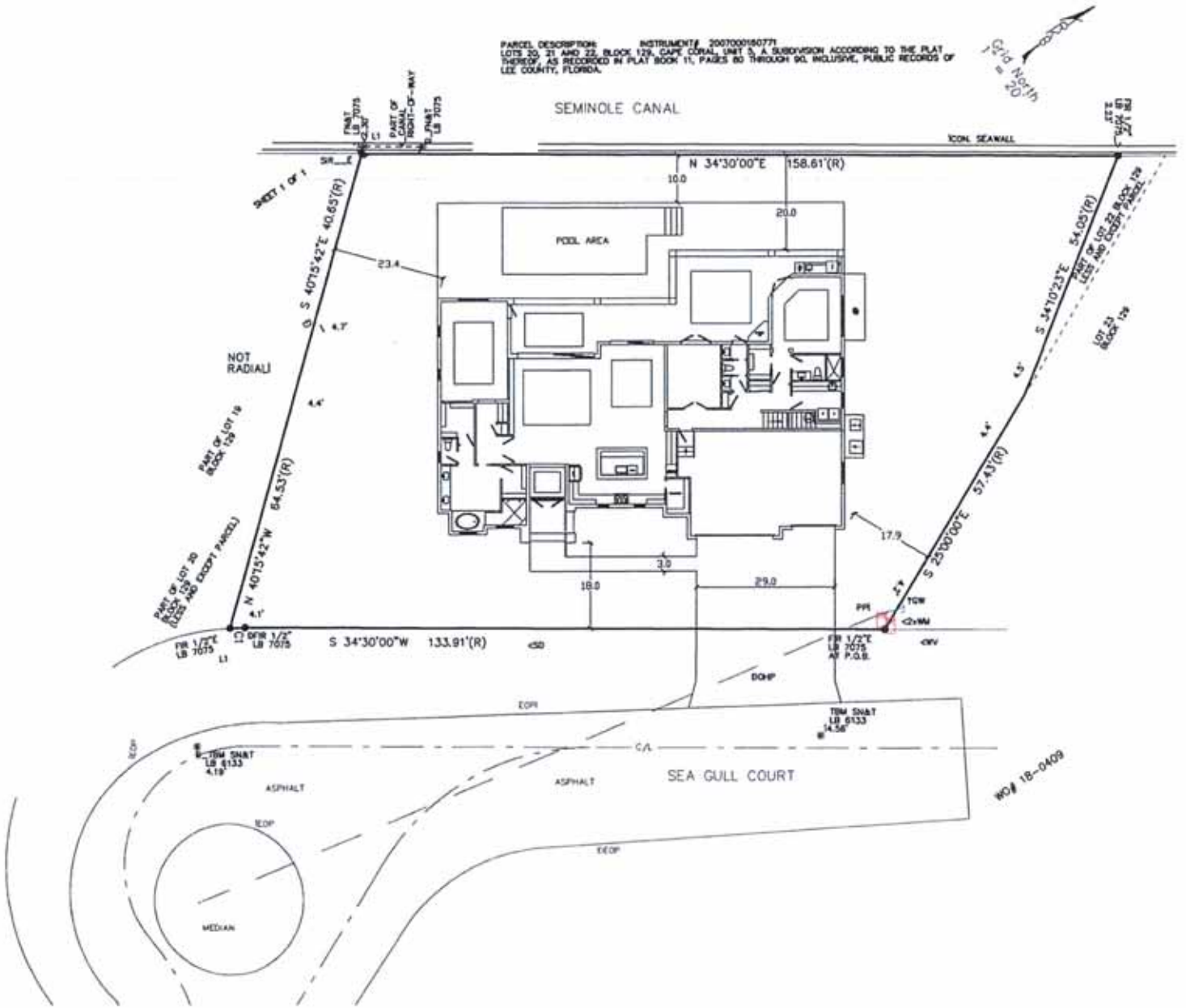
We believe we meet all five requirements required to be granted the requested Variance and therefor ask the City Council to overturn the denial from the Hearing Examiner.

Please let us know if you have any questions or concerns regarding this applications.
Sincerely,

Joe Mazurkiewicz, Jr.

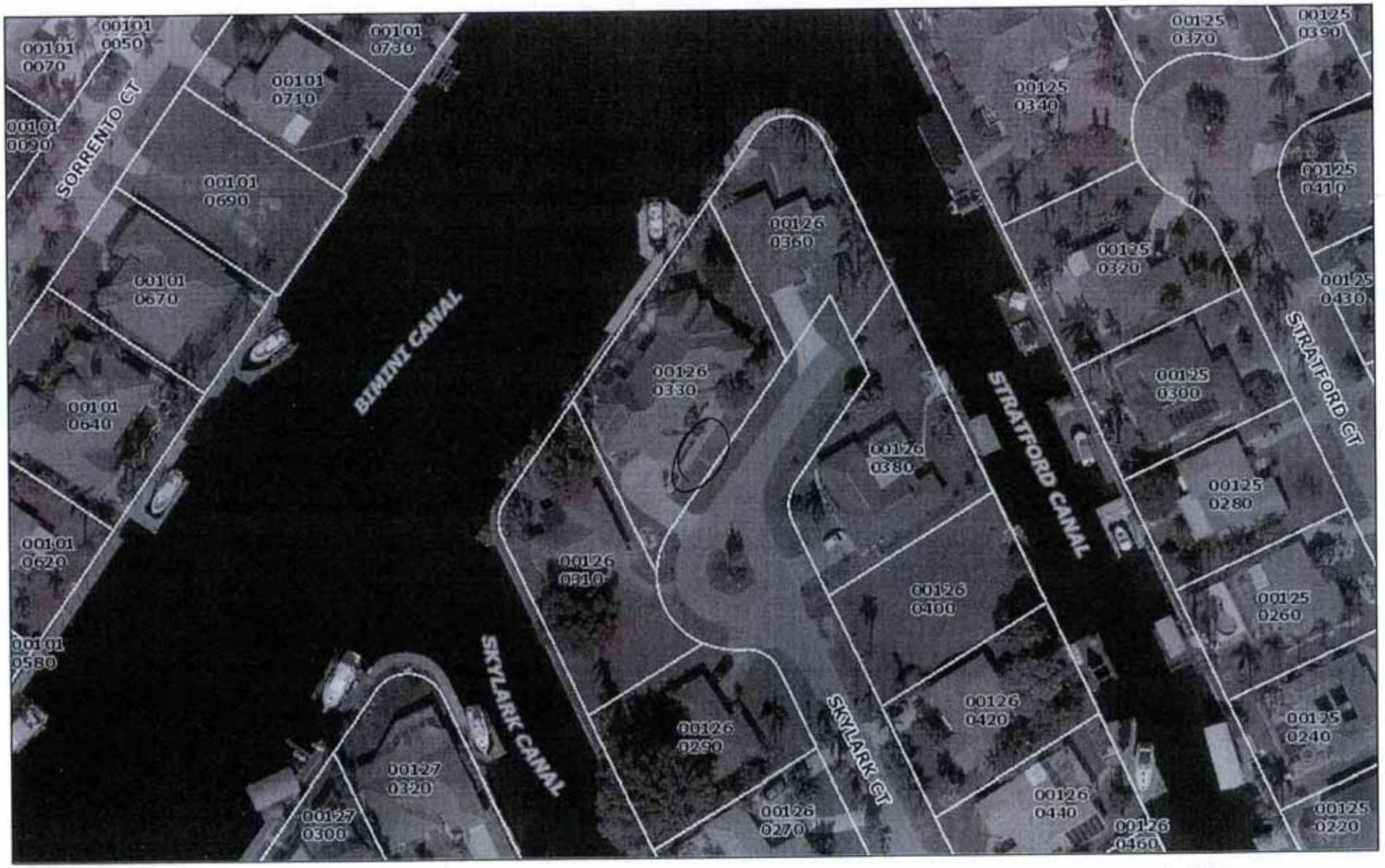
Joe Mazurkiewicz, Jr. Ph.D.
President, BJM Consulting, Inc.


MAP OF BOUNDARY
& TOPOGRAPHIC SURVEY
FIELD WORK COMPLETED: 05/22/2018 SHEET 1 OF 1
R.K.BURNS SURVEYING, INC.
3507 LEE BLVD. # 246
LEHIGH ACRES, FL. 33971
239-303-0764
239-303-0832 (FAX)
INFO@BURNSSURVEYING.COM
LB 6133
PARCEL DESCRIPTION: INSTRUMENT# 2007000160771
LOTS 20, 21 AND 22, BLOCK 129, CAPE CORAL, UNIT 5, A SUBDIVISION ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 11, PAGES 80 THROUGH 90, INCLUSIVE, PUBLIC RECORDS OF LEE COUNTY, FLORIDA.
AND
A PARCEL OF LAND SITUATED IN LOT 19, BLOCK 129, CAPE CORAL, UNIT 5, A SUBDIVISION ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 11, PAGES 80 THROUGH 90, INCLUSIVE, PUBLIC RECORDS OF LEE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: BEGIN AS A POINT WHICH BEARS N 25°00' W 81.87 FEET FROM THE SOUTHWEST CORNER OF LOT 20, ALONG PLATTED PROPERTY LINE; THENCE N 25°00' W 45.32 FEET; THENCE S 31°30'00"W 12.42; THENCE S 40°15'42"E 40.65 FEET TO THE POINT OF BEGINNING
LESS AND EXCEPT THE FOLLOWING PARCEL
A PARCEL OF LAND IN LOT 20, BLOCK 129, CAPE CORAL, UNIT 5, A SUBDIVISION ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 11, PAGES 80 THROUGH 90, INCLUSIVE, PUBLIC RECORDS OF LEE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 20, PROCEED N 25°00' W 81.87 FEET ALONG THE PLATTED PROPERTY LINE; THENCE S 40°15'42"E, 64.53 FEET; THENCE SOUTHERLY ALONG THE ARC OF A CIRCLE, RADIUS 50 FEET, CENTRAL ANGLE 30°04'59", A DISTANCE OF 26.25 FEET TO THE POINT OF BEGINNING
ALSO LESS AND EXCEPT THE FOLLOWING PARCEL
PART OF LOT 22, BLOCK 129, CAPE CORAL, UNIT 5, A SUBDIVISION ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 11, PAGES 80 THROUGH 90, INCLUSIVE, PUBLIC RECORDS OF LEE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 22, THENCE CONTINUE N 25°00'00" W ALONG SAID COMMON LINE FOR 58.43 FEET TO THE NORTHEAST CORNER OF SAID LOT 22, THENCE S 34°30'00" W LONG THE NORTHWESTERLY LINE OF SAID LOT 22 FOR 10.00 FEET; THENCE S 34°10'23" E FOR 54.05 FEET TO THE POINT OF BEGINNING.
BEING MORE ALTOGETHER PROPERLY DESCRIBED AS FOLLOWS:
LOT 21, TOGETHER WITH A PART OF LOTS 19, 20, AND 22, OF BLOCK 129, UNIT 5, CAPE CORAL, A SUBDIVISION DESCRIBED IN PLAT BOOK 11, PAGE 87, PUBLIC RECORDS OF LEE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE EASTERNMOST CORNER OF SAID LOT 22, THENCE S 34°30'00"W ALONG THE SOUTH SIDE OF SAID LOTS 20, 21 AND 22, A DISTANCE OF 133.91 FEET TO A POINT OF CURVE TO THE LEFT, THENCE ALONG SAID CURVE, (RADIUS 50 FEET, DELTA ANGLE 03°34'33") 3.12 FEET; THENCE N 40°15'42"W 64.53 FEET TO THE EAST LINE OF SAID LOT 19; THENCE CONTINUE N 40°15'42"W 39.04 FEET TO THE NORTH LINE OF SAID LOT 19; THENCE ALONG SAID NORTH LINE, N 34°30'00"E 158.61 FEET; THENCE S 34°10'23"E 54.05 FEET TO THE EAST SIDE OF SAID LOT 22; THENCE ALONG SAID EAST SIDE, S 25°00'00"E 57.43 FEET TO THE POINT OF BEGINNING.
LEGEND:
X.XX = EXISTING ELEVATIONS
(C) = CALCULATED
(F) = FIELD MEASURED
(NR) = NON-RADIAL
(R) = RECORD
(RAD) = RADIAL
BOB = BASIS OF BEARINGS (GRID=RAD 83)
C/L = CENTERLINE
CCED = CAPE CORAL ENGINEERING DEPT.
FIR = FOUND IRON ROD
GW = GUY WIRE
LB = LICENSED BUSINESS
LS = LICENSED SURVEYOR
NAVD = NORTH AMERICAN VERTICAL DATUM
OHP = OVERHEAD POWER LINE
PS&M = PROFESSIONAL SURVEYOR & MAPPER
ROW = RIGHT OF WAY
SD = STORM DRAIN
SEP = APPROXIMATE LOCATION OF SEPTIC
SIR = SET 5/8" X 18" IRON ROD AND CAP STAMPED "REG LB 6133"
SN&T = SET NAIL & TAB
TBM = TEMPORARY BENCHMARK
WM = WATER METER
WV = WATER VALVE
NOTES:
1) DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
2) UNDERGROUND UTILITIES, FOUNDATIONS, AND STRUCTURES WERE NOT FIELD LOCATED OR SHOWN.
3) ONLY INTERIOR IMPROVEMENTS SHOWN WERE LOCATED.
4) PARCEL WAS SURVEYED FROM INFORMATION FURNISHED BY THE CLIENT.
5) PARCEL LIES IN FLOOD ZONE AE 7.0 FEET (FIRM 12071C0115F DATED: 08/28/2008)
6) PARCEL SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY OF RECORD.
7) ELEVATIONS ARE NAVD 1988 BASED ON CCED 433-75-01.
8) NO WETLANDS OR JURISDICTION LINES WERE LOCATED.
SEMINOLE CANAL
CON. DOCK
CON. SEAWALL
NOT RADIAL
PART OF LOT 19 BLOCK 129
PART OF LOT 20 BLOCK 129 (LESS AND EXCEPT PARCEL)
PART OF LOT 20 BLOCK 129
LOT 21 BLOCK 129
PART OF LOT 22 BLOCK 129
PART OF LOT 22 BLOCK 129 LESS AND EXCEPT PARCEL
LOT 23 BLOCK 129
5205 SEA GULL COURT (VACANT)
SEA GULL COURT
ASPHALT
MEDIAN
TOP
C/L
OHP
Grid North = 20°
N 34°30'00"E
N 34°30'27"E
158.61'(R)
158.63'(f)
S 34°27'42"W
S 34°30'00"W
133.89'(f)(608)
133.91'(R)
S 34°10'45"E
S 34°10'23"E
54.00'
54.05'(R)
S 24°57'42"E
S 25°00'00"E
57.39'(f)
57.43'(R)
N 40°15'42"W
64.39'(f)
64.53'(R)
S 40°15'42"E
40.65'(R)
N 40°15'42"W
39.04'(C)
N 25°00'00"W
81.87'(R)
N 25°02'19"W
45.32'(C)
45.69'(f)
CERTIFIED TO:
LATITUDE 26 YOUR NEW HOME, INC.
NOTE:
THE RECORDED METES AND BOUNDS PART OF THE DESCRIPTION OF THIS PROPERTY INCLUDES A PART OF SEMINOLE CANAL (AS SHOWN), BUT STATES THAT IT IS A PART OF LOT 19. AN ADDITIONAL CLARIFICATION IS INCLUDED WITH THE ATTACHED PARCEL DESCRIPTION.
LINE L1(R) BEARING S 34°30'00"W DISTANCE 12.42'
LINE L1(F) BEARING S 34°37'33"W DISTANCE 12.36'
CURVE C1(R) DELTA ANGLE 03°34'33" RADIUS 50.00' ARC 3.12' TANGENT 1.56' CHORD 3.12' CHORD BEARING S 32°42'44"W
CURVE C1(F) CHORD 3.06' CHORD BEARING S 32°48'25"W
WO# 18-0409
THIS MAP OF SURVEY IS ONLY FOR THE LAND DESCRIBED. IT IS NOT A CERTIFICATION OF TITLE, ZONING, EASEMENT, FREEDOM OF ENCUMBRANCE, OWNERSHIP OR RIGHTS-OF-WAY. ADDITIONS OR DELETIONS TO THE SURVEY MAP BY OTHERS THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES. THIS MAP OF SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR & MAPPER. ABSTRACT NOT REVIEWED
THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY JOHN S. BURNS LS 5583 ON 05/29/2018.
By:
John S. Burns, Sr., PS&M-LS#5583
R. K. Burns Surveying, Inc. Licensed Survey Business # 6133
JOHN STEPHEN BURNS
LICENSE NUMBER
LS-5583
STATE OF FLORIDA
PROFESSIONAL SURVEYOR & MAPPER


PARCEL DESCRIPTION: INSTRUMENT# 2007000160771
LOTS 20, 21 AND 22, BLOCK 129, CAPE CORAL, UNIT 5, A SUBDIVISION ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 11, PAGES 80 THROUGH 90, INCLUSIVE, PUBLIC RECORDS OF LEE COUNTY, FLORIDA.
Grid North
1" = 20'
SEMINOLE CANAL
CON. SEAWALL
N 34°30'00"E 158.61'(R)
10.0
20.0
POOL AREA
23.4
S 40°15'42"E 40.65'(R)
NOT RADIAL
N 40°15'42"W 64.53'(R)
S 34°10'23"E 54.05'(R)
S 25°00'00"E 57.43'(R)
17.9
3.0
18.0
29.0
S 34°30'00"W 133.91'(R)
FIR 1/2"E LB 7075
DFIR 1/2" LB 7075
FIR 1/2"E LB 7075 AT P.O.B.
TBM SN&T LB 6133
ASPHALT
SEA GULL COURT
MEDIAN
WO# 18-0409

	STRAP	Folio	Owner Name	Site Address	Last Trans. Date	Last Trans. Amt	Just Value	Taxable Value
	13-45-23-C4-00129.0210	10111174	SCHMID ROBERT W TR +	5205 SEA GULL CT, CAPE CORAL	5-2007	$ 665,000	$ 365,379	$ 274,462

GeoView Map



August 17, 2018

- HospitalLocations
- Library Locations

School Locations

- School Locations

1:1,070

0 50 100 200 ft

0 15 30 60 m

GARY R. BROOKS TRUST
5207 SKYLARK CT

7 FOOT
Setback as measured ON GIS View

RESOLUTION 274 - 18

A RESOLUTION PURSUANT TO THE CITY OF CAPE CORAL LAND USE AND DEVELOPMENT REGULATIONS, ARTICLE VIII, ADMINISTRATION, SECTION 8.3, PUBLIC HEARINGS, SECTION 8.10, VARIANCES, AND SECTION 8.9, APPEALS, AND THE CITY OF CAPE CORAL COMPREHENSIVE PLAN, AFFIRMING THE DECISION OF THE HEARING EXAMINER RENDERED ON SEPTEMBER 11, 2018, IN VA HEX ORDER 6-2018, THAT DENIED A VARIANCE OF SEVEN (7) FEET FROM THE MINIMUM FRONT SETBACK REQUIREMENT OF 25 FEET TO ALLOW A SINGLE-FAMILY HOME TO BE CONSTRUCTED 18 FEET FROM THE FRONT PROPERTY LINE IN A SINGLE-FAMILY RESIDENTIAL (R-1B) ZONE ON PROPERTY DESCRIBED AS LOTS 20, 21 AND 22, BLOCK 129, CAPE CORAL UNIT 5, AS MORE PARTICULARLY DESCRIBED HEREIN; PROPERTY IS LOCATED AT 5205 SEA GULL COURT; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Cape Coral Hearing Examiner has specifically considered the request of ROBERT W. SCHMID, TRUSTEE FOR THE ROBERT W. SCHMID REVOCABLE TRUST, and, after a Public Hearing on September 4, 2018, denied the aforesaid request by rendering VA HEX Order 6-2018; and

WHEREAS, ROBERT W. SCHMID, TRUSTEE FOR THE ROBERT W. SCHMID REVOCABLE TRUST, is exercising his right to appeal to the Cape Coral City Council.

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

Section 1. That the City of Cape Coral City Council having specifically considered the decision of the Cape Coral Hearing Examiner, the recommendation of the Planning Division of the City of Cape Coral, the presentation made by the Applicant(s) before this Board at a public meeting, and the criteria set forth in the City of Cape Coral Land Use and Development Regulations, Article VIII, Administration, Section 8.3, Public Hearings, and Section 8.10, Variances, the City of Cape Coral Comprehensive Plan, the application materials submitted with Application AP 18-0004, and all other evidence presented, hereby affirms the decision of the Hearing Examiner rendered in VA HEX Order 6-2018, that denied a VARIANCE OF SEVEN (7) FEET FROM THE MINIMUM FRONT SETBACK REQUIREMENT OF 25 FEET TO ALLOW A SINGLE-FAMILY HOME TO BE CONSTRUCTED 18 FEET FROM THE FRONT PROPERTY LINE IN A SINGLE-FAMILY RESIDENTIAL (R-1B) ZONE for the below-described property:

LOTS 20, 21 AND 22, BLOCK 129, CAPE CORAL, UNIT 5, A SUBDIVISION ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 11, PAGES 80 THROUGH 90, INCLUSIVE, PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

AND

A PARCEL OF LAND SITUATED IN LOT 19, BLOCK 129, CAPE CORAL, UNIT 5, A SUBDIVISION ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 11, PAGES 80 THROUGH 90, INCLUSIVE, PUBLIC RECORDS OF LEE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: BEGIN AT A POINT WHICH BEARS N 25°00' W 81.87 FEET FROM THE SOUTHWEST CORNER OF LOT 20, ALONG PLATTED PROPERTY LINE; THENCE N 25°00' W 45.52 FEET; THENCE S 31°30'00"W 12.42; THENCE S 40°15'42"E 40.65 FEET TO THE POINT OF BEGINNING

LESS AND EXCEPT THE FOLLOWING PARCEL

A PARCEL OF LAND IN LOT 20, BLOCK 129, CAPE CORAL, UNIT 5, A SUBDIVISION ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 11, PAGES 80 THROUGH 90, INCLUSIVE, PUBLIC RECORDS OF LEE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 20, PROCEED N 25°00' W 81.87 FEET ALONG THE PLATTED PROPERTY LINE; THENCE S 40°15'42" E, 64.53 FEET; THENCE SOUTHERLY ALONG THE ARC OF A CIRCLE, RADIUS 50 FEET, CENTRAL ANGLE 30°04'59", A DISTANCE OF 26.25 FEET TO THE POINT OF BEGINNING

ALSO LESS AND EXCEPT THE FOLLOWING PARCEL

PART OF LOT 22, BLOCK 129, CAPE CORAL, UNIT 5, A SUBDIVISION ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 11, PAGES 80 THROUGH 90, INCLUSIVE, PUBLIC RECORDS OF LEE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 22, THENCE CONTINUE N 25°00'00" W ALONG SAID COMMON LINE FOR 58.43 FEET TO THE NORTHEAST CORNER OF SAID LOT 22, THENCE S 34°30'00" W LONG THE NORTHWESTERLY LINE OF SAID LOT 22 FOR 10.00 FEET; THENCE S 34°10'23" E FOR 54.05 FEET TO THE POINT OF BEGINNING.

BEING MORE ALTOGETHER PROPERLY DESCRIBED AS FOLLOWS:

LOT 21, TOGETHER WITH A PART OF LOTS 19, 20, AND 22, OF BLOCK 129, UNIT 5, CAPE CORAL, A SUBDIVISION DESCRIBED IN PLAT BOOK 11, PAGE 87, PUBLIC RECORDS OF LEE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE EASTERNMOST CORNER OF SAID LOT 22, THENCE S 34°30'00"W ALONG THE SOUTH SIDE OF SAID LOTS 20, 21 AND 22, A DISTANCE OF 133.91 FEET TO A POINT OF CURVE TO THE LEFT, THENCE ALONG SAID CURVE, (RADIUS 50 FEET, DELTA ANGLE 03°34'33") 3.12 FEET; THENCE N 40°15'42"W 64.53 FEET TO THE EAST LINE OF SAID LOT 19; THENCE CONTINUE N 40°15'42"W 39.04 FEET TO THE NORTH LINE OF SAID LOT 19; THENCE ALONG SAID NORTH LINE, N 34°30'00"E 158.61 FEET; THENCE S 34°10'23"E 54.05 FEET TO THE EAST SIDE OF SAID LOT 22; THENCE ALONG SAID EAST SIDE, S 25°00'00"E 57.43 FEET TO THE POINT OF BEGINNING.

PROPERTY LOCATED AT: 5205 SEA GULL COURT

for the reason that such variance does not meet all of the criteria identified in the City of Cape Coral Land Use and Development Regulations, Section 8.10, Variances.

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.

_____
KIMBERLY BRUNS
INTERIM CITY CLERK

APPROVED AS TO FORM:

_____
JOHN E. NACLERIO
ASSISTANT CITY ATTORNEY
res/ap18-0004confirmdeniedVA

RESOLUTION 274 - 18

A RESOLUTION PURSUANT TO THE CITY OF CAPE CORAL LAND USE AND DEVELOPMENT REGULATIONS, ARTICLE VIII, ADMINISTRATION, SECTION 8.3, PUBLIC HEARINGS, SECTION 8.10, VARIANCES, AND SECTION 8.9, APPEALS, AND THE CITY OF CAPE CORAL COMPREHENSIVE PLAN, REVERSING THE DECISION OF THE HEARING EXAMINER RENDERED ON SEPTEMBER 11, 2018, IN VA HEX ORDER 6-2018, AND GRANTING A VARIANCE OF SEVEN (7) FEET FROM THE MINIMUM FRONT SETBACK REQUIREMENT OF 25 FEET TO ALLOW A SINGLE-FAMILY HOME TO BE CONSTRUCTED 18 FEET FROM THE FRONT PROPERTY LINE IN A SINGLE-FAMILY RESIDENTIAL (R-1B) ZONE ON PROPERTY DESCRIBED AS LOTS 20, 21 AND 22, BLOCK 129, CAPE CORAL UNIT 5, AS MORE PARTICULARLY DESCRIBED HEREIN; PROPERTY IS LOCATED AT 5205 SEA GULL COURT; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Cape Coral Hearing Examiner has specifically considered the request of ROBERT W. SCHMID, TRUSTEE FOR THE ROBERT W. SCHMID REVOCABLE TRUST, and, at a Public Hearing on September 4, 2018, denied the aforesaid request for a Variance by rendering VA HEX Order 6-2018; and

WHEREAS, ROBERT W. SCHMID, TRUSTEE FOR THE ROBERT W. SCHMID REVOCABLE TRUST, is exercising his right to appeal to the Cape Coral City Council.

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

Section 1. That the City of Cape Coral City Council having specifically considered the decision of the Cape Coral Hearing Examiner, the recommendation of the Planning Division of the City of Cape Coral, the presentation made by the Applicant(s) before this Board at a public meeting, and the criteria set forth in the City of Cape Coral Land Use and Development Regulations, Article VIII, Administration, Section 8.3, Public Hearings, and Section 8.10, Variances, the City of Cape Coral Comprehensive Plan, the application materials submitted with Application AP 18-0004, and all other evidence presented, hereby reverses the decision of the Hearing Examiner rendered in VA HEX Order 6-2018 and grants a VARIANCE OF SEVEN (7) FEET FROM THE MINIMUM FRONT SETBACK REQUIREMENT OF 25 FEET TO ALLOW A SINGLE-FAMILY HOME TO BE CONSTRUCTED 18 FEET FROM THE FRONT PROPERTY LINE IN A SINGLE-FAMILY RESIDENTIAL (R-1B) ZONE for the below-described property:

LOTS 20, 21 AND 22, BLOCK 129, CAPE CORAL, UNIT 5, A SUBDIVISION ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 11, PAGES 80 THROUGH 90, INCLUSIVE, PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

AND

A PARCEL OF LAND SITUATED IN LOT 19, BLOCK 129, CAPE CORAL, UNIT 5, A SUBDIVISION ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 11, PAGES 80 THROUGH 90, INCLUSIVE, PUBLIC RECORDS OF LEE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: BEGIN AT A POINT WHICH BEARS N 25°00' W 81.87 FEET FROM THE SOUTHWEST CORNER OF LOT 20, ALONG PLATTED PROPERTY LINE; THENCE N 25°00' W 45.52 FEET; THENCE S 31°30'00"W 12.42; THENCE S 40°15'42"E 40.65 FEET TO THE POINT OF BEGINNING

LESS AND EXCEPT THE FOLLOWING PARCEL

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PROPERTY LOCATED AT: 5205 SEA GULL COURT

for the reason that the aforesaid variance meets the criteria identified in the City of Cape Coral Land Use and Development Regulations, Section 8.10, Variances.

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.

_____
KIMBERLY BRUNS
INTERIM CITY CLERK

APPROVED AS TO FORM:

_____
JOHN E. NACLERIO III
ASSISTANT CITY ATTORNEY
res/ap18-0004repealdeniedVA

Planning Division Case Report
AP18-0004

Review Date:	November 27, 2018
Owner/Appellant:	Robert W Schmid Trustee for Robert W Schmid Revocable Trust
Representative:	Joe Mazurkiewicz, Jr., BJM Consulting
Request:	The appellant is appealing the decision made by the Hearing Examiner that denied a seven-foot variance to Section 2.7.1D of the City Land Use and Development Regulations per Hex Order 6-2018.
Location:	5205 Sea Gull Court Strap: 13-45-23-C4-00129.0210
Prepared By:	Justin Heller, Senior Planner
Reviewed By:	Mike Struve, AICP, Planning Team Coordinator
Approved By:	Robert Pederson, AICP, Planning Manager
Recommendation:	**Denial of the appeal, thereby affirming the decision of the Hearing Examiner.**

Property Description/Background:

The 15,262 sq. ft. waterfront site is in southeast Cape Coral. This property has a Single-Family (SF) Future Land Use Classification and Single Family Residential (R-1B) Zoning. All properties within 500 feet of this site share the same future land use and zoning classifications.

A single-family home with a pool previously constructed on the site was demolished in 2005. The site has remained vacant since that time. The property has been owned by the current owner since 2007 according to the Lee County Property Appraiser website.

Analysis:

According to LUDR, Section 8.10.2, a variance is defined as *"a modification of the requirements of the City's ordinance when such modification will not be contrary to the public interest where, because of conditions peculiar to the property involved and not the result of the actions of the applicant which occurred after the effective date of the ordinance, a literal interpretation of the ordinance would result in unnecessary and undue hardship."*

The Planning Division has reviewed this application based on the five standards outlined within LUDR, Section 8.10.3a-e and offers the following analysis for consideration. As part of the evaluation of this

appeal, included under each standard is staff's response to points raised by the appellant that appear in the letter of intent.

1. *Special Conditions: The special conditions and circumstances exist which are peculiar to the land, structure or building involved and which are not applicable to other land, structure or buildings in the same zoning district; that the special conditions and circumstances do not result from the actions of the applicant.*

   Appellant Response

   The appellant states that the irregular configuration of the lot that contributes to a site with less depth than most lots in the City constitutes a special condition. The appellant also states the subject site is similar to another property in the area at 5207 Skyline Court that was previously granted a seven-foot front setback.

   Staff Response

   A standard two lot parcel in the City is typically 80 feet wide by 125 feet deep (10,000 sq. ft.). The subject property has a trapezoid shape and is 15,262 square feet in area. The depth of the site averages about 103 feet. The site has about 134 feet of frontage on Sea Gull Court and 159 feet of frontage on Seminole Canal. The subject property is flat and while this parcel has the shape of a trapezoid, the geometry of this parcel is not uncommon compared to other waterfront sites in the City.

   The site has about 25 ft less depth than a standard lot, however, the site still meets the minimum depth requirement of 100 feet for the R-1B District. Since the site complies with the minimum lot depth requirement, this factor by itself does not represent a special condition for this site. Staff also identified at least four properties with minimum depths of 100 feet or less along a 2,500 foot stretch of Bimini Canal near the subject property. Therefore, the shallower lot depth is not a unique feature for this area.

   Viewing the site more broadly, the property also lacks other physical constraints like a steep slope or wetlands that would unusually impede or greatly restrict the development of this site. The lack of special conditions present on this site is further supported by the development history of the site in that a single-family home was previously constructed on the site without a variance.

   The appellant implies that the site should receive a variance because a similar, nearby property at 5207 Skyline Court received a variance previously. Each variance, however, is evaluated on its own merits based on applying the five standards to the property in question. Since each site is different, it is not a sufficient basis for justifying the awarding of a variance simply because a nearby property received a variance in the past. The case involving the site at 5207 Skyline Court did receive a variance from the Board of Zoning Adjustment and Appeals, although staff had recommended denial of the variance request.

   Based on the re-analysis of this standard and taking into consideration points raised by the appellant, staff finds that special conditions are not present in this case.

2. *No Special Privilege: The granting of the variance requested will not confer on the applicant any special privilege that is denied by this ordinance to other lands, buildings or structures in the same zoning district.*

Appellant Response

The appellant states that the approval of the variance will not confer any special privilege, rather it will allow the owner to construct a home and pool on the site consistent with the builder's design. The appellant also states the only other lot in the area with 100 feet of depth was granted a similar front setback variance.

Staff Response

All buildings in the R-1B District requires a minimum front setback of 25 feet. This requirement applies to all buildings, regardless of area, floor plan, or architectural design.

Staff verified that a nearby property to the northeast at 5207 Skylark Court received a variance for a seven-foot front setback in 2009. This property has a depth and shape similar to that of the subject property. This variance was approved by the Board of Zoning Adjustment and Appeals, although Planning staff had recommended denial of the request. Each variance case is evaluated on its own merits based on applying the five variance standards to the property in question and, therefore, it is not a sufficient basis for justifying the awarding of a variance for a parcel simply because a nearby property or properties received a similar variance in the past.

Regarding this case, staff finds that the granting of the requested variance would confer special privileges to the appellant as other property owners with similar requests could reasonably expect to be denied.

3. *Hardship: That literal interpretation of the provisions of this ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of this ordinance and would work unnecessary and undue hardships on the applicant.*

Appellant Response

The appellant states that the required setback would deprive the owner from building a house with a pool similar to his neighbors. The appellant also states that the property owner worked with over a dozen builders to choose a home and that there is additional cost involved with building a custom home.

Staff Response

The particular design of the house desired by the appellant does comply with the minimum setbacks for this site. Based on a survey provided by the appellant, staff has conservatively estimated that a house with a building footprint of about 7,076 sq. ft. could be constructed on the site without a variance. Other design options, like a two-story house, are also available that would allow the City to approve a single-family house on the site without the need for a variance.

Finally, staff notes that a house was previously constructed on the site without a variance. In consideration of these factors identified within this section, staff concludes that any

hardship claimed by the appellant is self-imposed as the design of the house could be modified to comply with the front setback requirements.

Based on the re-analysis of this standard and taking into consideration points raised by the appellant, staff finds that the literal interpretation of this ordinance would not deprive the appellant of rights commonly enjoyed by other properties in the same zoning district and would not cause an unnecessary and undue hardship on the appellant.

4. *Minimum Variance: That the variance granted is the minimum variance that will make possible the reasonable use of the land, building or structure.*

Appellant Response

The appellant states that the seven-foot variance requested is the minimum required to allow the owner to build their desired home with pool on the site.

Staff Response

The floor plan (Exhibit 1) chosen by the owner cannot be built without a variance. However, the design of the single-family home and pool could be modified to conform to the district requirements without the need of a variance. As a result, this request does not constitute the minimum variance required to enjoy the use of this property.

Based on the re-analysis of this standard and taking into consideration points raised by the appellant, staff finds the request does not constitute the minimum variance to make reasonable use of the land.

5. *Purpose and Intent; Public Interest: That the granting of the variance will be in harmony with the general intent and purpose of this ordinance, and that such variance will not be injurious to the area involved or otherwise detrimental to the public welfare.*

Appellant Response

The appellant states that the granting of the requested variance will not negatively impact the adjoining properties or neighborhood. Due to the size of the property and the layout of the proposed home, the variance will not be noticeable from the street or adjoining properties. The appellant has provided letters from both adjoining property owners that do not object to the requested variance.

Staff Response

The regulation requiring minimum front yard setbacks from property lines is intended to ensure that the use of a property does not infringe on the rights of neighboring owners to enjoy and fully utilize their property and provides for minimal separation distances between buildings and road rights-of-way (ROW). Setbacks also serve an important role in providing consistency in building placement, thereby providing a consistent line of sight for houses along a street. For the aforementioned reasons, the City has an interest in maintaining minimum setbacks. Due to the size and configuration of neighboring homes on their

properties, a reduction in the front setback should not be noticeable to residents in this area. As a result, the variance should be in harmony with the purpose of the ordinance.

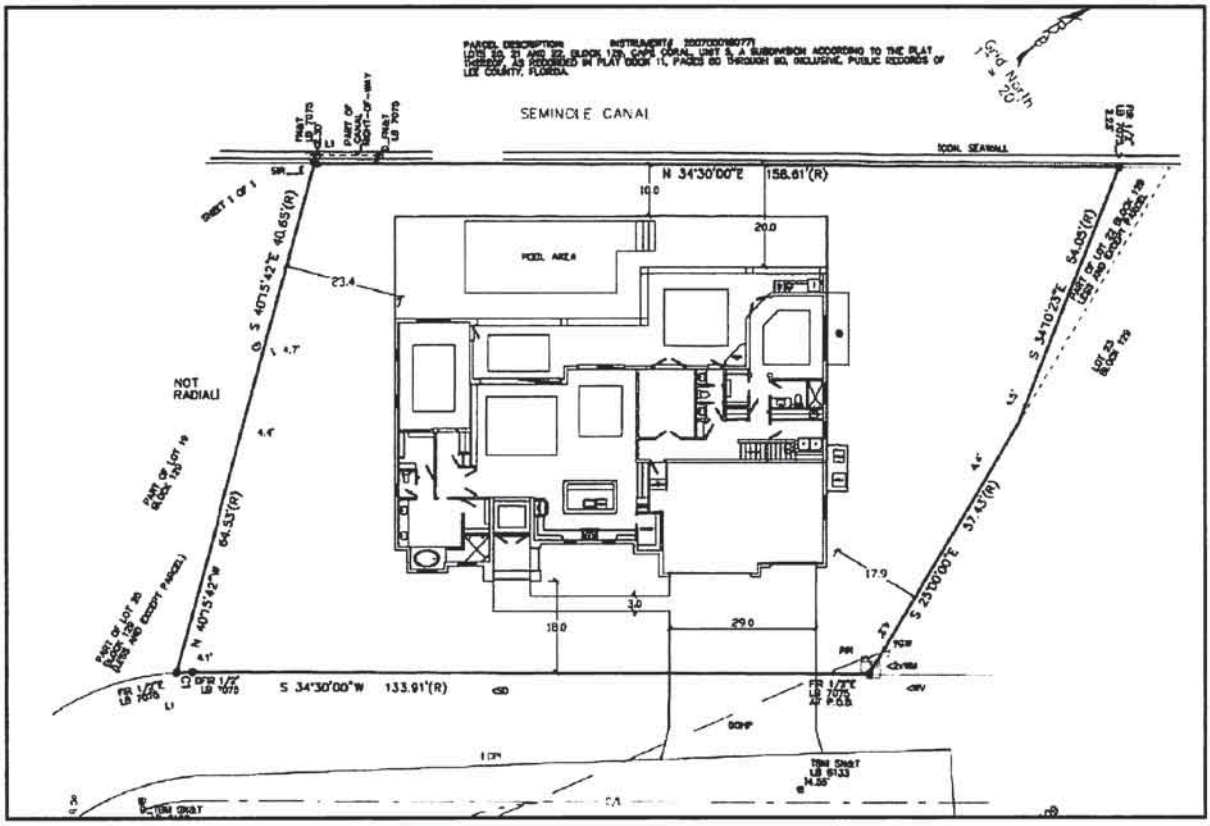
The property owners adjacent to the subject property would likely be most affected by this variance if granted. The neighbors at 5201 and 5209 Sea Gull Ct., both provided letters of no objection to this variance request. Therefore, the variance should not be injurious to the area involved or otherwise detrimental to the public welfare. Based on the above analysis, the awarding of this variance would be consistent with the purpose and intent of the Land Use and Development Regulations and is consistent with the public interest. Staff finds this standard has been met.

Recommendation:

A public hearing before the Hearing Examiner was held on September 4th, 2018 and a decision rendered in HEX Order 6-2018 on September 11, 2018. The Hearing Examiner found the requested variance did not meet all five standards and therefore denied the applicant's request for a variance.

In the re-analysis of this variance resulting from the appeal filed by the appellant, staff finds the requested variance does not meet all five standards as required by LUDR, Section 8.10.3a-e, as discussed in this report., As a result, the Planning Division recommends denial of the appeal, thereby affirming the earlier decision of the Hearing Examiner.

Exhibit 1:



Attachments:
HEX Order 6-2018
HEX Staff Report

NOTICE TO SURROUNDING PROPERTY OWNERS

CASE NUMBER: AP18-0004

YOU ARE HEREBY NOTIFIED that the City of Cape Coral, Florida proposes to adopt RESOLUTION 274 – 18: A RESOLUTION PURSUANT TO THE CITY OF CAPE CORAL LAND USE AND DEVELOPMENT REGULATIONS, ARTICLE VIII, ADMINISTRATION, SECTION 8.3, PUBLIC HEARINGS, SECTION 8.10, VARIANCES, AND SECTION 8.9, APPEALS, AND THE CITY OF CAPE CORAL COMPREHENSIVE PLAN, AFFIRMING THE DECISION OF THE HEARING EXAMINER RENDERED ON SEPTEMBER 11, 2018, IN VA HEX ORDER 6-2018, THAT DENIED A VARIAN CE OF SEVEN (7) FEET FROM THE MINIMUM FRONT SETBACK REQUIREMENT OF 25 FEET TO ALLOW A SINGLE-FAMILY HOME TO BE CONSTRUCTED 18 FEET FROM THE FRONT PROPER1Y LINE IN A SINGLE-FAMILY RESIDENTIAL (R-1B) ZONE ON PROPERTY DESCRIBED AS LOTS 20, 21 AND 22, BLOCK 129, CAPE CORAL UNIT 5, AS MORE PARTICULARLY DESCRIBED HEREIN; PROPER1Y IS LOCATED AT 5205 SEA GULL COURT; PROVIDING AN EFFECTIVE DATE.
OR
RESOLUTION 274 - 18
A RESOLUTION PURSUANT TO THE CITY OF CAPE CORAL LAND USE AND DEVELOPMENT REGULATIONS, ARTICLE VIII, ADMINISTRATION, SECTION 8.3, PUBLIC HEARINGS, SECTION 8.10, VARIANCES, AND SECTION 8.9, APPEALS, AND THE CITY OF CAPE CORAL COMPREHENSIVE PLAN, REVERSING THE DECISION OF THE HEARING EXAMINER RENDERED ON SEPTEMBER 11, 2018, IN VA HEX ORDER 6-2018, AND GRANTING A VARIANCE OF SEVEN (7) FEET FROM THE MINIMUM FRONT SETBACK REQUIREMENT OF 25 FEET TO ALLOW A SINGLE-FAMILY HOME TO BE CONSTRUCTED 18 FEET FROM THE FRONT PROPERTY LINE IN A SINGLE-FAMILY RESIDENTIAL (R-1B) ZONE ON PROPERTY DESCRIBED AS LOTS 20, 21 AND 22, BLOCK 129, CAPE CORAL UNIT 5, AS MORE PARTICULARLY DESCRIBED HEREIN; PROPERTY IS LOCATED AT 5205 SEA GULL COURT; PROVIDING AN EFFECTIVE DATE.

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

PROPERTY OWNER(S): Robert W Schmid Trustee for Robert W Schmid Revocable Trust

UPCOMING PUBLIC HEARING: Notice is hereby given that the City of Cape Coral Council will hold a public hearing at 4:30 P.M. on Monday, December 10, 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 City Council 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.

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

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.

APPEALS: 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.

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NOTICE OF PUBLIC HEARING

CASE NUMBER: AP18-0004

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by order of
Kimberly Bruns, CMC
Interim City Clerk
REF # AP18-0004
AD# 3275808 Nov. 30, 2018

Department of Community Development
Planning Division

AFFIDAVIT

IN RE: APPLICATION OF: Robert W Schmid TR for Robert W Schmid Revocable Trust

APPLICATION NO: AP18-0004

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 4th day of December, 2018.

Vincent A. Cautero, AICP

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 4th day of December, 2018, by Vincent A. Cautero, AICP, who is personally known to me and who did not take an oath.

Exp. Date 12/6/20 Commission # GG030474

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

Signature of Notary Public

Elisabeth A. Delgado
Print Name of Notary Public

CITY OF CAPE CORAL
Department of
Community Development
Planning Division

Case No. AP18-0004

Subject Parcel

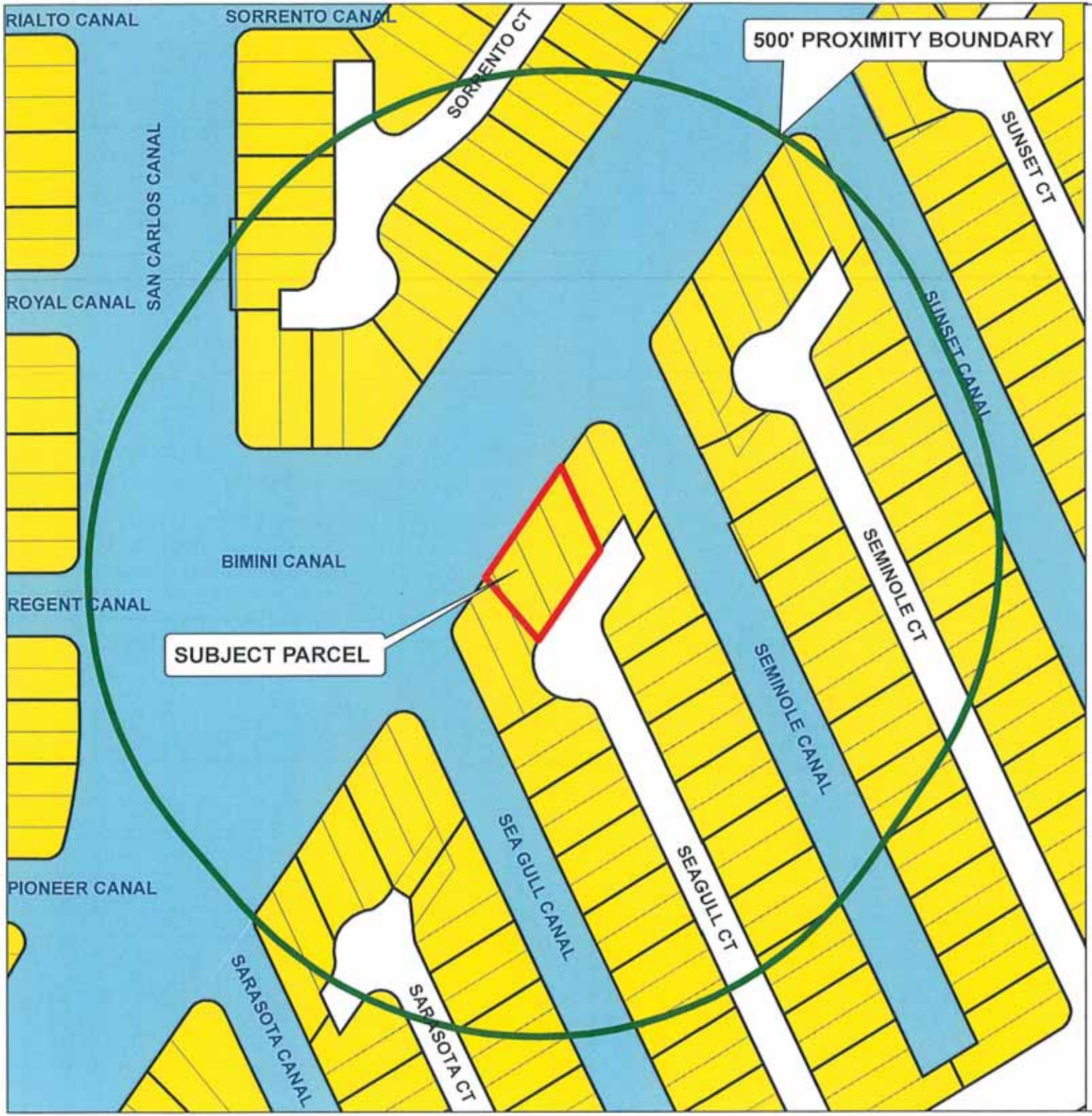
Cape Coral
FLORIDA
You'll Like the Attitude in Paradise

N
W E
S

NOVEMBER 28TH, 2018

Feet
0 60 120

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 occur. Please contact the Department of Community Development with any questions regarding this map product.



CITY OF CAPE CORAL
Department of
Community Development
Planning Division

CURRENT ZONING MAP
500' Proximity Boundary

Case No. AP18-0004

LEGEND

500' Proximity Boundary

Subject Parcel

Zoning

R-1B

Cape Coral
FLORIDA
You'll Like the Attitude in Paradise

N
W E
S

NOVEMBER 28TH, 2018

Feet
0 200 400

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DEPARTMENT OF COMMUNITY DEVELOPMENT

CASE # VA18-0016

APPLICATION FOR VARIANCE

Questions: 239-574-0776

REQUEST TO HEARING EXAMINER FOR A VARIANCE

FEE: SINGLE-FAMILY RESIDENTIAL USE $150.00 ($150.00 PER EACH ADDITIONAL REQUEST) ALL OTHER USES $673.00. In addition to the application fee, all required advertising costs are to be paid by the applicant (ORD 39-03, Sec. 5.4). Advertising costs will be billed and must be paid prior to hearing.

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

OWNER OF PROPERTY

Robert W Schmid TR for Robert W Schmid Revocable Trust

Address: 7090 Hendry Creek Dr

City: Fort Myers State: FL Zip 33908

Phone: 239-633-4566

APPLICANT

Robert W Schmid

Address: 7090 Hendry Creek Dr

EMAIL

bob@marker5.com

City: Fort Myers State: FL Zip 33908

Phone: 239-633-4566

AUTHORIZED REPRESENTATIVE

Joe Mazurkiewicz, Jr./BJM Consulting

Address: PO Box 101655

EMAIL

joe@bjmconsult.com

City: Cape Coral State: FL Zip 33910

Phone: 239-470-5778

Unit 5 Block 129 Lot(s) 21,22,PT 19+20 Subdivision Cape Coral

Address of Property 5205 Sea Gull Ct

Current Zoning R-1B Residential Plat Book 11 , Page 87

Strap Number 13-45-23-C4-00129.0210

THIS APPLICATION SHALL ALSO HAVE ANY ADDITIONAL REQUIRED SUPPORTING DOCUMENTS

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

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

DEPARTMENT OF COMMUNITY DEVELOPMENT

APPLICATION FOR VARIANCE

Questions: 239-574-0776

CASE # VA18-0016

Robert W Schmid, Trustee
APPLICANT NAME (PLEASE TYPE OR PRINT)

Robert W. Schmid
APPLICANT'S SIGNATURE

(SIGNATURE MUST BE NOTARIZED)

STATE OF FL, COUNTY OF Lee

Sworn to (or affirmed) and subscribed before me this 12th day of June, 2018, by Robert W. Schmid who is personally known or produced personally known as identification.

ANGIE JOY MARSH
Notary Public – State of Florida
Commission # GG 168998
My Comm. Expires Dec 18, 2021
Bonded through National Notary Assn

Exp. Date: 12/18/21 Commission Number:

Signature of Notary Public: Angie Joy Marsh

Printed name of Notary Public: Angie Joy Marsh

DEPARTMENT OF COMMUNITY DEVELOPMENT

APPLICATION FOR VARIANCE

Questions: 239-574-0776

CASE # VA18-0016

ACKNOWLEDGEMENT FORM

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

I acknowledge that I or my representative must attend any applicable meetings scheduled for the Hearing Examiner, and City Council.

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

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

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

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

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

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

(SIGNATURE MUST BE NOTARIZED)

CORPORATION/COMPANY NAME

Robert W Schmid, Trustee
PROPERTY OWNER (PLEASE TYPE OR PRINT)

Robert W Schmid
PROPERTY OWNER'S SIGNATURE

STATE OF FL, COUNTY OF Lee

Sworn to (or affirmed) and subscribed before me this 12th day of June 2018 by Robert W. Schmid who is personally known or produced personally Known as identification.

Exp. Date: 12/18/21 Commission Number: _____

ANGIE JOY MARSH
Notary Public – State of Florida
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Printed name of Notary Public: Angie Joy Marsh

DEPARTMENT OF COMMUNITY DEVELOPMENT CASE # VA18-0016

APPLICATION FOR VARIANCE

Questions: 239-574-0776

AUTHORIZATION TO REPRESENT PROPERTY OWNER(s)

PLEASE BE ADVISED THAT Joe Mazurkiewicz, Jr./BJM Consulting
(Name of person giving presentation)

IS AUTHORIZED TO REPRESENT ME IN THE REQUEST TO THE HEARING EXAMINER, OR CITY COUNCIL FOR Variance
(Type of Public Hearing – i.e., PDP, Zoning, Special Exception, Variance, etc.)

UNIT 5 BLOCK 129 LOT(S) 21,22,PT 19+20 SUBDIVISION Cape Coral

OR LEGAL DESCRIPTION _____

LOCATED IN THE CITY OF CAPE CORAL, COUNTY OF LEE, FLORIDA.

Robert W Schmid, Trustee
PROPERTY OWNER (Please Print)

Robert W. Schmid
PROPERTY OWNER (Signature & Title)

PROPERTY OWNER (Please Print)

PROPERTY OWNER (Signature & Title)

STATE OF FL, COUNTY OF Lee

Subscribed and sworn to (or affirmed) before me this 12th day of June, 2018 by Robert W. Schmid who is personally known or produced personally known as identification.

ANGIE JOY MARSH
Notary Public – State of Florida
Commission # GG 168998
My Comm. Expires Dec 18, 2021
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Exp. Date: 12/18/21 Commission Number: _____

Signature of Notary Public: Angie Joy Marsh

Printed name of Notary Public: Angie Joy Marsh

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

DEPARTMENT OF COMMUNITY DEVELOPMENT

CASE # VA18-0016

APPLICATION FOR VARIANCE

Questions: 239-574-0776

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

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

I have read the above requirement and agree to comply with this provision.

Robert W Schmid, Trustee
OWNER/APPLICANT (PLEASE TYPE OR PRINT)

Robert W. Schmid
OWNER/APPLICANT SIGNATURE

(SIGNATURE MUST BE NOTARIZED)

STATE OF FL COUNTY OF Lee

Sworn to (or affirmed) and subscribed before me on this 12th day of June 2018 by Robert W Schmid, who is personally known or who has produced personally known as Identification.

Exp. Date _____
Commission # _____

Angie Joy Marsh
Signature of Notary Public

Angie Joy Marsh
Print Name of Notary Public

ANGIE JOY MARSH
Notary Public – State of Florida
Commission # GG 168998
My Comm. Expires Dec 18, 2021
Bonded through National Notary Assn.

BJM Consulting, Inc.

Joe Mazurkiewicz, Jr.
President
P O Box 101655
Cape Coral, FL 33910

Telephone 239-470-5778
Email: joe@bjmconsult.com

June 19, 2018

Mr. Vince Cautero, Director
Department Community Development
City of Cape Coral
PO Box 150027
Cape Coral FL 33915-0027

RE: Variance for 5205 Sea Gull Court

Dear Mr. Cautero,

BJM Consulting, Inc. represents Robert W Schmid, Trustee, owner of the property located at 5205 Sea Gull Court in Cape Coral, Florida. The owner is requesting a seven foot (7') reduction to the required 25' front setback to allow a single family residence to be built with an 18' front setback.

The site is located in Southeast Cape Coral in Block 129, Lots 21,22 and PT lots 19 + 20 Less OR 3652/4400. The property has a SF (Single Family) land use is zoned R-1B (Residential). The site is serviced by all three city utilities.

The parcel is an oversized lot, but due to it irregular configuration does not have the depth of most of the lots in the Cape. If you measure the depth of the lot perpendicular from the street to the canal it is around 100' which is 25' less than most lots. This is the reason he needs to request the Variance to the front setback.

In addressing the requirements in Section 8.10 we submit the following:

> Special Conditions – The irregular configurations of the lot with less depth than most lots in the City is why we need the Variance to construct a house with a pool on the subject property
>
> No Special Privilege – The approval of the requested Variance will not confer any special privilege on the applicant, rather it will allow the applicant to construct a home with pool in a similar manner as his neighbors.

Hardship – The required 25' setback would deprive the owner from building a home with pool similar to his neighbors.

Minimum Variance – The Seven (7') Variance requested is the minimum required to allow the owner to build a home with pool on the site. The owner has spent many hours with his builder trying to come up with plans to build his desired home with pool on the lot, and the one associated with this application meets his requirements with the smallest Variance needed from the front set back.

Purpose and Intent: Public Interest – The granting of the requested Variance will not negatively impact the adjoining properties or neighborhood. Due to the size of the property and the layout of the proposed home the Variance will not be easily observable from the street or adjoining properties. The owner has received communications of no objections from both adjoining property owners.

We believe we meet all five requirements required to be granted the requested Variance and therefor ask for a positive staff recommendation and approval from the Hearing Examiner.

Please let us know if you have any questions or concerns regarding this applications.
Sincerely,

Joe Mazurkiewicz, Jr.

Joe Mazurkiewicz, Jr. Ph.D.
President, BJM Consulting, Inc.

Planning Division Case Report
VA18-0016

Review Date:	August 7, 2018
Owner/Applicant:	Robert W Schmid TR for Robert W Schmid Revocable Trust
Representative:	Joe Mazurkiewicz, Jr., BJM Consulting
Request:	A seven-foot variance to Section 2.7.1D of the City Land Use and Development Regulations (LUDR) that requires a 25 foot front setback for buildings in a Single-Family Residential (R-1B) District; to allow a single-family home to be constructed 18 feet from the SE property line.
Location:	5205 Sea Gull Court Strap: 13-45-23-C4-00129.0210
Prepared By:	Justin Heller, Planner
Reviewed By:	Mike Struve, AICP, Planning Team Coordinator
Approved By:	Robert Pederson, AICP, Planning Manager
Recommendation:	**Denial**

Property Description/Background:

The 15,262 sq. ft. waterfront site is in southeast Cape Coral. This property has a Single-Family (SF) Future Land Use Classification and Single Family Residential (R-1B) Zoning. All properties within 500 feet of this site share the same future land use and zoning classifications.

A single-family home with a pool had been previously constructed on the site was demolished in 2005. The site has remained vacant since that time. The property has been owned by the current owner since 2007 according to the Lee County Property Appraiser website.

Analysis:

According to LUDR, Section 8.10.2, a variance is defined as *"a modification of the requirements of the City's ordinance when such modification will not be contrary to the public interest where, because of conditions peculiar to the property involved and not the result of the actions of the applicant which occurred after the effective date of the ordinance, a literal interpretation of the ordinance would result in unnecessary and undue hardship."*

The Planning Division has reviewed this application based on the five standards outlined within LUDR, Section 8.10.3a-e and offers the following analysis for consideration.

1. *Special Conditions: The special conditions and circumstances exist which are peculiar to the land, structure or building involved and which are not applicable to other land, structure or buildings in the same zoning district; that the special conditions and circumstances do not result from the actions of the applicant.*

   Staff determination and analysis: Standard not met by the applicant.

   The subject property is flat and while this parcel has the shape of a trapezoid, the geometry of this parcel is not uncommon compared to other waterfront sites in the City. This 15,262 sq. ft. parcel is significantly greater in area than most two-lot home sites in the City. The site has about 25 ft less depth than a standard lot, however, the site still meets the minimum depth requirement for R-1B Zoning. The property lacks physical constraints like a steep slope, presence of bedrock, or wetlands that would unusually impede or greatly restrict the development of this site. The home design chosen by the applicant does not meet City setback requirements, thereby triggering this variance application. As a result, special conditions are not present in this case.

2. *No Special Privilege: The granting of the variance requested will not confer on the applicant any special privilege that is denied by this ordinance to other lands, buildings or structures in the same zoning district.*

   Staff determination and analysis: Standard not met by the applicant.

   All construction in the R-1B District requires a minimum front setback of 25 feet. This requirement applies to all buildings, regardless of square footage, floor plan, or architectural design. Except for cul-de-sac lots, setback requirements for this district are fixed and do not vary based on the area or configuration of the property.

   Staff has verified that the adjacent site to the northeast received front setback relief in the past. Each variance case is evaluated on its own merits based on applying the five variance standards to the property in question and, therefore, it is not a sufficient basis for justifying the awarding of a variance for a parcel simply because a nearby property or properties received a similar variance. Regarding this case, staff finds that the granting of the requested variance would confer special privileges to the applicant as other property owners with similar requests could reasonably expect to be denied a similar request.

3. *Hardship: That literal interpretation of the provisions of this ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of this ordinance and would work unnecessary and undue hardships on the applicant.*

   Staff determination and analysis: Standard not met by the applicant.

   The applicant plans to construct a single-family home with a pool on the property. At 15,262 sq. ft, the property is substantially larger than the minimum 10,000 sq. ft. site required by the City. While the property is somewhat irregular in shape, the configuration of this parcel is not uncommon throughout the City.

Aerial photos from 2005 available from the Lee County Property Appraiser show this parcel previously had a single-family dwelling with a pool. However, this structure was removed from this site over a decade ago. Evidence that a prior single-family pool home existed on the property shows that another single-family dwelling could be constructed without requiring a variance.

Any hardship claimed by the applicant should be considered self-imposed as the applicant could modify the proposed design of this single-family home to comply with the dimensional requirements of the R-1B District without a variance. As a result, staff finds that reasonable use of this property exists.

4. *Minimum Variance: That the variance granted is the minimum variance that will make possible the reasonable use of the land, building or structure.*

Staff determination and analysis: Standard not met by the applicant.

The floor plan (Exhibit 1) chosen by the owner cannot be built without a variance. However, the design of the single-family home and pool could be modified to conform to the district requirements without the need of a variance. As a result, this request does not constitute the minimum variance required to enjoy the use of this property.

5. *Purpose and Intent; Public Interest: That the granting of the variance will be in harmony with the general intent and purpose of this ordinance, and that such variance will not be injurious to the area involved or otherwise detrimental to the public welfare.*

Staff determination and analysis: Standard partially met by the applicant.

The regulation requiring minimum front yard setbacks from property lines is intended to ensure that the use of a property does not infringe on the rights of neighboring owners to enjoy and fully utilize their property and provides for minimal separation distances between buildings and road rights-of-way (ROW). Setbacks also serve an important role in providing consistency in building placement and thereby providing a consistent line of sight for houses along a street. For the aforementioned reasons, the City has an interest in maintaining minimum setbacks. As a result, the variance would not be in harmony with the general intent and purpose of the ordinance.

The property owners adjacent to the subject property would likely be most affected by this variance if granted. The neighbors at 5201 and 5209 Sea Gull Ct., both provided letters of no objection to this variance request.

Consistency with the Comprehensive Plan

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

Policy 1.15: *Land development regulations adopted to implement this comprehensive plan will be based on, and will be consistent with, the standards for uses and densities/intensities as described in the following future land use classifications. In no case shall maximum densities allowable by the following*

classifications conflict with Policy 4.3.3 of the Conservation and Coastal Management Element regulating density of development within the Coastal High Hazard Area.

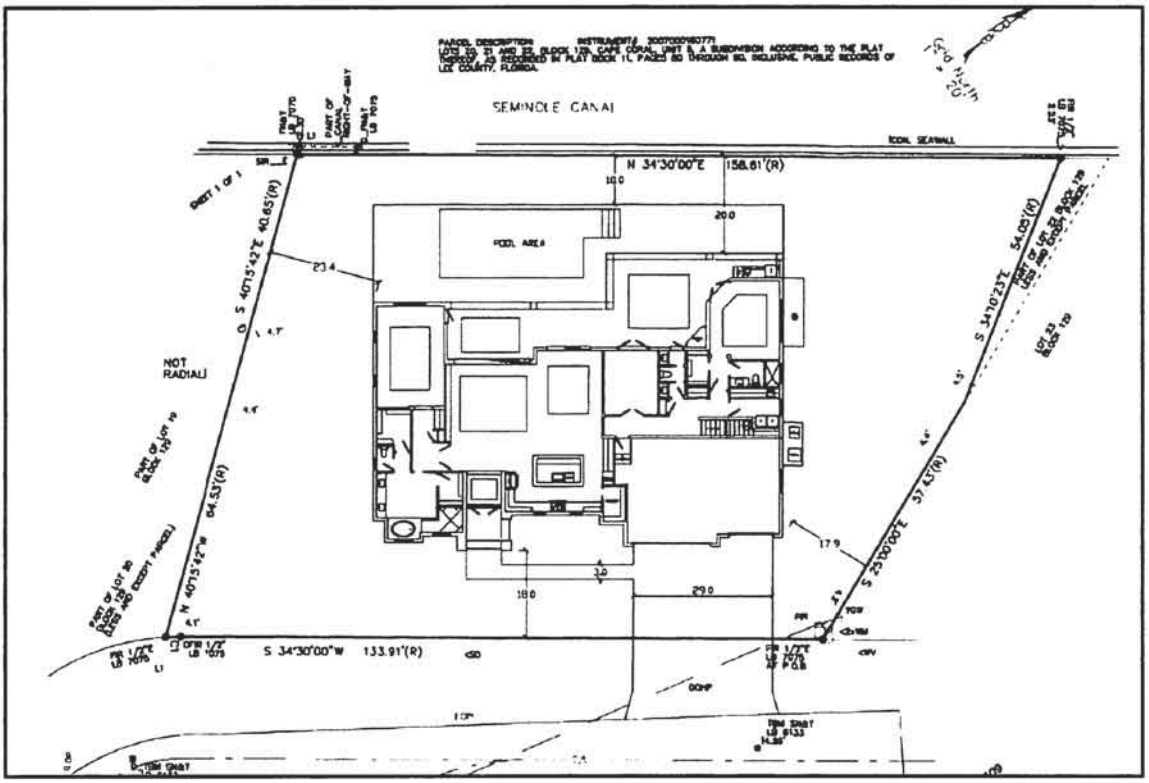
a. *Single Family Residential: Sites of 10,000 square feet and greater, with densities not to exceed 4.4 units per acre.*

Staff comment: This request is consistent with Policy 1.15.a as the R-1B zoning is consistent with the Single Family Future Land Use Classification. The site is 15,262 sq. ft. and the site will have one single-family home. This equates to a density of ±2.9 dwelling units per acre, less than the maximum density allowed in this future land use classification.

Recommendation:

Given that the applicant does not meets all five standards for a Variance under LUDR, Section 8.10.3a-e , as discussed above, the Planning Division recommends **denial** of the variance request.

Exhibit 1:


SEMINOLE CANAL
N 34°30'00"E 158.61'(R)
POOL AREA
NOT RADIAL
S 34°30'00"W 133.91'(R)

OFFICE OF THE HEARING EXAMINER, CITY OF CAPE CORAL
HEARING EXAMINER ORDER

VA HEX Order 6-2018
Rendered September 11, 2018

APPLICATION FOR: Variance (DCD Case #VA18-0016)

NAME OF OWNER: Robert W Schmid Revocable Trust

NAME OF APPLICANT: Robert W. Schmid

APPLICANT'S AUTHORIZED REPRESENTATIVE: Joe Mazurkiewicz, Jr., Ph.D., BJM Consulting

PROPERTY ADDRESS: 5205 Sea Gull Court, Cape Coral, FL
Block 129, Lots 21, 22 and PT lots 19+20Less OR 3652/4400
Strap: 13-45-23-C4-00129.0210

FUTURE LAND USE CLASSIFICATION: Single Family (SF)

ZONING DISTRICT: Single Family Residential (R-1B)

HEARING DATE: September 4, 2018

I. SUMMARY OF REQUEST

The Applicant requests a seven (7) foot variance to Section 2.7.1D of the City Land Use and Development Regulations (LUDR) to allow a single-family home to be constructed 18 feet from the SE property line. LUDR § 2.7.1D requires a 25 foot front setback for buildings in the Single-Family Residential (R-1B) District.

II. SUMMARY OF HEARING EXAMINER ORDER

The Hearing Examiner **denies** the application for a variance.

III. NOTICE OF HEARING

Based on the testimony of City Staff Justin Heller at the Hearing, the Hearing Examiner finds that proper notice of this hearing was provided, in accordance with the requirements of Article VIII, §8.3, Public Hearings, of the City of Cape Coral Land Use and Development Regulations ("LUDRs").

IV. HEARING EXAMINER SITE VISIT

Pursuant to the authority set forth in LUDR § 8.3.1.C.6.a, the Hearing Examiner conducted a site visit of the subject property prior to the Hearing.

V. PARTICIPANTS IN HEARING

CITY STAFF: Justin Heller

CITY CLERK'S OFFICE: Patricia Sorrels

APPLICANT: Robert Schmid, Trustee

APPLICANT'S REPRESENTATIVE: Joe Mazurkiewicz, Jr., Ph.D., BJM Consulting[1]

TESTIMONY BY THE PUBLIC: No members of the public testified.

CORRESPONDENCE BY THE PUBLIC: The Applicant's Representative provided emails from Norma Colley[2] and Andrea Signorelli[3] to staff, who then provided them to the Hearing Examiner at the Hearing. These emails are attached to this Order and also available for review through the City Community Development Department.

VI. EXHIBITS:

APPLICANT'S EXHIBITS: previously submitted

CITY STAFF'S EXHIBITS: In addition to the exhibits previously submitted, Staff at the hearing provided an annotated copy of the City zoning map showing various lot depths. This was at the Hearing Examiner's request. The same City zoning map had been presented by Applicant's Representative (without Staff's annotations) during his case in chief. Applicant's Representative did not object to the admission of this annotated map into evidence.

VII. REVIEW OF LUDR REQUIREMENTS

Authority. The Hearing Examiner has the authority to approve or deny an application for a variance (LUDR §8.10.1). If granting a variance, the Hearing Examiner may prescribe appropriate conditions and safeguards in conformity with the LUDRs (LUDR §8.10.5).

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, upon review of the entirety of the record. It is Applicant's burden to prove that it does.

---

[1] Mr. Mazurkiewicz was accepted by the Hearing Examiner as an expert witness on land planning issues, based upon his prior testimony and his recitation of credentials in similar hearings before the Hearing Examiner.

[2] The Applicant's Representative testified that Ms. Colley is Applicant's neighbor to the immediate east of the subject property.

[3] The Applicant's Representative testified that Ms. Signorelli is Applicant's neighbor to the immediate west of the subject property,

Hearsay evidence may be used for the purpose of supplementing or explaining other evidence, but shall not be sufficient by itself to support a finding unless it would be admissible over objection in court. In rendering this decision, the Hearing Examiner must consider all competent substantial evidence in the record as defined as defined by LUDR § 8.3.1.C.3.b.

Variance. A variance is a modification of the LUDR requirements, when such modification will not be contrary to the public interest where, because of conditions peculiar to the property involved and not the result of the actions of the applicant which occurred after the effective date of the LUDR provision(s), a literal interpretation of the LUDRs would result in unnecessary and undue hardship (LUDR § 8.10.2). Before any variance may be granted, the Hearing Examiner shall make findings of compliance with all variance standards, as set forth below (LUDR § 8.10.3, as amended).

VIII. TESTIMONY AT HEARING

Hearing Examiner's Findings of Fact.

The Hearing Examiner's Findings of Fact are set forth below.

IX. DISCUSSION AND FINDINGS

Site and Surrounding Area.

Staff testified that this 15,262 square feet waterfront site is located in southeast Cape Coral. On her site visit, the Hearing Examiner confirmed the statement in the letter of June 19, 2018 from the Applicant's Representative that the property is an oversized parcel with an irregular configuration.

The Applicant's Representative testified that the depth of the lot, measuring perpendicular from the street to the canal is approximately one hundred (100) feet.

Staff testified that a 3-bedroom, 2 bathroom single-family home with a pool [4] had been previously constructed on the site and had been demolished in 2005. The site has remained vacant since that time. Staff further testified that, according to the Lee County Property Appraiser website, the current owner has owned the property since 2007.

Staff testified that all properties within 500 feet of the subject property have the same future land use and zoning classifications.

[4] Although no dimensions regarding this previous structure were provided by either party, it appeared from the map shown by staff that the previous home occupied a substantial portion of the subject lot.

Variance Review Criteria.

1. **Special Conditions.**

Do special conditions and circumstances exist which are peculiar to the land, structure or building involved and which are not applicable to other lands, structures or buildings in the same zoning district? If yes, do the special conditions and circumstances result from the actions of the Applicant (LUDR §8.10.3 a)?

In support of his position that the Application complies with this first standard, the Applicant's Representative testified directly or through his application letter of June 19, 2018, as follows: (a) the "irregular configuration of the lot [has] less depth than most lots in the City;" (b) most City lots have a depth of 125 feet; (c) this lot is at the end of an "L" shaped cul-de-sac, unlike most cul-de-sacs which are "T" shaped (and therefore perpendicular to the entry road), leading to his conclusion that, if granted, the configuration of the variance would not be obvious from the street; (d) to his knowledge, there are only four (4) "L" shaped cul-de-sacs in the area and this is the only one with a depth of 100 feet; (e) the zoning map appears to show that this lot is shorter than other lots, when a straight line is drawn down the "fingers" of the canal, creating a unique circumstance of "one"; (f) the proposed house would be substantially larger and more expensive than the previous house, in accordance with 21st Century standards for waterfront homes on lots that were valued in excess of $500,000; (g) the City allegedly tacitly acknowledged a trend towards bigger, more expensive waterfront homes, through its reduction of the side setback requirements from ten feet to 7-1/2 feet to allow for homes with greater footprints.

Applicant Robert Schmid testified that he had met with twelve or thirteen builders over the course of several years. He further testified that, absent the variance, he would be required to build a custom home that is very wide and not deep, at a great expense.

As indicated above, Applicant submitted 2 neighbors' emails in support of his Application. The email from Applicant to his neighbor Norma Colley, which apparently led to Ms. Colley's expression of support, is as follows:

> "Norma, if you are not opposed to a 7 foot setback variance I will need a letter or email from you that states you have no objection to the variance as it will give you a better overall view. ***If the variance is not granted I have no choice but to extended (sic) the house closer to you and Andrea. I look forward to hearing from you. This variance also pushes the front corner next to you back 5 feet as opposed to having no variance*** (bold and italic emphasis added)."[5]

[5] This email is attached as Exhibit "A" to this Order.

In support of their position that the Application does not comply with this first standard, staff testified as follows: (a) the parcel is flat, lacks physical constraints such as steep slope, bedrock, or wetlands; (b) the trapezoidal shape of the parcel is not uncommon compared with other City waterfront sites; (c) the lot meets the minimum depth requirement for building in the R-1B zoning district; (d) a fairly substantial home was previously built on-site without the need for a front setback variance; (e) the site is substantially larger than many other buildable sites in Cape Coral; and (f) the home design selected by Applicant fails to meet the City setback requirements, triggering the instant application.

The Hearing Examiner called a recess to enable staff to research whether there are comparable Cape waterfront lots with a depth less than 125 feet in this zoning district, and then to confer with the Applicant and his Representative prior to the reconvening of the hearing.

Attached to this Order as Exhibit "C" is the document presented by staff (and reviewed by the Applicant's Representative) subsequent to the recess. It shows that in the immediate vicinity of the subject property (and in the same zoning district) are lots whose depth measures, respectively, 117 feet; 80 feet; 110 feet; 120 feet; 96 feet; 115 feet; and 100 feet, in addition to the subject property's depth of 100 feet. These other seven lots all appear to have dwellings on them.

In reviewing all of the above evidence, the Hearing Examiner finds the following facts:

a. Applicant states that the 100 foot depth of the property constitutes a special condition or circumstance. The depth of the property is not unique or special. As set forth in Exhibit C, 7 properties in the immediate vicinity of the subject property have depth less than 125 feet and all contain dwellings. The Hearing Examiner finds Exhibit C to be persuasive.

b. Applicant's Representative's testimony that Applicant intends to construct an expensive home which would be a substantial addition to the City's tax base (and therefore a benefit to the City) differs from Applicant's own testimony that he was very uncomfortable at the prospect of building an expensive home which would have to be customized to fit on the property. In addition to being inconsistent assertions, this testimony shows that Applicant has the ability to construct a home on the property. Applicant is creating the hardship from which he seeks relief.

c. Applicant's email, as set forth above, acknowledges that the design of the home could be modified to conform to the requirements of this zoning district. Accordingly, the Hearing Examiner finds that as further

substantiation for the finding that the Applicant is creating the situation from which he now seeks relief.

d. A 3 bedroom, 2 bathroom home with a pool occupied a substantial portion of the site at an earlier point in time. It is not clear to the Hearing Examiner whether Applicant's Representative's testimony that it was a 20th Century home and Applicant wishes to build a 21st Century home is intended to address the size of the home or its design. Accordingly, she cannot consider this testimony as probative of a special condition or circumstance.

e. The Findings of Fact set forth elsewhere herein are incorporated by reference into these Findings of Fact.

Based on the above Findings of Fact, the Hearing Examiner finds that special conditions and circumstances ***do not exist*** *which are peculiar to the land, structure or building involved and which are not applicable to other lands, structures or buildings in the same zoning district. The Hearing Examiner further finds that the special conditions and circumstances alleged by the Applicant* ***do result*** *from the actions of the Applicant (LUDR §8.10.3 a).*

The first standard is ***not*** *met.*

2. Special Privilege.

Will granting the variance confer on the Applicant any special privilege that is denied by the LUDRs to other lands, buildings or structures in the same zoning district (LUDR §8.10.3 b)?

Staff testified that all construction in the R-1B District requires a minimum front setback of 25 feet, regardless of square footage, floor plan, or architectural design and regardless of the type of structure. Further, except for cul-de-sac lots, setback requirements for this district are fixed and do not vary based on the area or configuration of the property.

In support of his position that the Application complies with the second standard, the Applicant's Representative testified directly or through his application letter of June 19, 2018, as follows: (a) the variance would allow Applicant to construct a home with a pool in a similar manner as his neighbors; (b) the neighbors to the northeast received a variance; (c) in his experience, many other variances have been granted for dimensional reasons; and (d) the variance would not be easily observed from the street due to the size and layout of the property and road configuration.

In reviewing all of the above evidence, the Hearing Examiner finds the following facts:

(a) The properties immediately adjacent to Applicant's property have depths of, respectively, 80 feet and 110 feet. No evidence was presented as to why Applicant is unable to construct a home with pool similar to those of his neighbors, within the current setbacks.

(b) Each variance application is considered on its own merits. If one variance is deemed to be controlling precedent as to all other dimensional variances within the City, there would no longer be a need for the variance process. Rather, the dimensional requirements of a given zoning district would be automatically modified. Only City Council has the ability to modify all dimensional requirements for a zoning district on a blanket basis. It is beyond the jurisdiction of the Hearing Examiner as granted in the LUDRs to make such a legislative change.

(c) Staff's testimony as to the construction requirements in an R-1B district is found to be both factual and persuasive. This variance would confer a special privilege on Applicant.

(d) The Findings of Fact set forth elsewhere herein are incorporated by reference into these Findings of Fact.

*Based on the above Findings of Fact, the Hearing Examiner finds that granting this variance **would confer** on Applicant a special privilege that is denied to other lands, buildings or structures on the same zoning district.*

*The second standard **is not** met.*

3. Hardship.

Would literal interpretation of the LUDR provisions deprive the Applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of the LUDRs? Would it create an unnecessary and undue hardship on the Applicant. (LUDR §8.10.3)?

In support of his position that the Application complies with the third standard, the Applicant and Applicant's Representative testified directly or through the application letter of June 19, 2018, as follows: (a) Applicant met with twelve or thirteen builders over several years and, absent the variance, he would be required to build a custom home that is very wide and not deep; (b) Applicant's Representative testified that, due to its shape and location, the property has an uncommon shape; and (c) the prior house was significantly less than the dwelling appropriate for a half million dollar property in the 21st century.

Staff testified that (a) the property is substantially larger than the minimum 10,000 square foot site required for building in this zoning district; (b) the existence of a prior home with pool on-site proves that another single-family dwelling could be constructed without a variance; and (c) Applicant has chosen a site plan which does not fit the property but could modify the site plan appropriately.

As set forth above, Applicant's email exchange with Norma Colley clearly shows that Applicant could modify the proposed site plan to fit without the variance requested.

In reviewing all of the above evidence, the Hearing Examiner finds the following facts:

(a) Applicant has the ability to modify his site plan to fit the property without undue hardship and therefore does not require a variance; and

(b) Applicant indicates that he intends to build a very expensive house but is uncomfortable with the cost associated with customizing a home, which seems contradictory; and

(c) There was no showing that denial of this variance would deprive Applicant of rights commonly enjoyed by other properties in this zoning district; and

(d) The Findings of Fact set forth elsewhere herein are incorporated by reference into these Findings of Fact.

Based on the above Findings of Fact, the Hearing Examiner finds that literal application of the LUDR provisions ***would not deprive*** *the Applicant of rights commonly enjoyed by others and* ***would not work*** *an unnecessary and undue hardship on Applicant.*

The third standard ***is not*** *met.*

4. Minimum Variance.

Is the variance requested the minimum variance that will make possible the reasonable use of the land, building, or structure (LUDR §8.10.3 d)?

The Applicant testified that he looked at many site plans and this is the least variance possible.

However, the Hearing Examiner finds that the email exchange between Applicant and Ms. Colley is clear evidence that Applicant could modify the design presented at hearing so as to build the home he desires, without the necessity of obtaining a variance.

Based on the above Findings of Fact, and those additional Findings of Fact as are set forth elsewhere herein, the Hearing Examiner finds that the variance requested is not the minimum needed to make possible the reasonable use of the land, building or structure.

*The fourth standard **is not** met.*

5. **Purpose and Intent; Public Interest.**

Would the grant of the variance be in harmony with the general intent and purpose of the LUDRs? Would such variance be injurious to the area involved or otherwise detrimental to the public welfare (LUDR §8.10.3 e)?

Staff testified that the purpose of setback requirements is to establish minimum separation distances between sites and between properties and rights-of-way; further, the regulation requiring minimum front yard setbacks from property lines is intended to ensure that the use of a property does not infringe on the rights of neighboring owners to enjoy and fully utilize their property. Staff further testified that these requirements provide for minimal separation distances between buildings and road rights-of-way (ROW).

In support of his position that the Application complies with this fifth standard, the Applicant's Representative testified directly or through his application letter of June 19, 2018, as follows: (a) the Application satisfies the public purpose of providing additional revenue to the City by Applicant's building a more expensive, larger footprint home; and (b) without having a negative impact on neighbors, as set forth in the emails presented by Applicant to staff; and (c) due to the size of the property and the layout of the proposed home, the variance would not be easily observable from the street or adjoining properties.

In reviewing all of the above evidence, the Hearing Examiner finds the following facts:

(a) Due to the size of the property and the configuration of the neighboring homes on their respective properties, a reduction in the setback requirement would not be easily observable by neighbors or passers-by, thereby partially satisfying the public purpose herein; and

(b) The assertion of contributing additional revenue to the City by building a larger home is too speculative to be considered; and

(c) As established by the emails from the neighbors, the variance would not be injurious to the area involved.

*Based on the above Findings of Fact, the Hearing Examiner finds that the proposed grant **would be** in harmony with the general intent and purpose of the LUDRs and **would not be detrimental** to the public welfare.*

*The fifth standard **is** met.*

Comprehensive Plan Consistency.

The issue of consistency with the Comprehensive Plan is moot, as the Application does not meet four (4) of the five (5) standards for granting a variance.

X. **EXHIBITS**

The following Exhibits are attached to this Order and hereby incorporated by reference:

- Exhibit "A": Email exchange between Norma Colley and Applicant
- Exhibit "B": Email exchange between Andrea Signorelli and Applicant
- Exhibit "C": Zoning Map of the City of Cape Coral, as annotated by Staff

The Hearing Examiner concludes that Applicant has failed to meet four (4) of the required five (5) standards above and hereby **DENIES** the request for a Variance filed by Applicant, for the additional reasons set forth above.

This Order takes effect on the date specified below.

HEARING EXAMINER OF THE CITY OF CAPE CORAL, FLORIDA

ANNE DALTON, ESQUIRE

9/11/18
DATE

ATTEST:

Rebecca VanDeutekom
CITY CLERK

(4)

Joe Mazurkiewicz

From: Bob Schmid <bob@marker5.com>
Sent: Sunday, June 3, 2018 2:16 PM
To: joe@bjmconsult.com
Subject: Fwd: Schmid lot layout

From the neighbor east of may property.

Bob Schmid
239.633.4566

Begin forwarded message:

From: NORMA COLLEY <normajcolley@aol.com>
Date: June 3, 2018 at 12:29:15 PM EDT
To: bob@marker5.com
Subject: Re: Schmid lot layout

Dear Bob, Thank you for letting me know about your plans for your new home next to me. I have no objection
to the 7' variance you are requesting. Your plans look great. Regards Norma Colley

-----Original Message-----
From: Bob Schmid <bob@marker5.com>
To: normajcolley <normajcolley@aol.com>
Sent: Wed, May 30, 2018 2:30 pm
Subject: Schmid lot layout

Norma,

If you are not opposed to a 7 foot set back variance I will need a letter or email from you that states you have no objection to the variance as it will give you a better overall view. If the variance is not granted I have no choice but to extended the house closer to you and Andrea. I look forward to hearing from you. This variance also pushes the front corner next to you back 5 feet as opposed to having no variance.

Thanks, Bob

Bob Schmid
Marker 5 Financial Service
14090 Metropolis Ave #20
Fort Myers FL 33912
Cell 239-633-4566
Office 239-437-0085
Fax 239-437-0053

Exhibit "A" - p1 of 1

(2)

Joe Mazurkiewicz

From: Bob Schmid <bob@marker5.com>
Sent: Thursday, May 31, 2018 10:09 AM
To: Joe Mazurkiewicz
Subject: FW: 2018 05-31 Seagull Ct. VARIANCE
Attachments: 2018 05-31 SCHMID SITE PLAN-18.pdf

Joe,

This is from the neighbor on the west side of the property line.

Bob

From: Andrea Signorelli <asignorelli@miloffaubuchonrealty.com>
Sent: Thursday, May 31, 2018 10:04 AM
To: Bob Schmid <bob@marker5.com>
Cc: Andrea Signorelli <asignorelli@miloffaubuchonrealty.com>
Subject: 2018 05-31 Seagull Ct. VARIANCE

Andrea Signorelli GRI Castle to Cottage
www.CastleToCottage.com

Hello Bob,

Thank you for reaching out yesterday to discuss the upcoming variance request for your new build next door. I walked the design layout as presented in the attachment. As long as the construction reflects the setback footprint placement you presented, I support the 7 ft front setback variance.

Looking forward to having your family next door.

Thank you and best regards,

Andrea

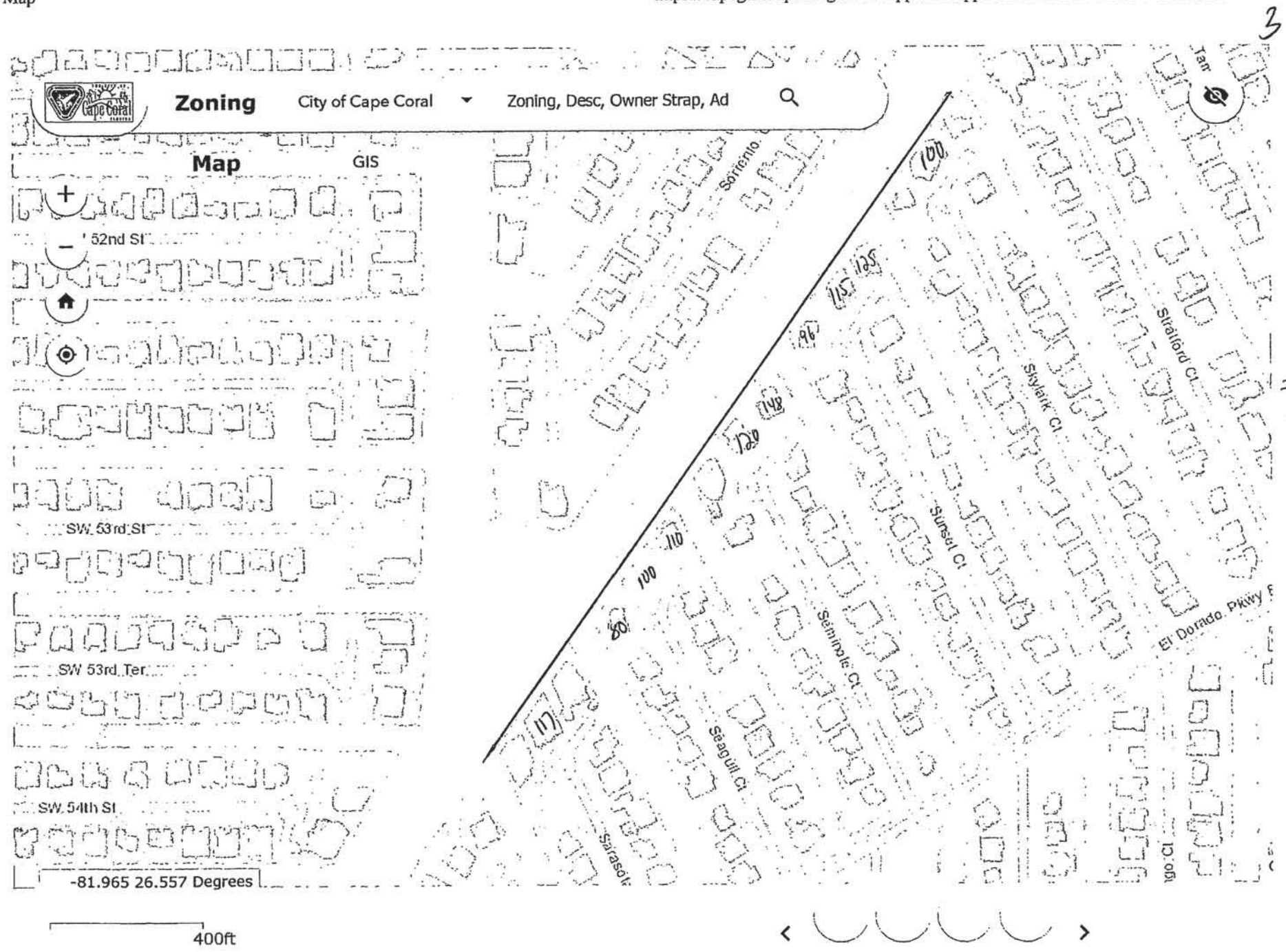
Andrea Signorelli PA, GRI
Cell 239.823.6906
asignorelli@miloffaubuchonrealty.com

Exhibit "B" - p1 of 2

Miloff Aubuchon Realty Group, Inc.
Broker Associate
4707 SE 9th Pl Cape Coral, FL 33904
*Built on professional experience and dedicated service, **referrals** make a business successful. If you've been happy with our relationship, don't keep me a secret! Pass my name and number on to friends and family.*
Email me for instant access to every property as soon as it is listed!

Virus-free. www.avg.com

Exhibit "B" - p 2 of 2


Zoning
City of Cape Coral
Zoning, Desc, Owner Strap, Ad
Map
GIS
52nd St
SW 53rd St
SW 53rd Ter
SW 54th St
Sorrento
Stratford Ct
Skylark Ct
Sunset Ct
Seminole Ct
Seagull Ct
El Dorado Pkwy E
-81.965 26.557 Degrees
400ft

Planning Division
City of Cape Coral

RESOLUTION 274-18 (AP 18-0004)

Cape Coral City Council Meeting
Final Public Hearing

December 10, 2018

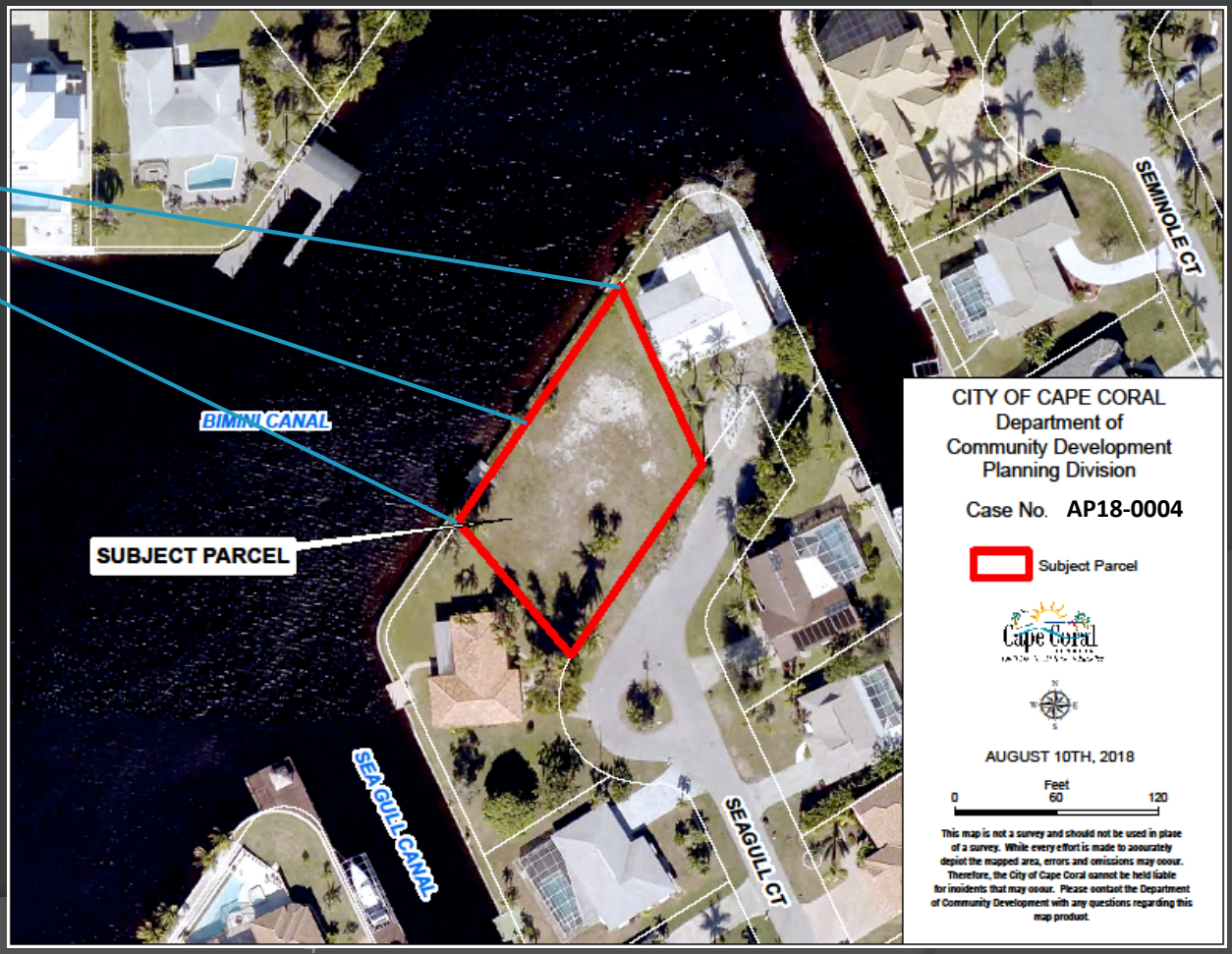
Resolution 274-18

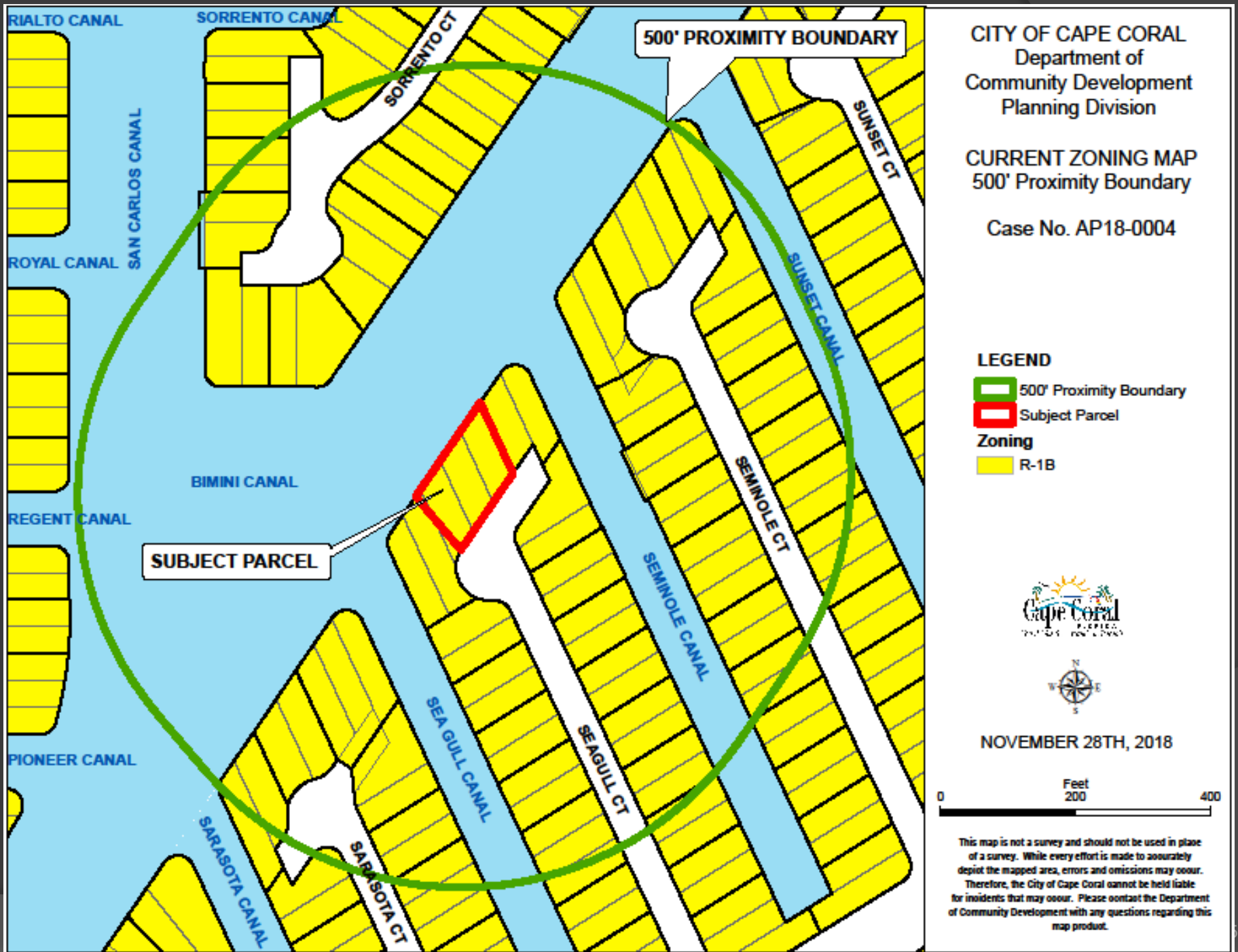
Owner:	**Robert W. Schmid, Trustee for the Robert W. Schmid Revocable Trust**
Applicant:	**Robert W. Schmid**
Rep.	**Joe Mazurkiewicz, BJM Consulting**
Request:	**Appeal of a decision by the Hearing Examiner that denied a request for a seven-foot front setback for a site in the R-1B District**
Location:	**5205 Sea Gull Court**

Background - Timeline

- In June a variance (VA18-0016) was filed with the City.
- The applicant requested a seven-foot front setback variance.
- On September 4 a public hearing before the Hearing Examiner was held.
- On September 11 the Hearing Examiner rendered a decision denying the variance.
- On September 28 an appeal was filed with the City.

Resolution 274-18




RIALTO CANAL
SORRENTO CANAL
SORRENTO CT
500' PROXIMITY BOUNDARY
SUNSET CT
SAN CARLOS CANAL
ROYAL CANAL
SUNSET CANAL
SEMINOLE CT
BIMINI CANAL
REGENT CANAL
SUBJECT PARCEL
SEMINOLE CANAL
SEA GULL CANAL
SEAGULL CT
PIONEER CANAL
SARASOTA CANAL
SARASOTA CT
CITY OF CAPE CORAL
Department of
Community Development
Planning Division
CURRENT ZONING MAP
500' Proximity Boundary
Case No. AP18-0004
LEGEND
500' Proximity Boundary
Subject Parcel
Zoning
R-1B
NOVEMBER 28TH, 2018
Feet
0
200
400
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 occur. Please contact the Department of Community Development with any questions regarding this map product.

Background - Site

- Site has a SF Future Land Use Classification and R-1B Zoning.
- The site has water frontage on the Bimini Canal.
- Site is ±15,262 sq. ft.
- A single-family was previously constructed on the site. The building was demolished in 2005.

Variance

A modification of the requirements of the Land Use and Development Regulations when such modification will not be contrary to the public interest where, because of conditions peculiar to the property involved and not the result of the action of the applicant which occurred after the effective date of the Land Use and Development Regulations, a literal interpretation of the Land Use and Development Regulations would result in unnecessary and undue hardship.

Findings: Variances

Before any variance may be granted, the Hearing Examiner must and shall find all of the following.

- **Special conditions**
- **No special privilege**
- **Hardship**
- **Minimum variance**
- **Purpose and intent; public interest**

Analysis (LUDR, Sections 2.7.1 and 8.10.3a-e)

Special Conditions:

- Site is trapezoidal in shape.
- Irregular sites are rather common along canals.
- The depth of the site varies between 103 to 111 ft.
- The site has less depth than many platted homesites. Site exceeds the min. depth requirement of 100 ft. for the R-1B District.

Standard NOT met by the applicant.

Analysis (continued)

No Special Privilege:

- **A similar variance was granted for a site about 1,200 ft. to the northeast.**
- **Previously granted variances are not a sufficient basis for justifying future requests.**
- **The design of the house desired by the appellant is at odds the R-1B setback requirements.**

Standard NOT met by the applicant

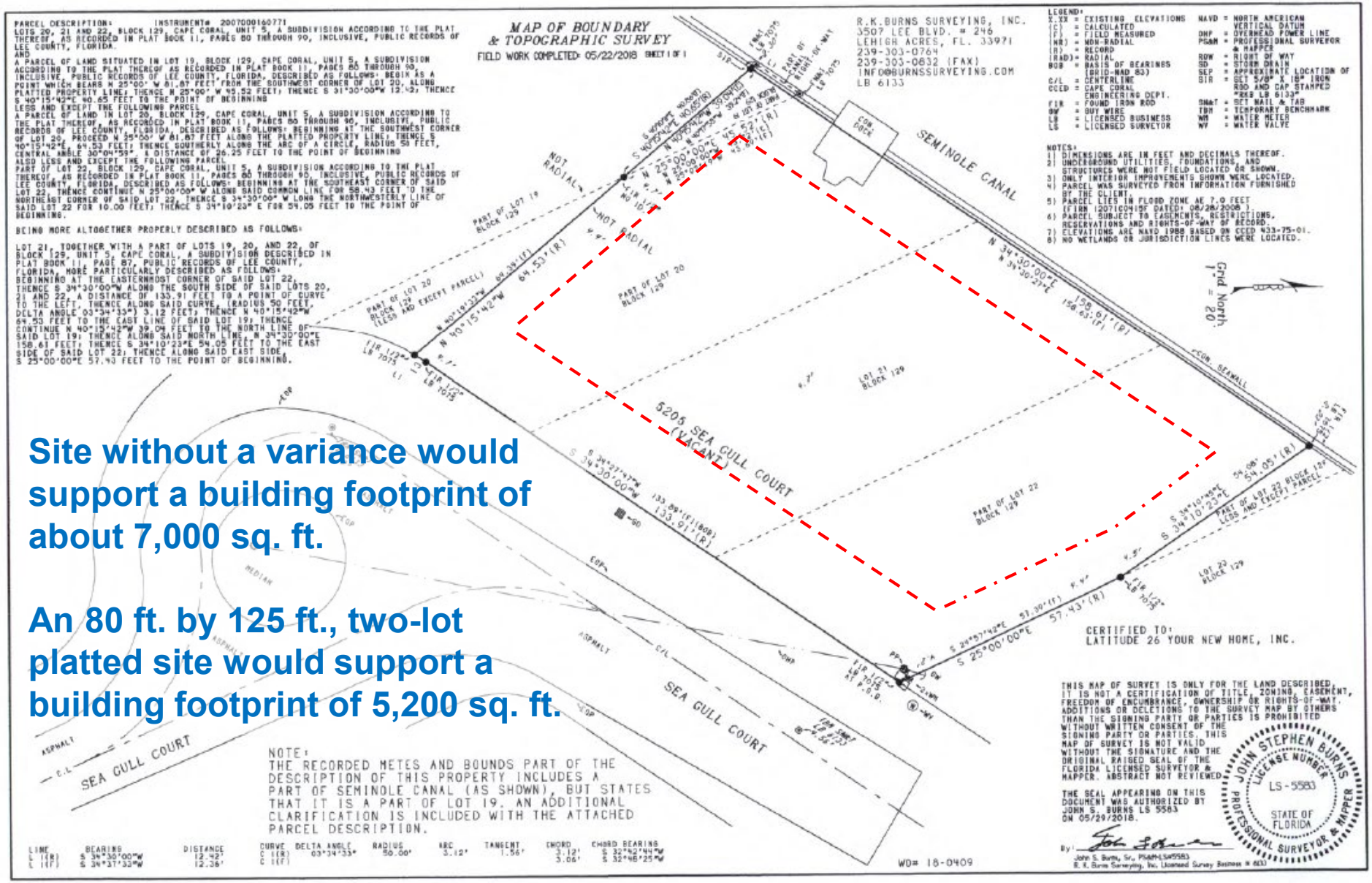
Analysis (continued)

Hardship:

- A house was constructed on the site previously.
- Based on a survey of the site, a house with a footprint of about 7,000 sq. ft. could be constructed.

Lee County Aerial 2005

Standard NOT met by the applicant.



Site without a variance would support a building footprint of about 7,000 sq. ft.

An 80 ft. by 125 ft., two-lot platted site would support a building footprint of 5,200 sq. ft.

Analysis (continued)

Minimum Variance:

- The design of the house chosen by the owner cannot be constructed without a variance.
- Other options other than the design selected by the applicant exist.
  - Modify the design to better fit the property boundaries.
  - Build a house with a smaller footprint.
  - Construct a two-story house.

Standard NOT met by the applicant

Analysis (continued)

Purpose and Intent; Public Interest:

- **Setbacks establish a minimum separation distance between a building and the property lines of a site.**

- **Due to the area and the configuration of the adjacent sites, and the location of the site on a dead-end street, a reduction in the front setback should not be particularly noticeable.**

- **Staff has received letters of no objection from two adjacent property owners.**

Standard MET by the applicant

Recommendations

Hearing Examiner

This case was considered by the Hearing Examiner on September 4. The Hearing Examiner denied the applicant's request for a variance finding that four of the five variance standards were not met.

Staff

Recommends the decision of the Hearing Examiner be affirmed.

Item Number:	**B.(1)**
Meeting Date:	**12/10/2018**
Item Type:	**ORDINANCES/RESOLUTIONS - Introductions**

AGENDA REQUEST FORM
CITY OF CAPE CORAL

TITLE:
Resolution 282-18 (VP 18-0005*) Set Public Hearing Date for January 7, 2019

REQUESTED ACTION:
Approve or Deny

STRATEGIC PLAN INFO:

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

PLANNING & ZONING/HEARING EXAMINER/STAFF RECOMMENDATIONS:
Hearing Examiner Recommendation: The Hearing Examiner recommends that City Council approve the application for the requested vacations, subject to the conditions set forth in VP HEX Recommendation 10-2018.
Staff Recommendation: Staff recommends approval with conditions that appeared in the VP HEX Recommendation 10-2018.

SUMMARY EXPLANATION AND BACKGROUND:
A resolution providing for the vacation of plat for public utility and drainage easements underlying a previously vacated platted walkway and a previously vacated portion of a platted alley located within Block 3367, Cape Coral Unit 65; providing for the vacation of plat for all platted interior lot lines and public utility and drainage easements lying with Lots 36-45, 51-62, and 76-89, Block 3367, Cape Coral Unit 65; property located at 824 SW 42nd Terrace.

LEGAL REVIEW:
John E. Naclerio III, Assistant City Attorney

EXHIBITS:
Resolution 282-18
Back up material from Hearing
Hearing Examiner Recommendation Order
Staff Presentation

PREPARED BY:

Division- Department- City Attorney

SOURCE OF ADDITIONAL INFORMATION:

Mike Struve, Planning Team Coordinator

ATTACHMENTS:

	Description	Type
1	Resolution 282-18	Resolution
2	Back up material from HEX Hearing	Backup Material
3	Hearing Examiner Recommendation Order	Backup Material
4	Staff Presentation	Backup Material

VP 18-0005

RESOLUTION 282 - 18

A RESOLUTION PROVIDING FOR THE VACATION OF PLAT FOR PUBLIC UTILITY AND DRAINAGE EASEMENTS UNDERLYING A PREVIOUSLY VACATED PLATTED WALKWAY AND A PREVIOUSLY VACATED PORTION OF A PLATTED ALLEY LOCATED WITHIN BLOCK 3367, CAPE CORAL UNIT 65; PROVIDING FOR THE VACATION OF PLAT FOR ALL PLATTED INTERIOR LOT LINES AND PUBLIC UTILITY AND DRAINAGE EASEMENTS LYING WITHIN LOTS 36-45, 51-62, AND 76-89, BLOCK 3367, CAPE CORAL UNIT 65; PROPERTY LOCATED AT 824 SW 42ND TERRACE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Petition was filed by SKYLINE SELF STORAGE, LLC, for the vacation of plat on property described herein; and

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

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

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

VACATION OF ANY AND ALL EASEMENTS INCLUDING PUBLIC UTILITY AND DRAINAGE EASEMENTS OVER ACROSS AND THROUGH LYING IN A PORTION OF BLOCK 3367, CAPE CORAL, UNIT 65, SECTION 10, TOWNSHIP 45 SOUTH, RANGE 23 EAST (PLAT BOOK 21, PAGES 151-164) PUBLIC RECORDS OF LEE COUNTY, FLORIDA

DESCRIPTION:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 89, BLOCK 3367, CAPE CORAL UNIT 65, AS RECORDED IN PLAT BOOK 21, PAGES 151-164, PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE RUN S.89°54'00"W. ALONG THE SOUTH LINE SAID LOT 89, BLOCK 3367 FOR 6.00 FEET TO THE POINT OF BEGINNING; THENCE RUN S.89°54'00"W. FOR 136.92 FEET; THENCE RUN N.00°43'32"W. FOR 213.99 FEET; THENCE RUN N.89°54'00"E. FOR 13.81 FEET; THENCE RUN N.00°43'32"W. FOR 182.00 FEET; THENCE RUN S.89°54'00"W. FOR 16.00 FEET; THENCE RUN N.00°43'32"W. TO A POINT LYING 6.00 FEET SOUTH AS MEASURED ON A PERPENDICULAR OF THE SOUTH RIGHT-OF-WAY LINE OF S.W. 42ND TERRACE (60 FEET WIDE) OF THE AFORESAID CAPE CORAL UNIT 65 FOR 38.00 FEET; THENCE RUN N.89°54'00"E. FOR 20.00 FEET; THENCE RUN S.00°43'42"E. FOR 113.01 FEET; THENCE RUN N89°54'00"E. FOR 473.00 FEET; THENCE RUN N.00°43'32"W. TO A POINT 6.00 SOUTH AS MEASURED ON A PERPENDICULAR FROM SAID SOUTH RIGHT-OF-WAY LINE OF S.W. 42ND TERRACE (60 FEET WIDE) FOR 113.0 FEET; THENCE RUN N89°54'00"E. FOR 6.00 FEET; THENCE RUN S.00°43'32"E. FOR 123.01 FEET; THENCE RUN S.89°54'00"W. FOR 50.99 FEET; THENCE RUN S.00°43'32"E. FOR 22.00 FEET; THENCE RUN S.89°54'00"W. FOR 278.00 FEET; THENCE RUN S.00°43'32"E. FOR 113.01 FEET; THENCE RUN S.89°54'00"W. FOR 37.00 FEET; THENCE RUN N.00°43'32"W. FOR 113.01 FEET; THENCE RUN S.89°54'00"W. FOR 113.01 FEET; THENCE RUN S.00°43'32"E. FOR 282.98 FEET; THENCE RUN N.89°54'00"E. FOR 113.01 FEET; THENCE RUN S.00°43'32"E. FOR 6.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 27,429.27 SQ FT, MORE OR LESS.

Section 2. The Petition meets the requirements of Article VIII, Section 8.11, of the Code of Ordinances of the City of Cape Coral and it is in the best interest of the public that such Petition be

granted. The platted public utility and drainage easements within Lots 36-45, Lots 51-62, and Lots 76-89, Block 3367, Cape Coral Unit 65, as recorded in Plat Book 21, Pages 151-164, Public Records of Lee County, Florida are hereby vacated.

Section 3. The Petition meets the requirements of Article VIII, Section 8.11, of the Code of Ordinances of the City of Cape Coral and it is in the best interest of the public that such Petition be granted. The platted lot lines associated with Lots 36-45, Lots 51-62, and Lots 76-89, Block 3367, Cape Coral Unit 65, as recorded in Plat Book 21, Pages 151-164, Public Records of Lee County, Florida, Florida, are hereby vacated.

Section 4. Within sixty (60) days from the date of adoption of this resolution, applicant shall provide to the City for recording an easement deed for a six-foot wide public utility and drainage easement around the perimeter of the site.

Section 5. Within sixty (60) days from the date of adoption of this resolution, applicant shall provide to the City for recording an easement deed for a 12-foot wide public utility and drainage easement along the east property line of Lots 36-45, Block 3367, as shown in Exhibit B and described as follows:

12-FOOT WIDE UTILITY EASEMENT IN BLOCK 3367, CAPE CORAL, UNIT 65, SECTION 10, TOWNSHIP 45 SOUTH, RANGE 23 EAST (PLAT BOOK 21, PAGES 151-164), PUBLIC RECORDS OF LEE COUNTY, FLORIDA;

DESCRIPTION: UTILITY EASEMENT

COMMENCING AT THE SOUTHWEST CORNER OF LOT 36, BLOCK 3367 AND THE EAST RIGHT-OF-WAY LINE OF S.W. 9TH AVENUE (60 FEET WIDE), CAPE CORAL UNIT 65, AS RECORDED IN PLAT BOOK 21, PAGES 151-164, PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE RUN N.89°54'00"E. ALONG THE SOUTH LINE SAID LOT 36, BLOCK 3367 FOR 115.10 FEET TO THE POINT OF BEGINNING; THENCE RUN N.00°43'32"W. TO A POINT ALONG THE NORTH LINE OF LOT 45, OF SAID BLOCK 3367 FOR 400.00 FEET; THENCE RUN N.89°54'00"E FOR 12.00 FEET; THENCE RUN S.00°43'32"E. FOR 400.00 FEET; THENCE RUN S.89°54'00"W. FOR 12.00 FEET TO THE POINT OF BEGINNING.

CONTAINING: 4,800 SQ FT, MORE OR LESS.

Section 6. The Applicant shall meet the following terms and conditions:

1. The vacation of the underlying easements associated with the vacated alley and walkway shall be consistent with that shown in the sketch and accompanying legal description prepared by Harris-Jorgensen, Inc., entitled "Vacation of any and all easements including public utility and drainage over, across, and through lying in a portion of Block 3367, Cape Coral, Unit 65," (Sheets 1-3), and attached hereto as Exhibit "A."

2. Within 60 days of the adoption of this resolution, the owner shall provide to the City an easement deed that grants a minimum six-foot wide public utility and drainage easement around the perimeter of the site. This easement deed shall be approved by the City Property Broker prior to recording.

3. Within 60 days from the date of adoption of this vacation, the owner shall provide to the City an easement deed that grants a 12-foot wide public utility and drainage easement along the east property line of Lots 36 to 45 in Block 3367 consistent with that shown in the sketch and accompanying legal description prepared by Harris-Jorgensen, Inc., entitled "12 foot wide utility easement in Block 3367, Cape Coral, Unit 65," and attached hereto as Exhibit "B." The deed shall be approved by the City Property Broker prior to execution.

4. This resolution shall be recorded with the Office of the Lee County Clerk of Court by the City of Cape Coral. This resolution shall not be effectuated until the applicant provides the City with the easement deeds as described in Conditions #2 and #3 above and reimburses the Department of Community Development for all recording fees associated with this resolution and the easement deeds.

Section 7. This Resolution shall take effect upon its recording within the Office of the Lee County Clerk of Court by the City of Cape Coral.

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

_____
JOE COVIELLO, MAYOR

VOTE OF MAYOR AND COUNCILMEMBERS:

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

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

_____
KIMBERLY BRUNS
INTERIM CITY CLERK

APPROVED AS TO FORM:

_____
JOHN E. NACLERIO III
ASSISTANT CITY ATTORNEY
res/vp18-0005

Exhibit "A" (Page 1 of 3)

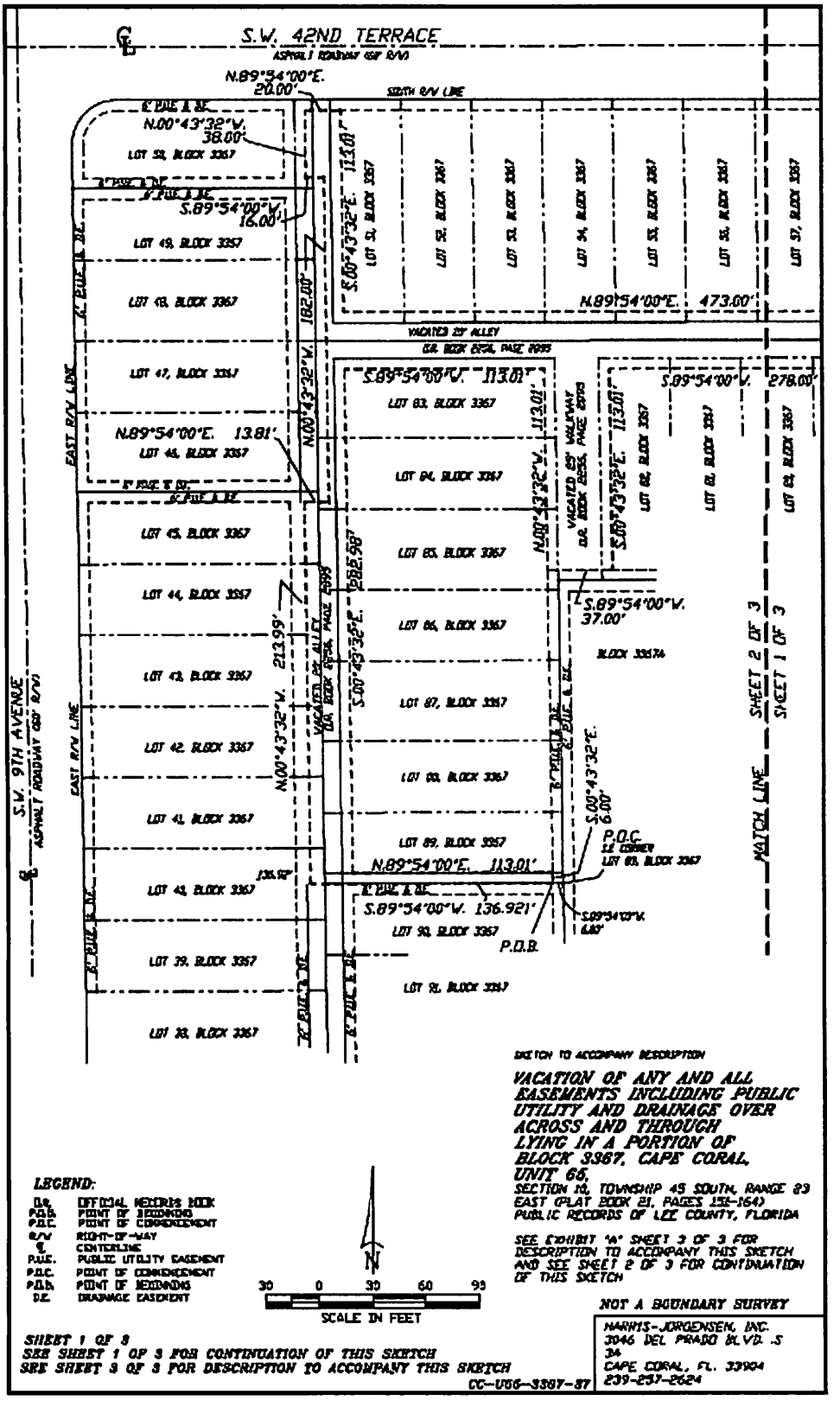
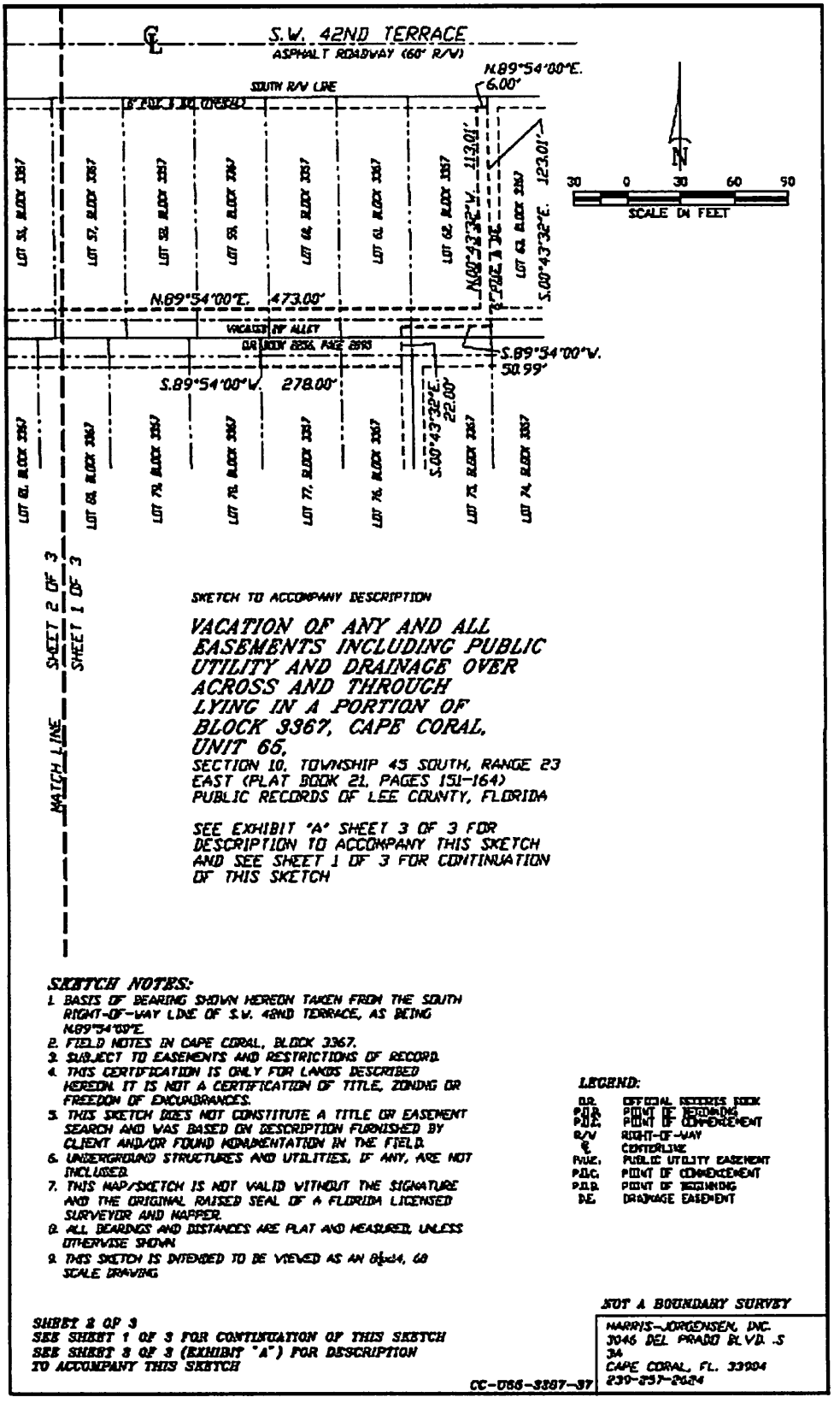


Exhibit "A" (Page 2 of 3)



SKETCH TO ACCOMPANY DESCRIPTION

VACATION OF ANY AND ALL EASEMENTS INCLUDING PUBLIC UTILITY AND DRAINAGE OVER ACROSS AND THROUGH LYING IN A PORTION OF BLOCK 3367, CAPE CORAL, UNIT 65,

SECTION 10, TOWNSHIP 45 SOUTH, RANGE 23 EAST (PLAT BOOK 21, PAGES 151-164) PUBLIC RECORDS OF LEE COUNTY, FLORIDA

SEE EXHIBIT "A" SHEET 3 OF 3 FOR DESCRIPTION TO ACCOMPANY THIS SKETCH AND SEE SHEET 1 OF 3 FOR CONTINUATION OF THIS SKETCH

SKETCH NOTES:

1. BASIS OF BEARING SHOWN HEREON TAKEN FROM THE SOUTH RIGHT-OF-WAY LINE OF S.W. 42ND TERRACE, AS BEING N.89°54'00"E.
2. FIELD NOTES IN CAPE CORAL, BLOCK 3367.
3. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.
4. THIS CERTIFICATION IS ONLY FOR LANDS DESCRIBED HEREON. IT IS NOT A CERTIFICATION OF TITLE, ZONING OR FREEDOM OF ENCUMBRANCES.
5. THIS SKETCH DOES NOT CONSTITUTE A TITLE OR EASEMENT SEARCH AND WAS BASED ON DESCRIPTION FURNISHED BY CLIENT AND/OR FOUND MONUMENTATION IN THE FIELD.
6. UNDERGROUND STRUCTURES AND UTILITIES, IF ANY, ARE NOT INCLUDED.
7. THIS MAP/SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
8. ALL BEARINGS AND DISTANCES ARE PLAT AND MEASURED, UNLESS OTHERWISE SHOWN
9. THIS SKETCH IS INTENDED TO BE VIEWED AS AN 8½x14, 60 SCALE DRAWING

LEGEND:

O.R.	OFFICIAL RECORDS BOOK
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
R/W	RIGHT-OF-WAY
℄	CENTERLINE
P.U.E.	PUBLIC UTILITY EASEMENT
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
D.E.	DRAINAGE EASEMENT

NOT A BOUNDARY SURVEY

SHEET 2 OF 3
SEE SHEET 1 OF 3 FOR CONTINUATION OF THIS SKETCH
SEE SHEET 3 OF 3 (EXHIBIT "A") FOR DESCRIPTION TO ACCOMPANY THIS SKETCH

CC-065-3367-37

HARRIS-JORGENSEN, INC.
3046 DEL PRADO BLVD. S
34
CAPE CORAL, FL. 33904
239-257-2624

Exhibit "A" (Page 3 of 3)

Legal Description of Vacated Area

VACATION OF ANY AND ALL EASEMENTS INCLUDING PUBLIC UTILITY AND DRAINAGE EASEMENTS OVER ACROSS AND THROUGH LYING IN A PORTION OF BLOCK 3367, CAPE CORAL, UNIT 65, SECTION 10, TOWNSHIP 45 SOUTH, RANGE 23 EAST (PLAT BOOK 21, PAGES 151-164) PUBLIC RECORDS OF LEE COUNTY, FLORIDA

DESCRIPTION:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 89, BLOCK 3367, CAPE CORAL UNIT 65, AS RECORDED IN PLAT BOOK 21, PAGES 151-164, PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE RUN S.89°54'00"W. ALONG THE SOUTH LINE SAID LOT 89, BLOCK 3367 FOR 6.00 FEET TO THE POINT OF BEGINNING; THENCE RUN S.89°54'00"W. FOR 136.92 FEET; THENCE RUN N.00°43'32"W. FOR 213.99 FEET; THENCE RUN N.89°54'00"E. FOR 13.81 FEET; THENCE RUN N.00°43'32"W. FOR 182.00 FEET; THENCE RUN S.89°54'00"W. FOR 16.00 FEET; THENCE RUN N.00°43'32"W. TO A POINT LYING 6.00 FEET SOUTH AS MEASURED ON A PERPENDICULAR OF THE SOUTH RIGHT-OF-WAY LINE OF S.W. 42ND TERRACE (60 FEET WIDE) OF THE AFORESAID CAPE CORAL UNIT 65 FOR 38.00 FEET; THENCE RUN N.89°54'00"E. FOR 20.00 FEET; THENCE RUN S.00°43'42"E. FOR 113.01 FEET; THENCE RUN N89°54'00"E. FOR 473.00 FEET; THENCE RUN N.00°43'32"W. TO A POINT 6.00 SOUTH AS MEASURED ON A PERPENDICULAR FROM SAID SOUTH RIGHT-OF-WAY LINE OF S.W. 42ND TERRACE (60 FEET WIDE) FOR 113.0 FEET; THENCE RUN N89°54'00"E. FOR 6.00 FEET; THENCE RUN S.00°43'32"E. FOR 123.01 FEET; THENCE RUN S.89°54'00"W. FOR 50.99 FEET; THENCE RUN S.00°43'32"E. FOR 22.00 FEET; THENCE RUN S.89°54'00"W. FOR 278.00 FEET; THENCE RUN S.00°43'32"E. FOR 113.01 FEET; THENCE RUN S.89°54'00"W. FOR 37.00 FEET; THENCE RUN N.00°43'32"W. FOR 113.01 FEET; THENCE RUN S.89°54'00"W. FOR 113.01 FEET; THENCE RUN S.00°43'32"E. FOR 282.98 FEET; THENCE RUN N.89°54'00"E. FOR 113.01 FEET; THENCE RUN S.00°43'32"E. FOR 6.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 27,429.27 SQ FT, MORE OR LESS.

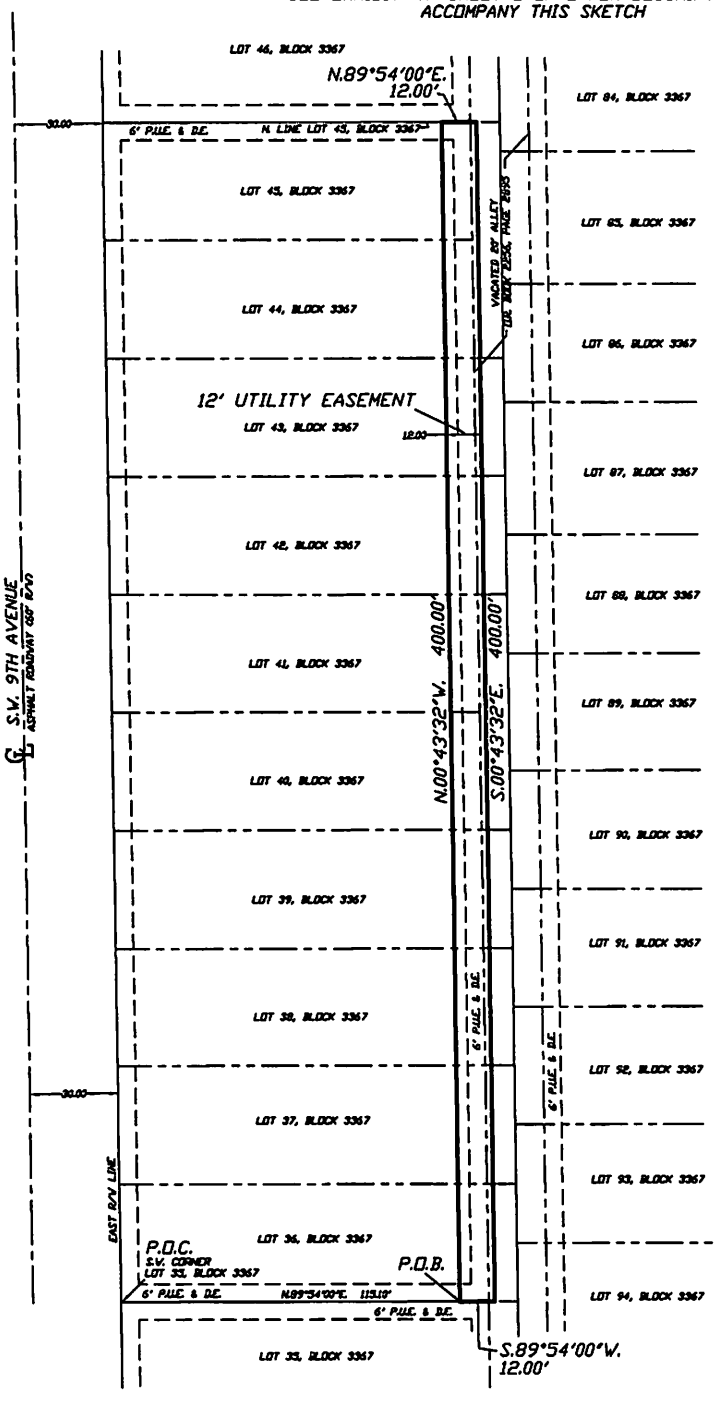
Exhibit "B" (Page 1 of 2)

SKETCH TO ACCOMPANY DESCRIPTION

12 FOOT WIDE UTILITY EASEMENT IN BLOCK 3367, CAPE CORAL, UNIT 65,

SECTION 10, TOWNSHIP 45 SOUTH, RANGE 23 EAST
(PLAT BOOK 21, PAGES 151-164)
PUBLIC RECORDS OF LEE COUNTY, FLORIDA

SEE EXHIBIT 'A' SHEET 2 OF 2 FOR DESCRIPTION TO ACCOMPANY THIS SKETCH



SKETCH NOTES:

1. BASIS OF BEARING SHOWN HEREON TAKEN FROM THE EAST RIGHT-OF-WAY LINE OF S.W. 9TH AVENUE TERRACE, AS BEING "ASSUMED" AS N.00°43'32"W.
2. FIELD NOTES IN CAPE CORAL, BLOCK 3367.
3. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.
4. THIS CERTIFICATION IS ONLY FOR LANDS DESCRIBED HEREON. IT IS NOT A CERTIFICATION OF TITLE, ZONING OR FREEDOM OF ENCUMBRANCES.
5. THIS SKETCH DOES NOT CONSTITUTE A TITLE OR EASEMENT SEARCH AND WAS BASED ON DESCRIPTION FURNISHED BY CLIENT AND/OR FOUND MONUMENTATION IN THE FIELD.
6. UNDERGROUND STRUCTURES AND UTILITIES, IF ANY, ARE NOT INCLUDED.
7. THIS MAP/SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
8. ALL BEARINGS AND DISTANCES ARE PLAT AND MEASURED, UNLESS OTHERWISE SHOWN.
9. THIS SKETCH IS INTENDED TO BE VIEWED AS AN 8½x14, 50 SCALE DRAWING.

LEGEND:

O.R.	OFFICIAL RECORDS BOOK
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
R/W	RIGHT-OF-WAY
℄	CENTERLINE
P.U.E.	PUBLIC UTILITY EASEMENT
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
D.E.	DRAINAGE EASEMENT

N

25 0 25 50 75

SCALE IN FEET

SHEET 1 OF 2
SEE SHEET 2 OF 2 FOR DESCRIPTION TO ACCOMPANY THIS SKETCH
NOT A BOUNDARY SURVEY

CC-U65-3367-37

HARRIS-JORGENSEN, INC.
3046 DEL PRADO BLVD. .S
3A
CAPE CORAL, FL. 33904
239-257-2624

Exhibit "B" (Page 2 of 2)

12-FOOT WIDE UTILITY EASEMENT IN BLOCK 3367, CAPE CORAL, UNIT 65,

SECTION 10, TOWNSHIP 45 SOUTH, RANGE 23 EAST (PLAT BOOK 21, PAGES 151-164)

PUBLIC RECORDS OF LEE COUNTY, FLORIDA;

DESCRIPTION: UTILITY EASEMENT

COMMENCING AT THE SOUTHWEST CORNER OF LOT 36, BLOCK 3367 AND THE EAST RIGHT-OF-WAY LINE OF S.W. 9TH AVENUE (60 FEET WIDE), CAPE CORAL UNIT 65, AS RECORDED IN PLAT BOOK 21, PAGES 151-164, PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE RUN N.89°54'00"E. ALONG THE SOUTH LINE SAID LOT 36, BLOCK 3367 FOR 115.10 FEET TO THE POINT OF BEGINNING; THENCE RUN N.00°43'32"W. TO A POINT ALONG THE NORTH LINE OF LOT 45, OF SAID BLOCK 3367 FOR 400.00 FEET; THENCE RUN N.89°54'00"E FOR 12.00 FEET; THENCE RUN S.00°43'32"E. FOR 400.00 FEET; THENCE RUN S.89°54'00"W. FOR 12.00 FEET TO THE POINT OF BEGINNING.

CONTAINING: 4,800 SQ FT, MORE OR LESS.

Cape Coral
FLORIDA

DEPARTMENT OF COMMUNITY DEVELOPMENT
VACATION OF PLAT APPLICATION
Questions: 239-574-0776

Case # VP 18-0005

MAY 2'18 AM11:48

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

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

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

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

OWNER OF PROPERTY
Skyline Self Storage, LLC
Address: 4848 SW 23rd Ave
City: Cape Coral State: FL Zip 33914
Phone: 239-980-4613

APPLICANT
Skyline Self Storage LLC
EMAIL john@ringland.bz
Address: 4848 SW 23rd Ave
City: Cape Coral State: FL Zip 33914
Phone: 239-980-4613

AUTHORIZED REPRESENTATIVE
Joe Mazurkiewicz/BJM Consulting, Inc
EMAIL joe@bjmconsult.com
Address: PO Box 101655
City: Cape Coral State: FL Zip 33910
Phone: 239-470-5778

Unit 65 Block 3367 Lot(s) See List Subdivision Cape Coral
Address of Property 818 SW 42nd Terrace
Current Zoning C-1 Plat Book 21 , Page 160
Strap Number 10-45-23-C2-03367.0600 plus (See List)

Cape Coral
FLORIDA

DEPARTMENT OF COMMUNITY DEVELOPMENT
VACATION OF PLAT APPLICATION
Questions: 239-574-0776

Case # VP 18-0005

THIS APPLICATION SHALL ALSO HAVE ANY ADDITIONAL REQUIRED SUPPORTING DOCUMENTS

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

(SIGNATURE MUST BE NOTARIZED)

Skyline Self Storage LLC, Charles Ringland, Manager
APPLICANT NAME (PLEASE TYPE OR PRINT)

APPLICANT'S SIGNATURE

STATE OF FL, COUNTY OF Lee

Sworn to (or affirmed) and subscribed before ~~me this~~ 30 day of APRIL, 20 18 by Charles Ryland who is personally known or produced _____ as identification.

Exp. Date: 7/6/2020 Commission Number: GG 009431

Signature of Notary Public:

Printed name of Notary Public: Davis Cox

DAVID M. COX
Notary Public - State of Florida
Commission # GG 009431
My Comm. Expires Jul 6, 2020

Cape Coral
FLORIDA

DEPARTMENT OF COMMUNITY DEVELOPMENT
VACATION OF PLAT APPLICATION
Questions: 239-574-0776

Case # VP 18-0005

ACKNOWLEDGEMENT FORM

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

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

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

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

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

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

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

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

Skyline Self Storage LLC
CORPORATION/COMPANY NAME

Charles Ringland, Manager
PROPERTY OWNER (PLEASE TYPE OR PRINT)

PROPERTY OWNER'S SIGNATURE

STATE OF FL, COUNTY OF Lee

Sworn to (or affirmed) and subscribed before me this 30 day of April, 20 18 by Charles Ringland who is personally known or produced _____ as identification.

Exp. Date: 7/6/2020 Commission Number: GG 009431

Signature of Notary Public:

Printed name of Notary Public: David Cox

DAVID M. COX
Notary Public - State of Florida
Commission # GG 009431
My Comm. Expires Jul 6, 2020

(SIGNATURE MUST BE NOTARIZED)

DEPARTMENT OF COMMUNITY DEVELOPMENT

VACATION OF PLAT APPLICATION

Questions: 239-574-0776

VP

Case # [redacted]18-0005

AUTHORIZATION TO REPRESENT PROPERTY OWNER(s)

PLEASE BE ADVISED THAT Joe Mazurkiewicz/BJM Consulting, Inc.
(Name of person giving presentation)

IS AUTHORIZED TO REPRESENT ME IN THE REQUEST TO THE PLANNING & ZONING COMMISSION/ LOCAL PLANNING AGENCY, BOARD OF ZONING ADJUSTMENTS AND APPEALS AND/OR CITY COUNCIL FOR
Vacation of all Internal Lot Lines, all existing PUD Easements and the establishment of a new PUD Easement

UNIT 65 BLOCK 3367 LOT(S) See List SUBDIVISION Cape Coral

OR LEGAL DESCRIPTION 10-45-23-C2-03367.0600 and others (See List)

LOCATED IN THE CITY OF CAPE CORAL, COUNTY OF LEE, FLORIDA.

Skyline Self Storage LLC, Charles Ringland, Manager
PROPERTY OWNER (Please Print)

PROPERTY OWNER (Please Print)

PROPERTY OWNER (Signature & Title)

PROPERTY OWNER (Signature & Title)

STATE OF FL, COUNTY OF Lee

Subscribed and sworn to (or affirmed) before me this 30 day of April, 2018 by Charles Ringland who is personally known or produced as identification.

DAVID M. COX
Notary Public - State of Florida
Commission # GG 009431
My Comm. Expires Jul 6, 2020

Exp. Date: 7/6/20 Commission Number: GG 009431

Signature of Notary Public:

Printed name of Notary Public: David Cox

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

Cape Coral
FLORIDA

DEPARTMENT OF COMMUNITY DEVELOPMENT
VACATION OF PLAT APPLICATION
Questions: 239-574-0776

Case # VP 18-0005

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

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

I have read the above requirement and agree to comply with this provision.

Skyline Self Storage LLC, Charles Ringland, Manager
OWNER/APPLICANT (PLEASE TYPE OR PRINT)

OWNER/APPLICANT SIGNATURE

(SIGNATURE MUST BE NOTARIZED)

STATE OF Florida **COUNTY OF** Lee

Sworn to (or affirmed) and subscribed before me ~~on this~~ 30 day of April, 20 18 by Charles Ryland, who is personally known or who has produced _____ as identification.

Exp. Date 7/6/2020
Commission # GG009431

Signature of Notary Public

David Cox
Print Name of Notary Public

DAVID M. COX
Notary Public - State of Florida
Commission # GG 009431
My Comm. Expires Jul 6, 2020

Detail by Entity Name

Florida Limited Liability Company
SKYLINE SELF STORAGE, LLC

Filing Information

Document Number	L17000038737
FEI/EIN Number	81-5443770
Date Filed	02/17/2017
Effective Date	02/20/2017
State	FL
Status	ACTIVE

Principal Address

4848 S.W. 23RD AVENUE
CAPE CORAL, FL 33914

Mailing Address

4848 S.W. 23RD AVENUE
CAPE CORAL, FL 33914

Registered Agent Name & Address

ROLLINGS, HARVEY
1633 S.E. 47TH TERRACE
CAPE CORAL, FL 33904

Authorized Person(s) Detail

Name & Address

Title CO - MGR

RINGLAND, CHARLES J, II
4848 S.W. 23RD AVENUE
CAPE CORAL, FL 33914

Annual Reports

Report Year	Filed Date
2018	04/24/2018

Document Images

04/24/2018 -- ANNUAL REPORT	View image in PDF format
02/17/2017 -- Florida Limited Liability	View image in PDF format

Florida Department of State, Division of Corporations

Skyline Self Storage Strap Numbers and Lots

Strap Numbers	Lots
10-45-23-C2-03367.0350	35
10-45-23-C2-03367.0360	36
10-45-23-C2-03367.0370	37
10-45-23-C2-03367.0390	39
10-45-23-C2-03367.0400	40
10-45-23-C2-03367.0410	41
10-45-23-C2-03367.0420	42
10-45-23-C2-03367.0430	43
10-45-23-C2-03367.0440	44
10-45-23-C2-03367.0450	45
10-45-23-C2-03367.0500	50
10-45-23-C2-03367.0510	51
10-45-23-C2-03367.0520	52
10-45-23-C2-03367.0530	53
10-45-23-C2-03367.0540	54
10-45-23-C2-03367.0550	55
10-45-23-C2-03367.0560	56
10-45-23-C2-03367.0570	57
10-45-23-C2-03367.0580	58
10-45-23-C2-03367.0590	59
10-45-23-C2-03367.0600	60
10-45-23-C2-03367.0610	61
10-45-23-C2-03367.0620	62

Strap Numbers	Lots
10-45-23-C2-03367.0760	76
10-45-23-C2-03367.0770	77
10-45-23-C2-03367.0780	78
10-45-23-C2-03367.0790	79
10-45-23-C2-03367.0800	80
10-45-23-C2-03367.0820	82
10-45-23-C2-03367.0830	83
10-45-23-C2-03367.0860	86
10-45-23-C2-03367.0870	87
10-45-23-C2-03367.0880	88

BJM Consulting, Inc.

Joe Mazurkiewicz, Jr.
President
P O Box 101655
Cape Coral, FL 33910

Telephone 239-470-5778
Email: joe@bjmconsult.com

October 23, 2018

Mr. Vince Cautero, Director
Department Community Development
City of Cape Coral
PO Box 150027
Cape Coral FL 33915-0027

Dear Mr. Cautero,

BJM Consulting, Inc. representing Skyline Self Storage, LLC, requests the following vacations for property located at 842 SW 42nd Terrace:

- A vacation of all underlying easements associated with a previously vacated alley and walkway rights-of-way, that was approved by Resolution 140-91;
- A vacation of all platted easements associated with Lots 36-45, 51-62, and 76-89 in Block 3367; and
- A vacation of all platted lot lines associated with Lots 36-45, 51-62, and 76-89 in Block 3367.

The owner will provide to the City a six-foot wide perimeter easement around the site for public utility and drainage purposes.
The owner will also provide a 12-foot wide easement on the east side of Lots 36-45 to protect existing overhead power lines.

The site is adjacent to the City owned parking lot in Block 3367 fronting on Skyline Blvd. The entire site has a commercial/professional (C/P) land use and is zoned C-1 Commercial. The site is currently serviced by all three utilities which we will hook up to during the development process.

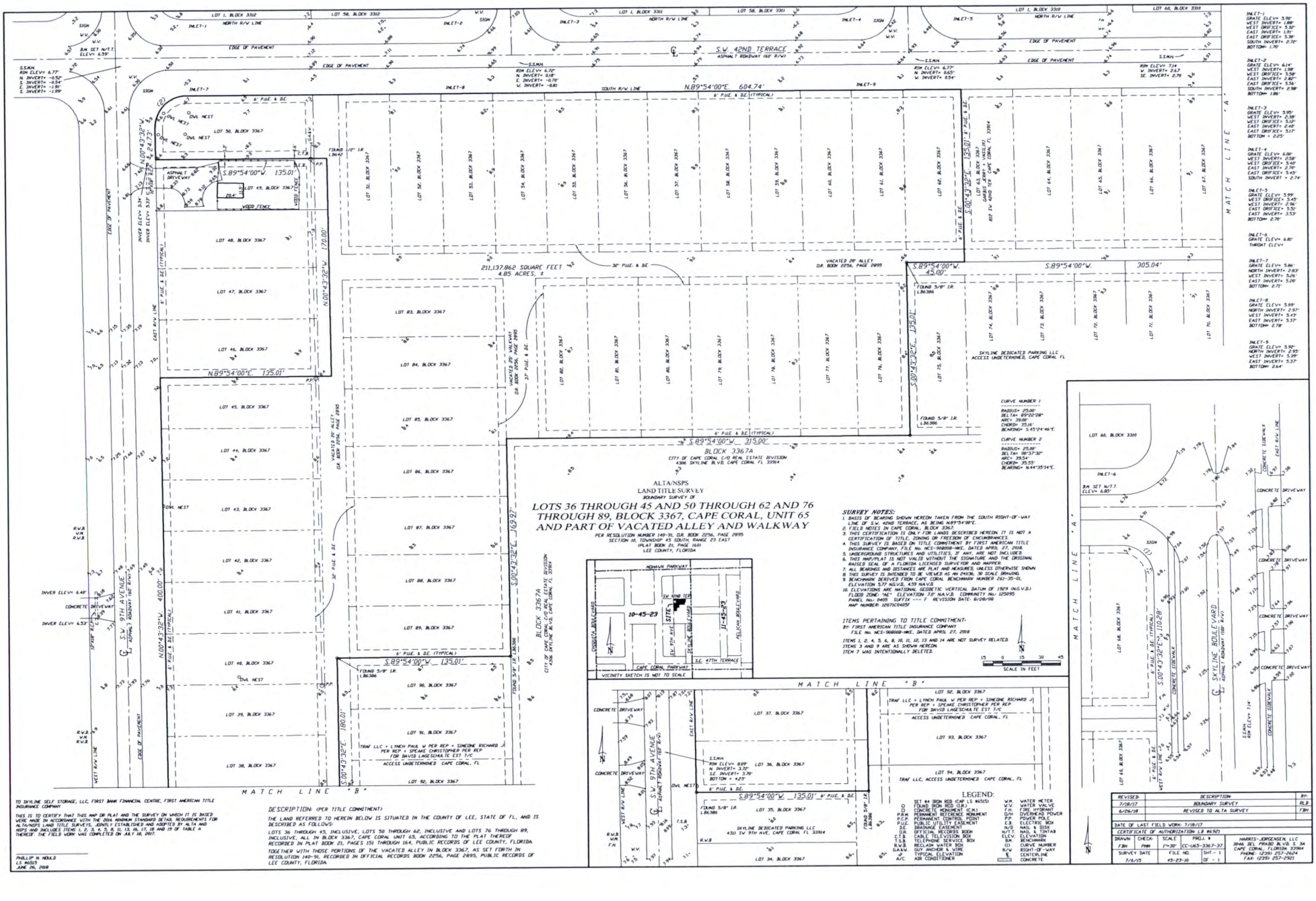
The site has been approved for a special exception to allow for self-storage units and a site plan has also been approved for the initial phase of the development. This vacation and creation of a new PUD easement will allow for the remaining phases of the development to be constructed as show in our latest site plan submittal.

Please let us know if you have any questions or concerns regarding these applications.

Sincerely,

Joe Mazurkiewicz, Jr.

Joe Mazurkiewicz, Jr. Ph.D.
President, BJM Consulting, Inc.



ALTA/NSPS
LAND TITLE SURVEY
BOUNDARY SURVEY OF

LOTS 36 THROUGH 45 AND 50 THROUGH 62 AND 76 THROUGH 89, BLOCK 3367, CAPE CORAL, UNIT 65 AND PART OF VACATED ALLEY AND WALKWAY

PER RESOLUTION NUMBER 140-91, O.R. BOOK 2256, PAGE 2895
SECTION 18, TOWNSHIP 45 SOUTH, RANGE 23 EAST
(PLAT BOOK 21, PAGE 160)
LEE COUNTY, FLORIDA

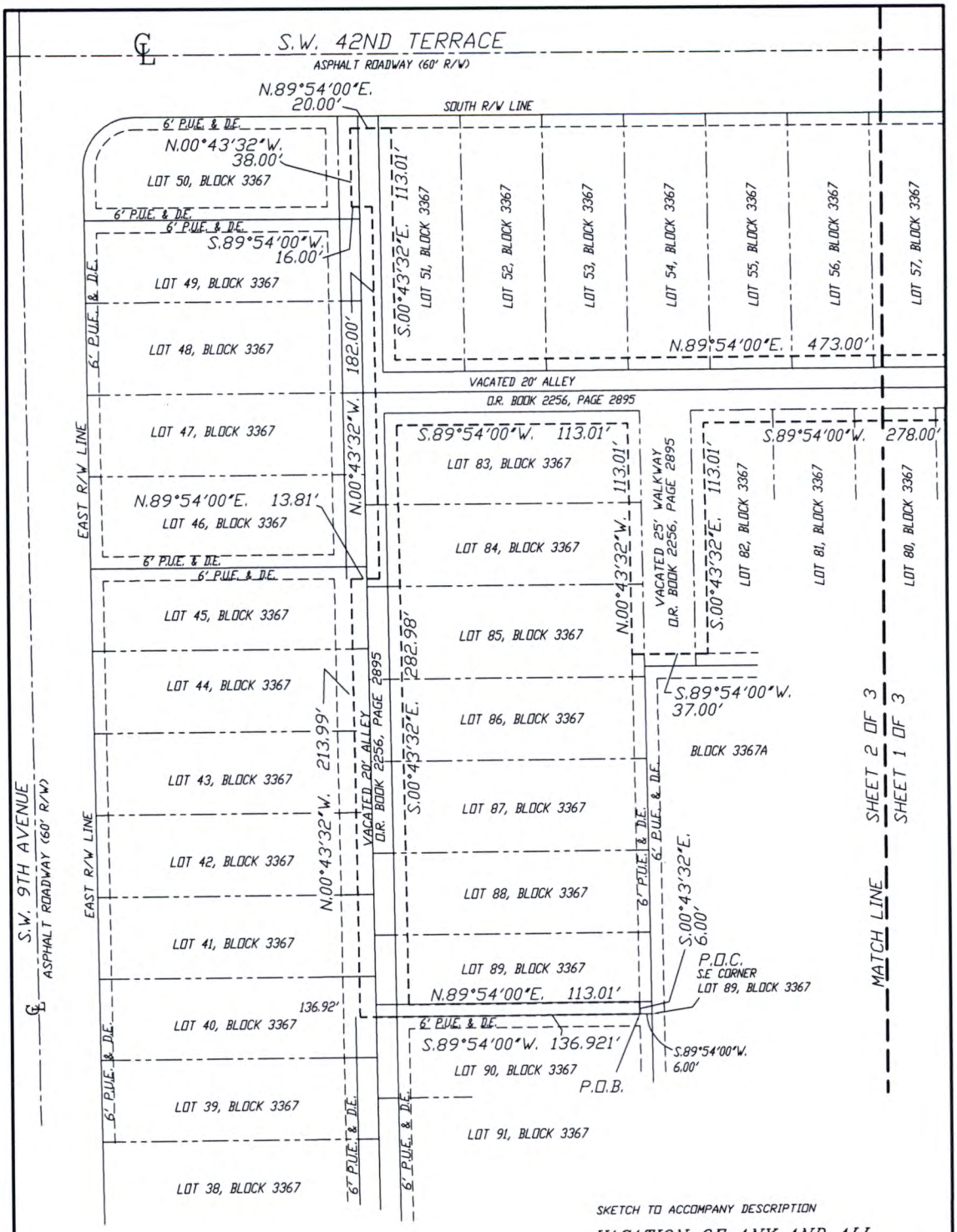
REVISED	DESCRIPTION	BY:
7/18/17	BOUNDARY SURVEY	RLB
6/26/18	REVISED TO ALTA SURVEY	FBH

DATE OF LAST FIELD WORK: 7/18/17

CERTIFICATE OF AUTHORIZATION LB #6521

DRAWN	CHECK	SCALE	PROJ. #
FBH	PMH	1"=30'	CC-U65-3367-37
SURVEY DATE		FILE NO.	SHT.- 1
7/6/15		45-23-18	OF - 1

HARRIS-JORGENSEN, LLC
3046 DEL PRADO BLVD. S. 3A
CAPE CORAL, FLORIDA 33904
PHONE: (239) 257-2624
FAX: (239) 257-2921



SKETCH TO ACCOMPANY DESCRIPTION

VACATION OF ANY AND ALL EASEMENTS INCLUDING PUBLIC UTILITY AND DRAINAGE OVER ACROSS AND THROUGH LYING IN A PORTION OF BLOCK 3367, CAPE CORAL, UNIT 65,
SECTION 10, TOWNSHIP 45 SOUTH, RANGE 23 EAST (PLAT BOOK 21, PAGES 151-164) PUBLIC RECORDS OF LEE COUNTY, FLORIDA

SEE EXHIBIT "A" SHEET 3 OF 3 FOR DESCRIPTION TO ACCOMPANY THIS SKETCH AND SEE SHEET 2 OF 3 FOR CONTINUATION OF THIS SKETCH

LEGEND:

O.R.	OFFICIAL RECORDS BOOK
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
R/W	RIGHT-OF-WAY
℄	CENTERLINE
P.U.E.	PUBLIC UTILITY EASEMENT
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
D.E.	DRAINAGE EASEMENT

N

30 0 30 60 90

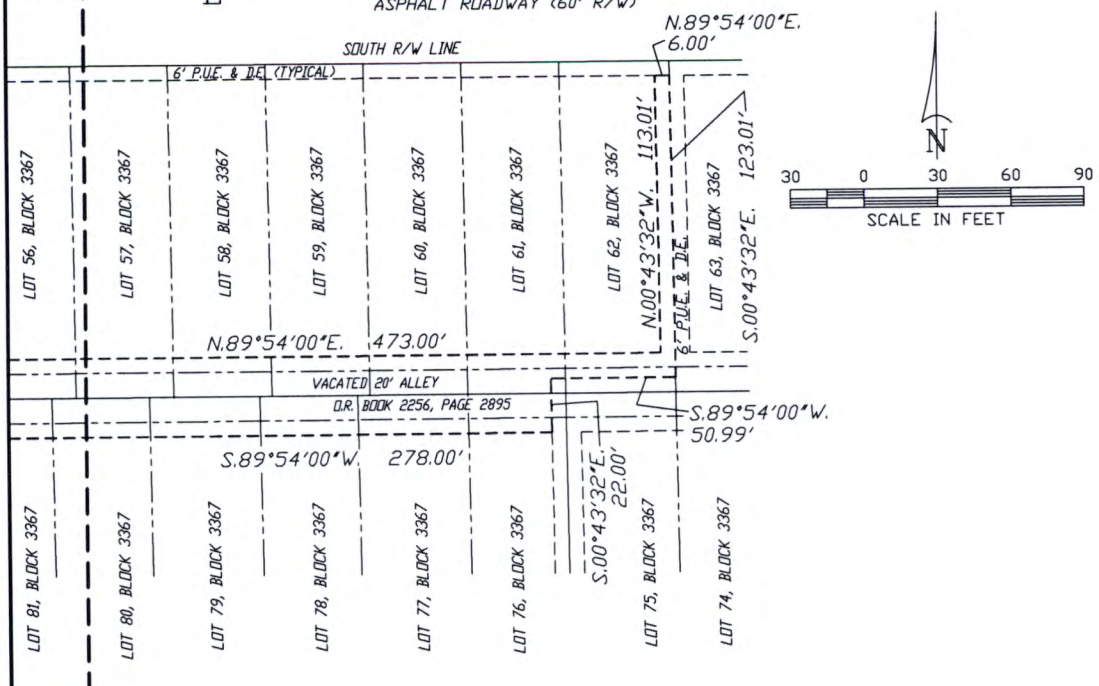
SCALE IN FEET

NOT A BOUNDARY SURVEY

HARRIS-JORGENSEN, INC.
3046 DEL PRADO BLVD. .S
3A
CAPE CORAL, FL. 33904
239-257-2624

SHEET 1 OF 3
SEE SHEET 1 OF 3 FOR CONTINUATION OF THIS SKETCH
SEE SHEET 3 OF 3 FOR DESCRIPTION TO ACCOMPANY THIS SKETCH

CC-U65-3367-37



SHEET 2 OF 3
SHEET 1 OF 3
MATCH LINE

SKETCH TO ACCOMPANY DESCRIPTION

VACATION OF ANY AND ALL EASEMENTS INCLUDING PUBLIC UTILITY AND DRAINAGE OVER ACROSS AND THROUGH LYING IN A PORTION OF BLOCK 3367, CAPE CORAL, UNIT 65,

SECTION 10, TOWNSHIP 45 SOUTH, RANGE 23 EAST (PLAT BOOK 21, PAGES 151-164) PUBLIC RECORDS OF LEE COUNTY, FLORIDA

SEE EXHIBIT "A" SHEET 3 OF 3 FOR DESCRIPTION TO ACCOMPANY THIS SKETCH AND SEE SHEET 1 OF 3 FOR CONTINUATION OF THIS SKETCH

SKETCH NOTES:

1. BASIS OF BEARING SHOWN HEREON TAKEN FROM THE SOUTH RIGHT-OF-WAY LINE OF S.W. 42ND TERRACE, AS BEING N.89°54'00"E.
2. FIELD NOTES IN CAPE CORAL, BLOCK 3367.
3. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.
4. THIS CERTIFICATION IS ONLY FOR LANDS DESCRIBED HEREON. IT IS NOT A CERTIFICATION OF TITLE, ZONING OR FREEDOM OF ENCUMBRANCES.
5. THIS SKETCH DOES NOT CONSTITUTE A TITLE OR EASEMENT SEARCH AND WAS BASED ON DESCRIPTION FURNISHED BY CLIENT AND/OR FOUND MONUMENTATION IN THE FIELD.
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7. THIS MAP/SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
8. ALL BEARINGS AND DISTANCES ARE PLAT AND MEASURED, UNLESS OTHERWISE SHOWN.
9. THIS SKETCH IS INTENDED TO BE VIEWED AS AN 8½x14, 60 SCALE DRAWING.

LEGEND:

O.R.	OFFICIAL RECORDS BOOK
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
R/W	RIGHT-OF-WAY
℄	CENTERLINE
P.U.E.	PUBLIC UTILITY EASEMENT
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
D.E.	DRAINAGE EASEMENT

NOT A BOUNDARY SURVEY

SHEET 2 OF 3
SEE SHEET 1 OF 3 FOR CONTINUATION OF THIS SKETCH
SEE SHEET 3 OF 3 (EXHIBIT "A") FOR DESCRIPTION TO ACCOMPANY THIS SKETCH

CC-U65-3367-37

HARRIS-JORGENSEN, INC.
3046 DEL PRADO BLVD. .S
3A
CAPE CORAL, FL. 33904
239-257-2624

EXHIBIT "A"

DESCRIPTION TO ACCOMPANY SKETCH

VACATION OF ANY AND ALL EASEMENTS INCLUDING PUBLIC UTILITY AND DRAINAGE EASEMENTS OVER ACROSS AND THROUGH LYING IN A PORTION OF BLOCK 3367, CAPE CORAL, UNIT 65,

SECTION 10, TOWNSHIP 45 SOUTH, RANGE 23 EAST (PLAT BOOK 21, PAGES 151-164) PUBLIC RECORDS OF LEE COUNTY, FLORIDA

SEE SHEETS 1 AND 2 OF 3 FOR SKETCH TO ACCOMPANY THIS DESCRIPTION

NOT A BOUNDARY SURVEY

DESCRIPTION:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 89, BLOCK 3367, CAPE CORAL UNIT 65, AS RECORDED IN PLAT BOOK 21, PAGES 151-164, PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE RUN S.89°54'00"W. ALONG THE SOUTH LINE SAID LOT 89, BLOCK 3367 FOR 6.00 FEET TO THE POINT OF BEGINNING; THENCE RUN S.89°54'00"W. FOR 136.92 FEET; THENCE RUN N.00°43'32"W. FOR 213.99 FEET; THENCE RUN N.89°54'00"E. FOR 13.81 FEET; THENCE RUN N.00°43'32"W. FOR 182.00 FEET; THENCE RUN S.89°54'00"W. FOR 16.00 FEET; THENCE RUN N.00°43'32"W. TO A POINT LYING 6.00 FEET SOUTH AS MEASURED ON A PERPENDICULAR OF THE SOUTH RIGHT-OF-WAY LINE OF S.W. 42ND TERRACE (60 FEET WIDE) OF THE AFORESAID CAPE CORAL UNIT 65 FOR 38.00 FEET; THENCE RUN N.89°54'00"E. FOR 20.00 FEET; THENCE RUN S.00°43'42"E. FOR 113.01 FEET; THENCE RUN N89°54'00"E. FOR 473.00 FEET; THENCE RUN N.00°43'32"W. TO A POINT 6.00 SOUTH AS MEASURED ON A PERPENDICULAR FROM SAID SOUTH RIGHT-OF-WAY LINE OF S.W. 42ND TERRACE (60 FEET WIDE) FOR 113.0 FEET; THENCE RUN N89°54'00"E. FOR 6.00 FEET; THENCE RUN S.00°43'32"E. FOR 123.01 FEET; THENCE RUN S.89°54'00"W. FOR 50.99 FEET; THENCE RUN S.00°43'32"E. FOR 22.00 FEET; THENCE RUN S.89°54'00"W. FOR 278.00 FEET; THENCE RUN S.00°43'32"E. FOR 113.01 FEET; THENCE RUN S.89°54'00"W. FOR 37.00 FEET; THENCE RUN N.00°43'32"W. FOR 113.01 FEET; THENCE RUN S.89°54'00"W. FOR 113.01 FEET; THENCE RUN S.00°43'32"E. FOR 282.98 FEET; THENCE RUN N.89°54'00"E. FOR 113.01 FEET; THENCE RUN S.00°43'32"E. FOR 6.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 27,429.27 SQ FT, MORE OR LESS.

Phillip M Mould

PHILLIP M. MOULD
PROFESSIONAL SURVEYOR AND MAPPER
#6515 - STATE OF FLORIDA
2/14/18

CC-U65-3367-37
NOT A BOUNDARY SURVEY

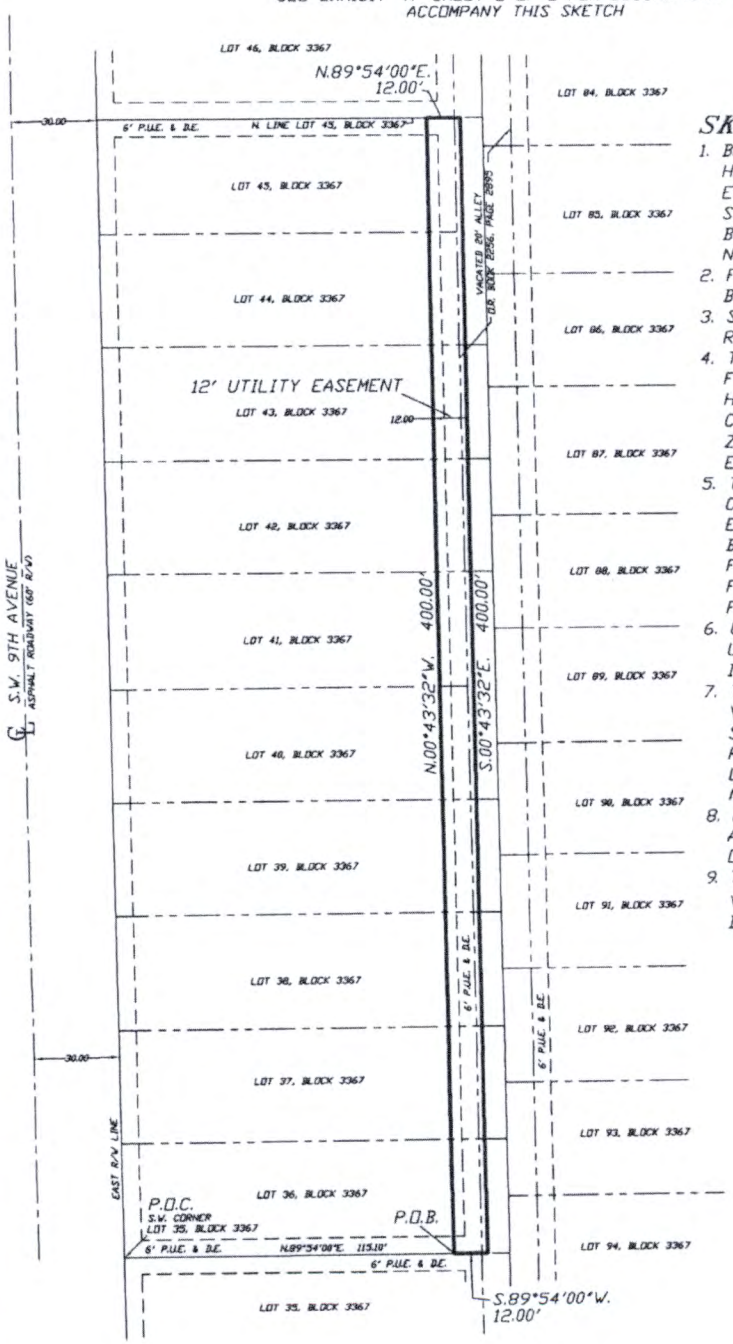
HARRIS-JORGENSEN, INC.
3046 DEL PRADO BLVD. .S
3A
CAPE CORAL, FL. 33904
239-257-2624

SKETCH TO ACCOMPANY DESCRIPTION

12 FOOT WIDE UTILITY EASEMENT IN BLOCK 3367, CAPE CORAL, UNIT 65,

SECTION 10, TOWNSHIP 45 SOUTH, RANGE 23 EAST
(PLAT BOOK 21, PAGES 151-164)
PUBLIC RECORDS OF LEE COUNTY, FLORIDA

SEE EXHIBIT "A" SHEET 2 OF 2 FOR DESCRIPTION TO ACCOMPANY THIS SKETCH



SKETCH NOTES:

1. BASIS OF BEARING SHOWN HEREON TAKEN FROM THE EAST RIGHT-OF-WAY LINE OF S.W. 9TH AVENUE TERRACE, AS BEING "ASSUMED" AS N.00°43'32"W.
2. FIELD NOTES IN CAPE CORAL, BLOCK 3367.
3. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.
4. THIS CERTIFICATION IS ONLY FOR LANDS DESCRIBED HEREON. IT IS NOT A CERTIFICATION OF TITLE, ZONING OR FREEDOM OF ENCUMBRANCES.
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8. ALL BEARINGS AND DISTANCES ARE PLAT AND MEASURED, UNLESS OTHERWISE SHOWN.
9. THIS SKETCH IS INTENDED TO BE VIEWED AS AN 8½x14, 50 SCALE DRAWING.

LEGEND:

O.R.	OFFICIAL RECORDS BOOK
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
R/W	RIGHT-OF-WAY
℄	CENTERLINE
P.U.E.	PUBLIC UTILITY EASEMENT
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
D.E.	DRAINAGE EASEMENT

N

25 0 25 50 75

SCALE IN FEET

SHEET 1 OF 2
SEE SHEET 2 OF 2 FOR DESCRIPTION TO ACCOMPANY THIS SKETCH
NOT A BOUNDARY SURVEY

CC-U65-3367-37

HARRIS-JORGENSEN, INC.
3046 DEL PRADO BLVD. S
3A
CAPE CORAL, FL. 33904
239-257-2624

EXHIBIT "A"

DESCRIPTION TO ACCOMPANY SKETCH

12 FOOT WIDE UTILITY EASEMENT IN BLOCK 3367, CAPE CORAL, UNIT 65,

SECTION 10, TOWNSHIP 45 SOUTH, RANGE 23 EAST (PLAT BOOK 21, PAGES 151-164) PUBLIC RECORDS OF LEE COUNTY, FLORIDA

SEE SHEET 1 OF 2 FOR SKETCH TO ACCOMPANY THIS DESCRIPTION

NOT A BOUNDARY SURVEY

DESCRIPTION: UTILITY EASEMENT

COMMENCING AT THE SOUTHWEST CORNER OF LOT 36, BLOCK 3367 AND THE EAST RIGHT-OF-WAY LINE OF S.W. 9TH AVENUE (60 FEET WIDE), CAPE CORAL UNIT 65, AS RECORDED IN PLAT BOOK 21, PAGES 151-164, PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE RUN N.89°54'00"E. ALONG THE SOUTH LINE SAID LOT 36, BLOCK 3367 FOR 115.10 FEET TO THE POINT OF BEGINNING; THENCE RUN N.00°43'32"W. TO A POINT ALONG THE NORTH LINE OF LOT 45, OF SAID BLOCK 3367 FOR 400.00 FEET; THENCE RUN N.89°54'00"E FOR 12.00 FEET; THENCE RUN S.00°43'32"E. FOR 400.00 FEET; THENCE RUN S.89°54'00"W. FOR 12.00 FEET TO THE POINT OF BEGINNING.

CONTAINING: 4,800 SQ FT, MORE OR LESS.

Phillip M Mould

PHILLIP M. MOULD
PROFESSIONAL SURVEYOR AND MAPPER
#6515 - STATE OF FLORIDA
4/17/18

CC-U65-3367-37
NOT A BOUNDARY SURVEY

HARRIS-JORGENSEN, INC.
3046 DEL PRADO BLVD. .S
3A
CAPE CORAL, FL. 33904
239-257-2624

SEE SHEET 1 FOR SKETCH TO ACCOMPANY THIS DESCRIPTION

CenturyLink

Attention:
Joe Mazurkiewicz
joe@bjmconsult.com
P O Box 101655
Cape Coral, Fl 33910
Phone: (239) 470-5778

Subject: - No Objection Request/ Vacation of Internal Lot Lines and PUD's, BLK 3367

Site Address: Skyline Self Storage 818 SW 42nd Terrace Cape Coral FL
33 lots in Block 3367 Strap# 10-45-23-C2-03367.0510

Dear Joe Mazurkiewicz (BJM Consulting, INC)

Regarding the referenced property above CenturyLink has **No Objection** to the Vacation of Internal Lot Lines and PUD's, BLK 3367 described by BJM Consulting. This will effectively remove all internal PUE between the 33 lots but keep a 6' PUE around the perimeter of said 33 lots described by BJM Consulting on their Exhibit Plan.

Sincerely

JUSTIN LANE

THANK YOU!
Justin Lane
OSP Engineering
3301 Del Prado Blvd S
Office: (239)-984-7009
justin.lane@centurylink.com

Comcast

12600 Westlinks Drive Suite 4
Fort Myers Fl. 33913
Phone: 239-432-1805

May 3, 2018

BJM Consulting
C/O Joe Mazurkiewicz
P.O. Box 101655
Cape Coral, Florida 33910

Re; Vacation of Internal lot lines and PUD's, BLK 3367 (818 SW 42nd Terrace)

Dear Joe Mazurkiewicz,

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

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

Cordially,

Mark Cook
Project Coordinator

LCEC
PEOPLE. POWER. POSSIBILITIES.

Lee County Electric Cooperative, Inc.
Post Office Box 3455
North Fort Myers, FL 33918-3455
(239) 995-2121 • Fax (239) 995-7904
www.lcec.net

May 14, 2018

Mr. Joe Mazurkiewicz, Jr.
BJM Consulting
P.O. Box 101655
Cape Coral, FL 33910

Re: Letter of No Objection to Vacation of Internal Lot Lines Blks 4722 through 4725; Owner:Skyline Self Storage.

Dear Mr. Mazurkiewicz:

Your company, BJM Consulting, has opened up discussions on behalf of your client, Skyline Self Storage, LLC, with LCEC concerning development work performed affecting our easement located on blocks of the proposed subdivision plat.

We have reviewed your request, submitted related documents, and our internal files. LCEC has **no objection** to the development work being performed on the property and does not negatively affect our projected easement rights.

However, should there be any substantial changes to the plans as submitted, LCEC reserves its rights to additional, and further review and comment with additional conditions, if necessary, consistent with its findings.

Should there be any questions please call me at 239-656-2112, or, if you prefer, I can be reached by email at russel.goodman@lcec.net.

Very truly yours,

Russel Goodman, SR/WA

Russel Goodman, SR/WA
Senior Right of Way Agent - Land Rights

Planning Division Case Report VP 18-0005

Review Date: October 23, 2018

Property Owner: Skyline Self Storage, LLC

Applicant: Skyline Self Storage, LLC

Owner Address: 4848 SW 23rd Ave
Cape Coral, FL 33914

Authorized Rep. Joe Mazurkiewicz, BJM Consulting

Request: The applicant requests to vacate the following easements and lot lines in Unit 65, Block 3367, Cape Coral Subdivision:

1) Easements underlying a platted walkway and a portion of a platted alley whose rights-of-way were previously vacated by Resolution 140-91 as depicted in Exhibit A;
2) All platted easements associated with Lots 36-45, 51-62, and 76-89; and
3) All internal lot lines associated with Lots 36-45, 51-62, and 76-89.

Property Location: 824 SW 42nd Terrace

Prepared By: Mike Struve, AICP, LEED Green Associate, Planning Team Coordinator

Approved By: Robert H. Pederson, AICP, Planning Manager

Recommendation: **Approval with conditions**

Urban Service Area: Infill and Transition

Property Description:

The site is ±4.85 acres, west of Skyline Boulevard, about 0.6 miles north of Cape Coral Parkway. The site is irregular and constitutes an assembly of 37 lots that includes a vacated walkway and part of a vacated alley (Figure 1). The site has frontage along two local streets; SW 42nd and Terrace SW 9th Avenue and is at the northwest corner of a deed-restricted City parking lot at 4306 Skyline Boulevard. Owners of sites adjacent to deed-restricted City parking lots are entitled to use these City properties to satisfy off-street parking area requirements provided the owner constructs the number of spaces necessary to satisfy the minimum number of parking spaces required by the Land Use and Development Regulations (LUDRs).

Resolution 140-91 vacated two, 25-foot wide walkways and part of a 20-foot wide alley in Block 3367. However, the underlying easements associated with the vacated alley were retained by the City. It is also unclear from the language in Resolution 140-91 whether easements associated with the walkways were retained by the City. For this reason, the applicant is requesting easements underlying a vacated walkway in the site be vacated as well.

The site has a Commercial/Professional Future Land Use Classification and Pedestrian Commercial (C-1) Zoning. Sites to the east and south share the same future land use and zoning classifications. Sites to the

north and west have either a Single Family or Multi-Family Future Land Use Classification and either Single Family Residential (R-1B) or Multi-Family Residential (R-3) Zoning.

Figure 1. Aerial map showing the parcel owned by Skyline Self Storage, LLC outlined in blue with respect to the adjacent City parking lot.

Zoning History of the Site

The Future Land Use Classification of the site has always been Commercial/Professional.

The zoning of the site has always been C-1.

On July 12, 2017 a special exception use for a Neighborhood Storage Facility use was approved for the site.

On June 14, 2018 a site plan for a 90,317 sq. ft. neighborhood storage facility was approved for the site.

Analysis:

Staff has analyzed this request for compliance with LUDR, Section 8.11, *"Vacation of plats, rights-of-way and other property,"* and consistency with the Comprehensive Plan.

Request to Vacate Public Utility and Drainage Easements Underlying the Vacated Alley and Walkway

Because of the earlier alley and walkway vacations, these easements now occupy the mid portion of the site and therefore restrict the future placement of buildings on the site. The applicant seeks to vacate easements underlying a platted walkway and a portion of a platted alley whose rights-of-way were previously vacated by Resolution 140-91 as more specifically depicted and described in Exhibit "A." The area of the easements requested to be vacated is ±27,429.27 sq. ft.

All easements are on property owned by Skyline Self Storage, LLC. The utility providers (CenturyLink, Comcast, and LCEC) lack facilities in these easements do not object to this request. The City also lacks facilities in the easements. Staff recommends a six-foot wide easement be provided by the applicant around the perimeter of the site for future utility installation and maintenance.

Request to Vacate Platted Easements

The applicant requests that all platted easements be vacated for Lots 36-45, 51-62, 76-89, all in Block 3367. Lot 50 that is owned by Skyline Self Storage, LLC is not included in this request as an anchor wire associated with a power pole occupies a platted easement associated with this lot. Overhead power lines are in the platted easements on the east side of Lots 36-45. These platted easements are proposed to be vacated. However, to protect these facilities, the owner will provide a 12-foot wide easement along the east side of Lots 36-45 as depicted and described in Exhibit "B." Elsewhere, utilities are lacking in the remaining platted easements. As a result, all three providers (Century Link, Comcast, and LCEC) do not object to this request. The City also lacks facilities in all the platted easements. This action will create a single parcel for new development that will be unencumbered by platted easements.

Request to Vacated Platted Lot Lines

The applicant requests that all platted lot lines be vacated for Lots 36-45, 51-62, 76-89, all in Block 3367. While the site can be developed lawfully consistent with City regulations with the lot lines intact, Planning staff has no objection to this request. Approval of this request may eliminate ambiguity on the part of developers, lenders, and insurers as to the immediate suitability of the site for development.

Consistency with the Comprehensive Plan

The vacation requests are consistent with the following policy that appears in the Comprehensive Plan.

Future Land Use Element

Policy 5.5. The City may consider the vacation of rights-of-way to facilitate land assembly and the development of a unified, contiguous commercial project. **Staff comment: The vacation of easements and lot lines will provide a "clean," consolidated building site and may eliminate uncertainty on the part of the development community as to the suitability of the site for new construction. This policy is supportive of this request.**

Recommendation:

Staff recommends **approval** of all requested vacations with the following conditions.

Conditions of Approval

1. The vacation of the underlying easements associated with the vacated alley along with the adjacent six-foot wide platted easements shall be consistent with that shown in the sketch and accompanying legal description prepared by Harris-Jorgensen, Inc. entitled *"Vacation of any and all easements including public utility and drainage over, across, and through lying in a portion of Block 3367, Cape Coral, Unit 65"*, (Sheets 1-3), and referred to as Exhibit "A" in this report.

2. Within 60 days from the date of adoption of this vacation, the owner shall provide to the City an easement deed that grants a minimum six-foot wide public utility and drainage easement around the perimeter of the site. The deed shall be approved by the City Property Broker prior to execution.

3. Within 60 days from the date of the adoption of this vacation, the owner shall provide to the City an easement deed that grants a 12-foot wide public utility and drainage easement along the east property line of Lots 36 to 45 in Block 3367 consistent with that shown in the sketch and accompanying legal description prepared by Harris-Jorgensen, Inc. entitled *"12 foot wide utility easement in Block 3367, Cape Coral, Unit 65,"* and referred to as Exhibit "B" in this report. The deed shall be approved by the City Property Broker prior to execution.

4. This resolution shall be recorded with the Office of the Lee County Clerk of Court by the City of Cape Coral. This resolution shall not be effectuated until the applicant provides the City with easement deeds as described in Conditions #2 and #3 above and reimburses the Department of Community Development for all recording fees associated with this resolution and the easement deeds.

Staff Contact Information
Mike Struve, AICP, LEED Green Associate, Development Management Team Coordinator
PH: 239-242-3255
Email: mstruve@capecoral.net

Exhibit "A" (Page 1 of 3)

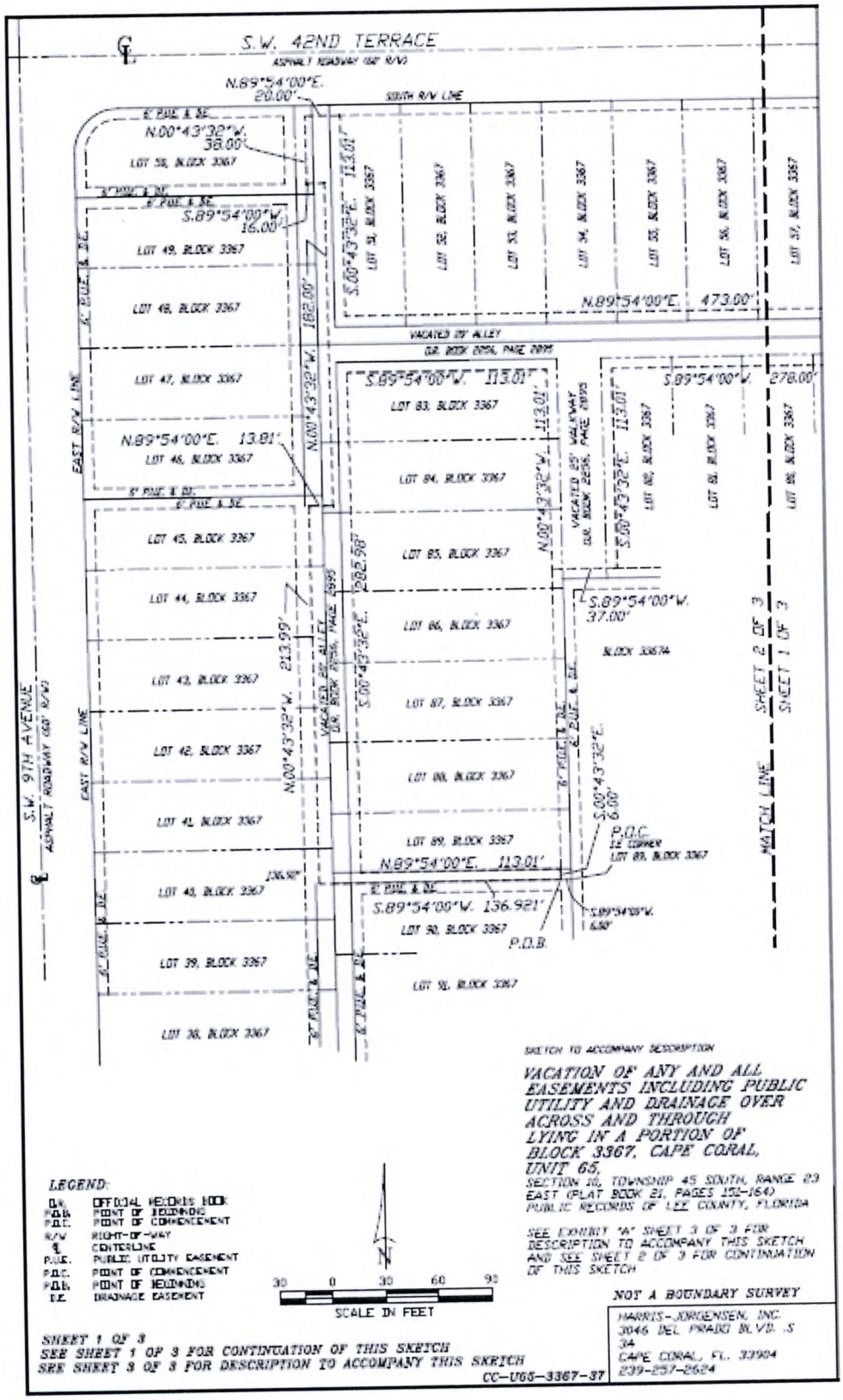
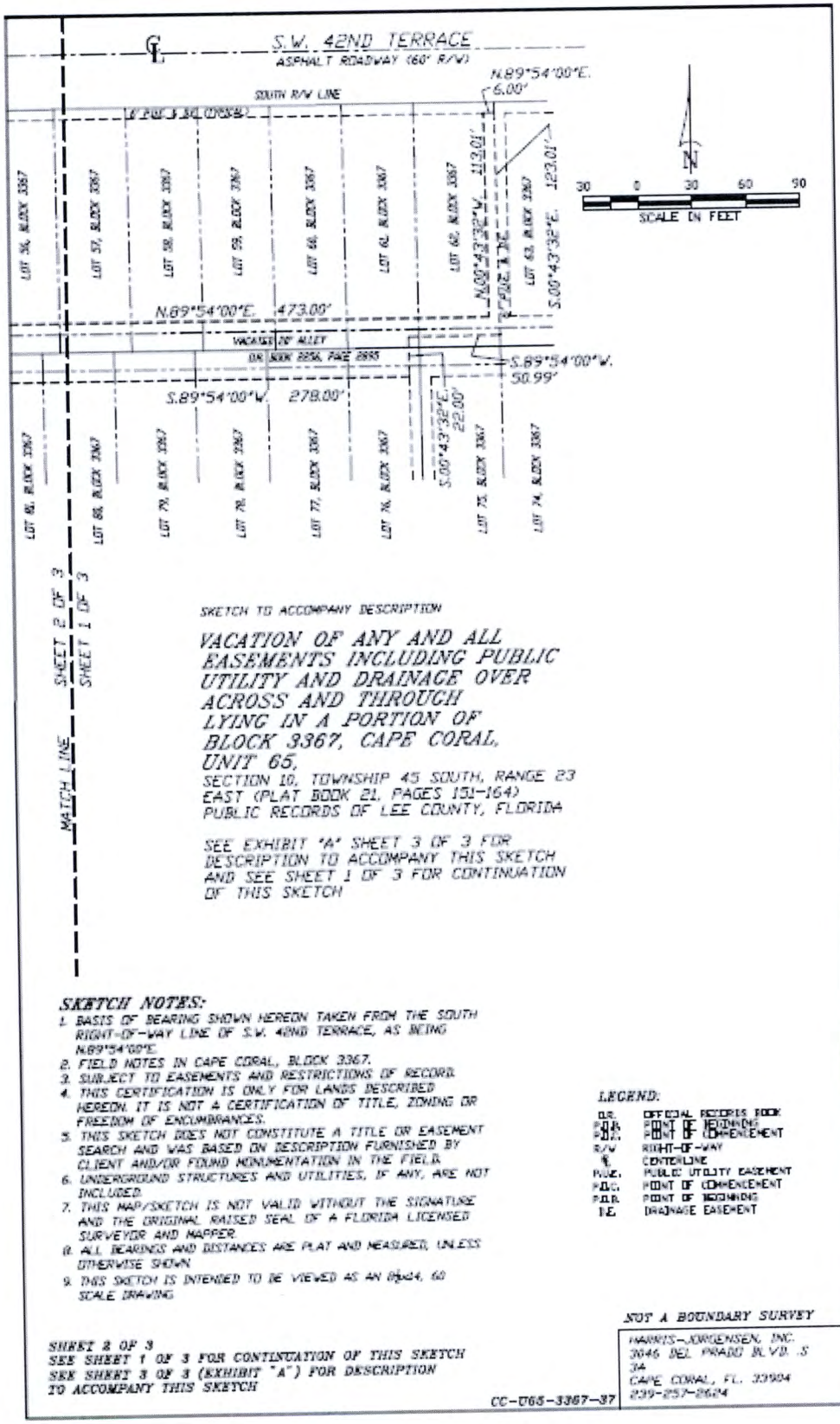


Exhibit "A" (Page 2 of 3)



SKETCH TO ACCOMPANY DESCRIPTION

VACATION OF ANY AND ALL EASEMENTS INCLUDING PUBLIC UTILITY AND DRAINAGE OVER ACROSS AND THROUGH LYING IN A PORTION OF BLOCK 3367, CAPE CORAL, UNIT 65,

SECTION 10, TOWNSHIP 45 SOUTH, RANGE 23 EAST (PLAT BOOK 21, PAGES 151-164) PUBLIC RECORDS OF LEE COUNTY, FLORIDA

SEE EXHIBIT "A" SHEET 3 OF 3 FOR DESCRIPTION TO ACCOMPANY THIS SKETCH AND SEE SHEET 1 OF 3 FOR CONTINUATION OF THIS SKETCH

SKETCH NOTES:

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LEGEND:

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P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
R/W	RIGHT-OF-WAY
℄	CENTERLINE
P.U.E.	PUBLIC UTILITY EASEMENT
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
D.E.	DRAINAGE EASEMENT

NOT A BOUNDARY SURVEY

SHEET 2 OF 3
SEE SHEET 1 OF 3 FOR CONTINUATION OF THIS SKETCH
SEE SHEET 3 OF 3 (EXHIBIT "A") FOR DESCRIPTION TO ACCOMPANY THIS SKETCH

CC-065-3367-37

HARRIS-JORGENSEN, INC.
3646 DEL PRADO BLVD. S
34
CAPE CORAL, FL. 33904
239-257-2624

Exhibit "A" (Page 3 of 3)

Legal Description of Vacated Area

VACATION OF ANY AND ALL EASEMENTS INCLUDING PUBLIC UTILITY AND DRAINAGE EASEMENTS OVER ACROSS AND THROUGH LYING IN A PORTION OF BLOCK 3367, CAPE CORAL, UNIT 65, SECTION 10, TOWNSHIP 45 SOUTH, RANGE 23 EAST (PLAT BOOK 21, PAGES 151-164) PUBLIC RECORDS OF LEE COUNTY, FLORIDA

DESCRIPTION:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 89, BLOCK 3367, CAPE CORAL UNIT 65, AS RECORDED IN PLAT BOOK 21, PAGES 151-164, PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE RUN S.89°54'00"W. ALONG THE SOUTH LINE SAID LOT 89, BLOCK 3367 FOR 6.00 FEET TO THE POINT OF BEGINNING; THENCE RUN S.89°54'00"W. FOR 136.92 FEET; THENCE RUN N.00°43'32"W. FOR 213.99 FEET; THENCE RUN N.89°54'00"E. FOR 13.81 FEET; THENCE RUN N.00°43'32"W. FOR 182.00 FEET; THENCE RUN S.89°54'00"W. FOR 16.00 FEET; THENCE RUN N.00°43'32"W. TO A POINT LYING 6.00 FEET SOUTH AS MEASURED ON A PERPENDICULAR OF THE SOUTH RIGHT-OF-WAY LINE OF S.W. 42ND TERRACE (60 FEET WIDE) OF THE AFORESAID CAPE CORAL UNIT 65 FOR 38.00 FEET; THENCE RUN N.89°54'00"E. FOR 20.00 FEET; THENCE RUN S.00°43'42"E. FOR 113.01 FEET; THENCE RUN N89°54'00"E. FOR 473.00 FEET; THENCE RUN N.00°43'32"W. TO A POINT 6.00 SOUTH AS MEASURED ON A PERPENDICULAR FROM SAID SOUTH RIGHT-OF-WAY LINE OF S.W. 42ND TERRACE (60 FEET WIDE) FOR 113.0 FEET; THENCE RUN N89°54'00"E. FOR 6.00 FEET; THENCE RUN S.00°43'32"E. FOR 123.01 FEET; THENCE RUN S.89°54'00"W. FOR 50.99 FEET; THENCE RUN S.00°43'32"E. FOR 22.00 FEET; THENCE RUN S.89°54'00"W. FOR 278.00 FEET; THENCE RUN S.00°43'32"E. FOR 113.01 FEET; THENCE RUN S.89°54'00"W. FOR 37.00 FEET; THENCE RUN N.00°43'32"W. FOR 113.01 FEET; THENCE RUN S.89°54'00"W. FOR 113.01 FEET; THENCE RUN S.00°43'32"E. FOR 282.98 FEET; THENCE RUN N.89°54'00"E. FOR 113.01 FEET; THENCE RUN S.00°43'32"E. FOR 6.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 27,429.27 SQ FT, MORE OR LESS.

Exhibit "B" (Page 1 of 2)

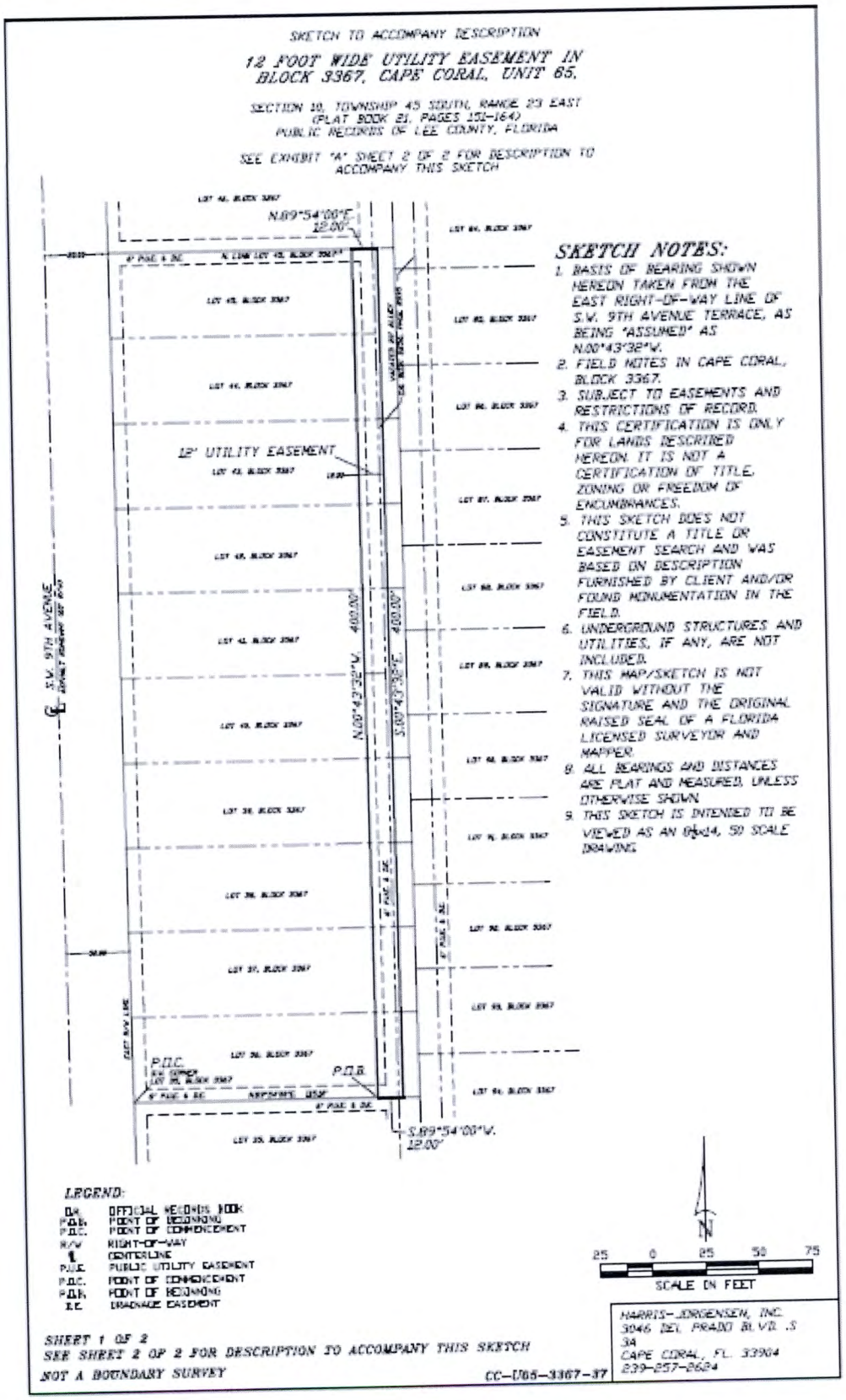

Exhibit "B" (Page 2 of 2)

Legal Description

12 FOOT WIDE UTILITY EASEMENT IN BLOCK 3367, CAPE CORAL, UNIT 65,

SECTION 10, TOWNSHIP 45 SOUTH, RANGE 23 EAST (PLAT BOOK 21, PAGES 151-164)

PUBLIC RECORDS OF LEE COUNTY, FLORIDA;

DESCRIPTION: UTILITY EASEMENT

COMMENCING AT THE SOUTHWEST CORNER OF LOT 36, BLOCK 3367 AND THE EAST RIGHT-OF-WAY LINE OF S.W. 9TH AVENUE (60 FEET WIDE), CAPE CORAL UNIT 65, AS RECORDED IN PLAT BOOK 21, PAGES 151-164, PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE RUN N.89°54'00"E. ALONG THE SOUTH LINE SAID LOT 36, BLOCK 3367 FOR 115.10 FEET TO THE POINT OF BEGINNING; THENCE RUN N.00°43'32"W. TO A POINT ALONG THE NORTH LINE OF LOT 45, OF SAID BLOCK 3367 FOR 400.00 FEET; THENCE RUN N.89°54'00"E FOR 12.00 FEET; THENCE RUN S.00°43'32"E. FOR 400.00 FEET; THENCE RUN S.89°54'00"W. FOR 12.00 FEET TO THE POINT OF BEGINNING.

CONTAINING: 4,800 SQ FT, MORE OR LESS.

COUNCILMEMBER GIEBELS

VP 09-91-508
09/30/91

RESOLUTION 140 - 91

A RESOLUTION PROVIDING FOR THE VACATION OF PLAT FOR A PORTION OF A TWENTY (20) FOOT ALLEY AND TWO (2) TWENTY-FIVE (25) FOOT WALKWAYS LYING WITHIN BLOCK 3367, UNIT 65, CAPE CORAL SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 21, PAGE 157 AND 160, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; PROPERTY LOCATED WEST ON SKYLINE, BETWEEN SOUTHWEST 42ND TERRACE AND SOUTHWEST 44TH STREET; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Petition was filed by CITY OF CAPE CORAL for the vacation of plat on property described herein; and

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

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

Section 1. That the Petition meets the requirements of City of Cape Code Article VIII, Section 8.11, of the Code of Ordinances of the City of Cape Coral and it is in the best interest of the public that such Petition be granted. The following-described portion of a twenty (20) foot alley and two (2) twenty-five (25) foot walkways are hereby vacated except the City retains and reserves the entire described alley for public utilities and drainage, and incidentals therewith, and all existing utility easements, to wit:

Two certain tracts of land situated in the SE 1/4 NE 1/4, NE 1/4 SE 1/4 of Section 10, Township 45 South, Range 23 East, Lee County, Florida, being a portion of alleys and walkways located in Block 3367, Cape Coral Subdivision, Unit 65, as recorded in Plat Book 21, Pages 157 and 160, of the Public Records of Lee County, FLorida, being more particularly described as follows:

TRACT ONE: Commencing at the northwest corner of Lot 51, Block 3367, the Point of Beginning, being a point on the south right of way line of SW 42 Terrace; Thence S00°43'32"E a distance of 125.01 feet to the southwest corner of Lot 51; Thence N89°54'00"E a distance of 745.05 feet along the south line of Lots 51 through 68, to the southeast corner of Lot 68, being a point on the west right of way line of Skyline Boulevard; Thence S00°43'32"E a distance of 20.00 feet along the last described line, to the northeast corner of Lot 69; Thence S89°54'00"W a distance of 595.04 feet along the north line of Lots 69 through 82 to the northwest corner of Lot 82; Thence S00°43'32"E a distance of 125.01 feet to the southwest corner of Lot 82; Thence S89°54'00"W a distance of 25.00 feet along the south line of a walkway to a point on the east line of Lot 85; Thence N00°43'32"W a distance of 125.01 feet along the east line of Lots 83 through 85, to the northeast corner of Lot 83; Thence S89°54'00"W a distance of 125.01 feet to the northwest corner of Lot 83; Thence S00°43'32"E a distance of 1,019.98 feet along the west line of Lots 83 through 107 to the southwest corner of Lot 107; Thence S89°54'00"W a distance of 20 feet to a point on the east line of Lot 22; Thence N00°43'32"W a distance of 1164.99 feet along the west line of Lots 22 through 50, to the northeast corner of Lot 50, being also a point on the south right of way line of SW 42 Terrace; Thence N89°54'00"E a distance of 20.00 feet to the Point of Beginning, said tract containing 41,324 square feet of 0.949 acres, more or less.

TRACT TWO: Commencing at the northwest corner of Lot 108, Block 3367, the Point of Beginning; being also the northeast corner of a walkway; Thence S00°43'32"E a distance of 125.01 feet to the southwest corner of Lot 108, being a point on the north line of an alley and also the southeast corner of a walkway; Thence S89°54'00"W a distance of 25.00 feet along the last described line to the southeast corner of Lot 107, being also the southwest corner of a walkway; Thence N00°43'32"W a distance of 125.01 feet along the east line of Lots 104 through 107, to the northwest corner of a walkway; Thence N89°54'00"E a distance of 25.00 feet along the north line of a walkway, to the Point of Beginning, said tract containing 3,125 sqare feet, or 0.072 acres, more or less.

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

ADOPTED BY THE CITY COUNCIL OF THE CITY OF CAPE CORAL AT ITS REGULAR SESSION THIS 28th DAY OF October, 1991.

JOSEPH M. MAZURKIEWICZ, JR.
MAYOR

ATTESTED TO AND FILED IN MY OFFICE THIS 30th DAY OF October, 1991.

EULA R. JORGENSEN, CITY CLERK

LEGAL REVIEW:

BRUCE R. CONROY
CITY ATTORNEY
2544E/81

NOTICE TO SURROUNDING PROPERTY OWNERS

CASE NUMBER: VP18-0005

REQUEST: Skyline Self Storage, LLC seeks a vacation of plat for easements underlying a platted walkway and a portion of a platted alley whose rights-of-way were previously vacated by Resolution 140-91 in Block 3367, Unit 65, Cape Coral; and a vacation of platted easements and lot lines in Lots 36-45, 51-62, and 76-89 in Block 3367, Unit 65, Cape Coral. The property is located at 824 SW 42nd Terrace.
CAPE CORAL STAFF CONTACT: Mike Struve, AICP, LEED Green Associate, Planning Team Coordinator, 239-242-3255, mstruve@capecoral.net

PROPERTY OWNER(S): Skyline Self Storage, LLC

AUTHORIZED REPRESENTATIVE: Joe Mazurkiewicz, BJM Consulting, 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, November 6, 2018 on the above mentioned case. The public hearing will be held in the City of Cape Coral Council Chambers, 1015 Cultural Park Boulevard, Cape Coral, FL.

All interested parties are invited to appear and be heard. All materials presented before the Hearing Examiner will become a permanent part of the record. The public hearing may be continued to a time and date certain by announcement at this public hearing without any further published notice. Copies of the staff report will be available five days prior to the hearing. The file can be reviewed at the Cape Coral Community Development Department, Planning Division, 1015 Cultural Park Blvd., Cape Coral, FL.
After Hearing Examiner has made a written recommendation, the case will be scheduled for a public hearing before the City Council who will review the recommendation and make a final decision. You will receive another public hearing notice if this case is scheduled for a City Council hearing.

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

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.

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, 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.

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Net Amt: $393.14

Run Times: 1

No. of Affidavits: 1

Run Dates: 10/27/18

Text of Ad:

NOTICE OF PUBLIC HEARING
CASE NUMBER: VP18-0005

REQUEST: Skyline Self Storage, LLC seeks a vacation of plat for easements underlying a platted walkway and a portion of a platted alley whose rights-of-way were previously vacated by Resolution 140-91 in Block 3367, Unit 65, Cape Coral; and a vacation of platted easements and lot lines in Lots 36-45, 51-62, and 76-89 in Block 3367, Unit 65, Cape Coral. The property is located at 824 SW 42nd Terrace.

CAPE CORAL STAFF CONTACT: Mike Struve, AICP, LEED Green Associate, Planning Team Coordinator, 239-242-3255, mstruve@capecoral.net

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by order of
Rebecca van Deutekom, MMC
City Clerk
REF # VP18-0005
AD# 3219169 Oct. 27, 2018

Department of Community Development
Planning Division

AFFIDAVIT

IN RE: APPLICATION OF: Skyline Self Storage LLC

APPLICATION NO: VP18-0005

STATE OF FLORIDA)
) §
COUNTY OF LEE)

I, Vincent A. Cautero, AICP having first been duly sworn according to law, state on my oath the following:

That I am the Director of the Department of Community Development and responsible in performing duties as required for the City of Cape Coral.

That pursuant to City of Cape Coral Code. Section 8.3.2A and Section 8.11.3.A all required written notice and publication has been provided. Also, posting of a sign has been done when applicable per Section 8.3.2A.

DATED this 29th day of October, 2018.

Vincent A. Cautero, AICP

STATE OF FLORIDA
COUNTY OF LEE

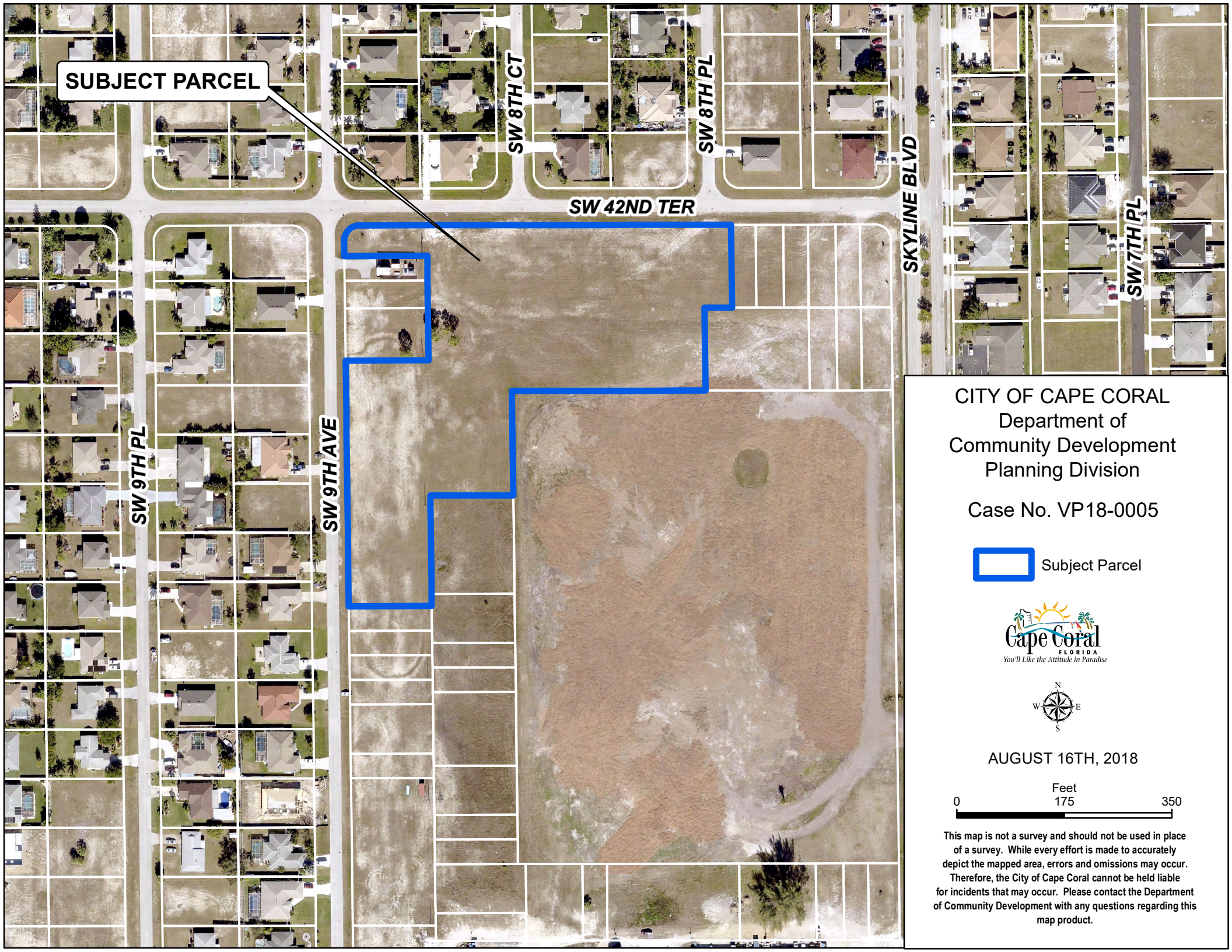
The foregoing instrument was acknowledged before me this 29th day of October, 2018, by Vincent A. Cautero, AICP, who is personally known to me and who did not take an oath.

Exp. Date 12/6/20 Commission # GG030474

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

Signature of Notary Public

Elisabeth A. Delgado
Print Name of Notary Public



CITY OF CAPE CORAL
Department of
Community Development
Planning Division

Case No. VP18-0005

Subject Parcel

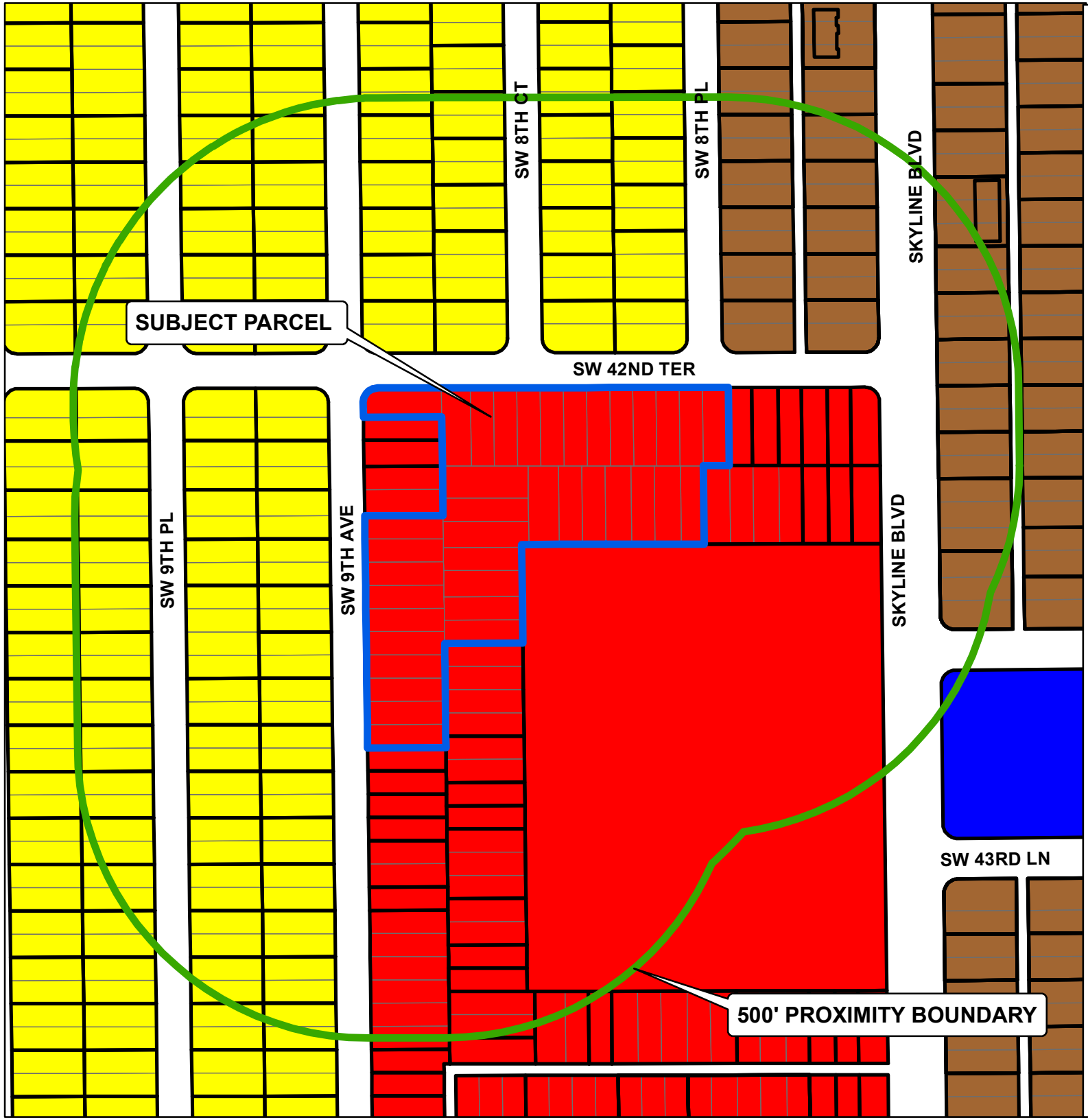
Cape Coral
FLORIDA
You'll Like the Attitude in Paradise

N
W E
S

AUGUST 16TH, 2018

Feet
0 175 350

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 occur. Please contact the Department of Community Development with any questions regarding this map product.



CITY OF CAPE CORAL
Department of
Community Development
Planning Division

CURRENT ZONING MAP
500' Proximity Boundary

Case No. VP18-0005

LEGEND

- 500' Proximity Boundary
- Subject Parcel

Zoning

- C-1
- R-1B
- R-3
- W

Cape Coral FLORIDA
You'll Like the Attitude in Paradise

N
W E
S

AUGUST 16TH, 2018

Feet
0 275 550

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OFFICE OF THE HEARING EXAMINER, CITY OF CAPE CORAL
HEARING EXAMINER RECOMMENDATION
VP HEX Recommendation 10-2018
DCD CASE # VP 18-0005
Rendered November 6, 2018

APPLICATION FOR: Vacation of Easements and Internal Lot Lines

OWNER/APPLICANT: Skyline Self Storage, LLC

APPLICANT'S REPRESENTATIVE: BJM Consulting, Joe Mazurkiewicz, Ph.D.

LOCATION OF PROPERTY: 824 SW 42nd Terrace, Cape Coral, FL

ZONING DISTRICT: Pedestrian Commercial (C-1)

FUTURE LAND USE CLASSIFICATION: Commercial/Professional

URBAN SERVICE: Transition and Infill

HEARING DATE: November 6, 2018

SUMMARY OF REQUEST: The Applicant requests the vacation of the following easements and lot lines in Unit 65, Block 3367, Cape Coral Subdivision:

1) Easements underlying a platted walkway and a portion of a platted alley (whose rights-of-way were previously vacated by Resolution 140-91);
2) All platted easements associated with Lots 36-45, 51-62, and 76-89; and
3) All internal lot lines associated with Lots 36-45, 51-62, and 76-89.

I. SUMMARY OF HEARING EXAMINER RECOMMENDATION

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

II. NOTICE OF HEARING

Based on the testimony of City Staff Michael Struve at the Hearing, the Hearing Examiner finds that proper notice of this hearing was provided, in accordance with the requirements of Article VIII, §8.3, Public Hearings, of the City of Cape Coral Land Use and Development Regulations ("LUDRs").

III. PARTICIPANTS IN HEARING

CITY STAFF: Michael Struve, AICP [1]

[1] Mr. Struve was recognized as an expert in land planning issues associated with this Application, based upon his prior appearances before the Hearing Examiner and his credentials which are on file with the City Clerk's Office.

CITY CLERK'S OFFICE: Patricia Sorrels

APPLICANT'S REPRESENTATIVE: BJM Consulting, Joe Mazurkiewicz, Ph.D.[2]

MEMBERS OF PUBLIC: none

IV. EXHIBITS

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

V. REVIEW OF LUDR REQUIREMENTS

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

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

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

VI. TESTIMONY AT HEARING

Applicant's Representative's Incorporation of Staff Report and Staff Testimony

The Applicant's Representative incorporated the Staff Report and Staff Testimony ("Staff Input") into his presentation by reference. He requested the Hearing Examiner to recommend that City Council find the Staff Input as findings of fact, in addition to those separately presented by him.

Hearing Examiner's Recommended Findings of Fact.

All documentary and oral testimony below is accepted by the Hearing Examiner as recommended findings of fact, unless specifically noted otherwise. The Hearing

---

[2] Mr. Mazurkiewicz, Ph.D. was recognized as an expert in land planning issues associated with this Application, based upon his prior appearances before the Hearing Examiner and his C.V. which is on file with the City Clerk's Office.

Examiner recommends that the City Council accept such testimony as findings of fact to substantiate its decision regarding this Application.

VII. DISCUSSION

Site, Zoning History and Surrounding Area

Staff testified that the site, located west of Skyline Boulevard and approximately 0.6 miles north of Cape Coral Parkway, is ±4.85 acres and is irregular in size. Staff further testified that the site constitutes an assembly of 37 lots that includes a vacated walkway and part of a vacated alley, has frontage along two local streets; SW 42nd and Terrace SW 9th Avenue and is at the northwest corner of a deed-restricted City parking lot at 4306 Skyline Boulevard.

It is important to note that owners of sites adjacent to deed-restricted City parking lots are entitled to use these City properties to satisfy off-street parking area requirements, provided the owner constructs the number of spaces necessary to satisfy the minimum number of parking spaces required by the Land Use and Development Regulations (LUDRs). That permission is not part of this application or this recommendation.

The City's Resolution 140-91 vacated two, 25-foot wide walkways and part of a 20-foot wide alley in Block 3367. However, the underlying easements associated with the vacated alley were retained by the City. It is also unclear from the language in Resolution 140-91 whether easements associated with the walkways were retained by the City. For this reason, the Applicant is requesting easements underlying a vacated walkway in the site be vacated as well, in an abundance of caution. The Future Land Use Classification of the site has always been Commercial/Professional.

The zoning of the site has always been C-1.On July 12, 2017 the Hearing Examiner approved a special exception use for a Neighborhood Storage Facility use for the site. On June 14, 2018 a site plan for a 90,317 square feet neighborhood storage facility was approved by City Staff for the site.

Sites to the east and south of the site share the subject property's Commercial/Professional Future Land Use Classification and Pedestrian Commercial (C-1) Zoning. Sites to the north and west have either a Single Family or Multi-Family Future Land Use Classification and either Single Family Residential (R-1B) or Multi-Family Residential (R-3) Zoning.

Review of Request

Staff testified that, due to the prior alley and walkway vacations, the referenced easements now occupy the mid portion of the site and therefore restrict the future placement of buildings on the site. The Applicant seeks to vacate easements underlying a platted walkway and a portion of a platted alley whose rights-of-way were previously vacated by Resolution 140-91. Staff further testified that the area of the easements requested to be vacated is ±27,429.27 square feet.

All easements are on property owned by Skyline Self Storage, LLC. The utility providers (CenturyLink, Comcast, and LCEC) lack facilities in these easements do not object to this request. The City also lacks facilities in the easements. Staff recommends a six-foot wide easement be provided by the applicant around the perimeter of the site for future utility installation and maintenance.

Secondly, the Applicant requests that all platted easements be vacated for Lots 36-45, 51-62, 76-89, all in Block 3367. It is important to note, however, that the Applicant has not requested vacation of the platted easement associated with Lot 50 that is owned by Applicant; staff testified that the reason for this omission is that an anchor wire associated with a power pole occupies a platted easement associated with this lot. Overhead power lines are in the platted easements on the east side of Lots 36-45. These platted easements are proposed to be vacated. However, to protect these facilities, the owner will provide a 12-foot wide easement along the east side of Lots 36-45. Elsewhere, utilities are lacking in the remaining platted easements. As a result, all three providers (Century Link, Comcast, and LCEC) do not object to this request. The City also lacks facilities in all the platted easements. Staff testified that Applicant's intention in making these requests is to create a single parcel for new development that will be unencumbered by platted easements.

Thirdly, the Applicant requests that all platted lot lines be vacated for Lots 36-45, 51-62, 76-89, all in Block 3367. Staff testified that, although the site can be developed lawfully consistent with City regulations with the lot lines intact, they have no objection to this request, as approval of this request may eliminate ambiguity on the part of developers, lenders, and insurers as to the immediate suitability of the site for development.

Recommendation that City Council Find That Applicant Has Complied with All Requirements for the Requested Vacations, as Set Forth in LUDR §8.11

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

   Staff testified that Applicant owns all properties subject to this Vacation request.

2. *A copy of the plat **has** been provided, showing the portions for which vacation is sought (LUDR §8.11.3b.2)*

   It is attached as an Exhibit hereto.

3. and 4. *Letter of Approval from LCEC and Letters of No Objection from Century Link and Comcast (LUDR §8.11.3b.3 and LUDR §8.11.3b.4-6)* ***have been obtained.***

   As set forth above, Century Link, LCEC and Comcast do not object to these vacations.

5. *A copy of a recent boundary survey or survey sketch of the property prepared and executed by a registered surveyor,* ***has been provided,*** *showing the area requested to be vacated; providing complete metes and bounds legal descriptions of said areas, and showing all pavement and all utility and drainage facilities in said area, including water, sewer and cable lines, utility poles, swales, ditches, manholes and catch basins. Separate drawings and metes and bounds legal descriptions will be required for each proposed vacation area when the right-of-way and easement configurations differ. (LUDR §8.11.3b.7.B)*

   All necessary documents are attached as Exhibit "A".

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

   Staff testified that the City has no facilities in the property subject to this request and, for the reasons outlined above, the City has no reasonably foreseeable public use for the alley or easements which form the basis for this request.

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

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

   It is recommended that the City Council retain a perimeter easement for utilities and/or drainage in and upon the vacated areas, as set forth in the conditions below. The Owner/Applicant, through Applicant's Representative, has agreed to this perimeter easement.

Consistency with the Comprehensive Plan (LUDR §8.11)

This request has been reviewed for consistency with the Comprehensive Plan, and specifically for consistency with Policy 5.5 of the Future Land Use Element which states:

> *"The City may consider the vacation of rights-of-way to facilitate land assembly and the development of a unified, contiguous commercial project."*

Staff testified that the vacation of easements and lot lines, as requested by Applicant herein, would provide a "clean," consolidated building site and may eliminate uncertainty on the part of the development community as to the suitability of the site for new construction. The Hearing Examiner agrees with Staff's testimony that this policy is supportive of this request.

Accordingly, it is recommended that the City Council find that the vacation requests **are consistent with the City's Comprehensive Plan**

Consistency with City Requirements and All Applicable Law

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

VIII. RECOMMENDED CONDITIONS OF APPROVAL

City staff testified regarding recommendations for conditions of approval, set forth below. Applicant's Representative testified that Applicant has no objection to these conditions.

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

1. *Vacations Consistency with Sketch and Legal Description.* The vacation of the underlying easements associated with the vacated alley along with the adjacent six-foot wide platted easements shall be consistent with that shown in the sketch and accompanying legal description prepared by Harris-Jorgensen, Inc. entitled *"Vacation of any and all easements including public utility and drainage over, across, and through lying in a portion of Block 3367, Cape Coral, Unit 65"*, (Sheets 1-3), and referred to as Exhibit "A" in this report.

2. *Provision of Deed for Six Foot Wide Easement to City.* Within 60 days from the date of adoption of this vacation, the owner shall provide to the City an easement deed that grants a minimum six-foot wide public utility and drainage easement around the perimeter of the site. The deed shall be approved by the City Property Broker prior to execution.

3. *Provision of Deed for Twelve Foot Wide Easement to City.* Within 60 days from the date of the adoption of this vacation, the owner shall provide to the City an easement deed that grants a 12-foot wide public utility and drainage easement along the east property line of Lots 36 to 45 in Block 3367 consistent with that shown in the sketch and accompanying legal description prepared by Harris-Jorgensen, Inc. entitled *"12 foot wide utility easement in Block 3367, Cape Coral, Unit 65,"* and referred to as Exhibit "B" in this report. The deed shall be approved by the City Property Broker prior to execution.

4. *Recording of Resolution.* This resolution shall be recorded with the Office of the Lee County Clerk of Court by the City of Cape Coral. This resolution shall not be effectuated until the applicant provides the City with easement deeds as described in Conditions #2 and #3 above and reimburses the Department of Community Development for all recording fees associated with this resolution and the easement deeds.

5. *Compliance with Zoning District Standards and Requirements and Inclusion of LUDRs, City Ordinances and Other Applicable Law.* Applicant shall comply with all standards and requirements for the zoning district in which the property is

located and all other requirements set forth in the LUDRs, City ordinances and all other applicable laws and regulations, which are incorporated herein by reference.

The Hearing Examiner hereby **RECOMMENDS APPROVAL** of the request for the above-referenced Vacations filed by Applicant, **WITH THE FIVE (5) CONDITIONS** set forth above.

This Recommendation takes effect on the date specified below.

HEARING EXAMINER OF THE CITY OF CAPE CORAL, FLORIDA

ANNE DALTON, ESQUIRE

11/6/18
DATE

ATTEST:

CITY CLERK (Interim)

Exhibit "A" (Page 1 of 3)

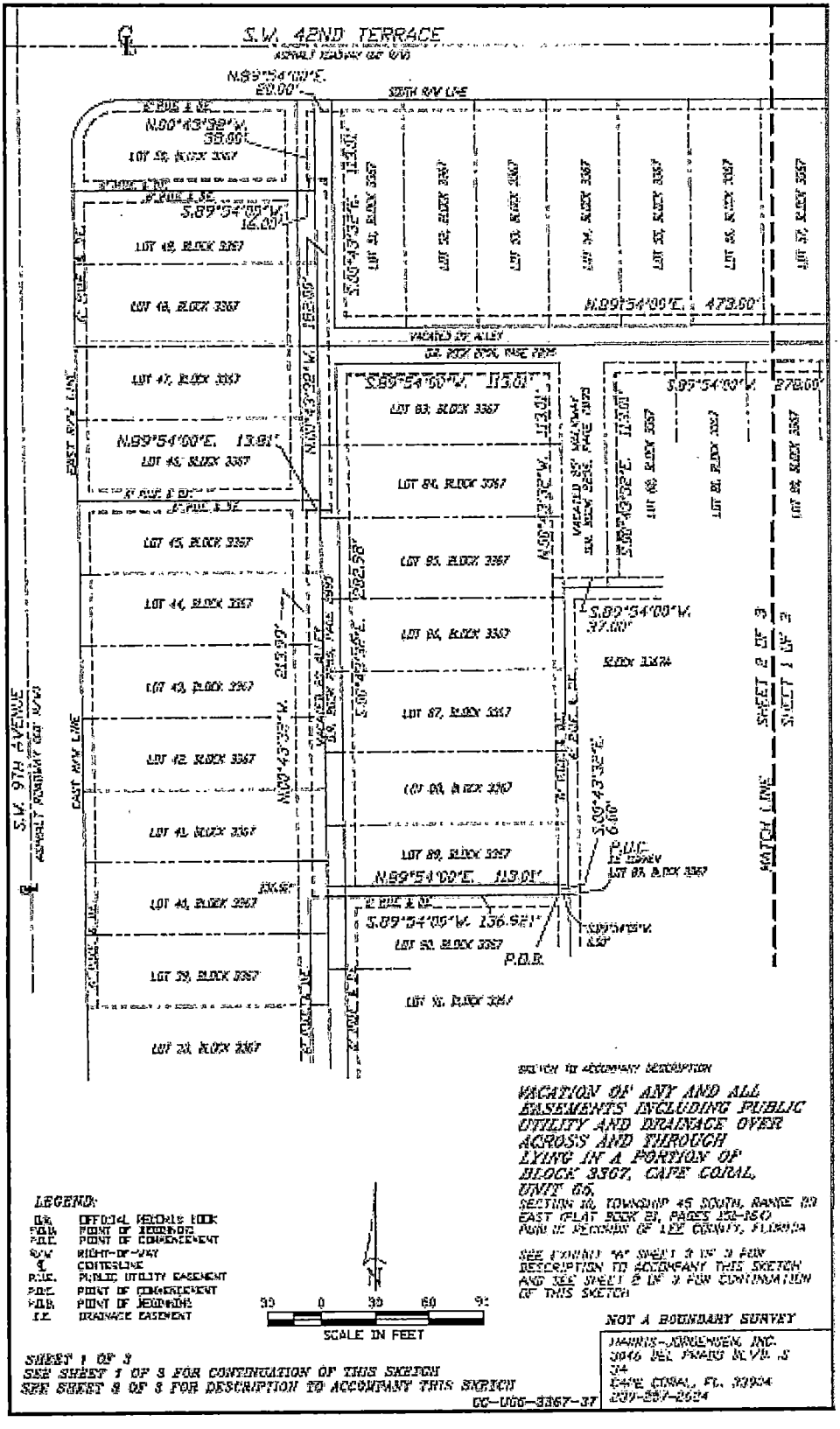
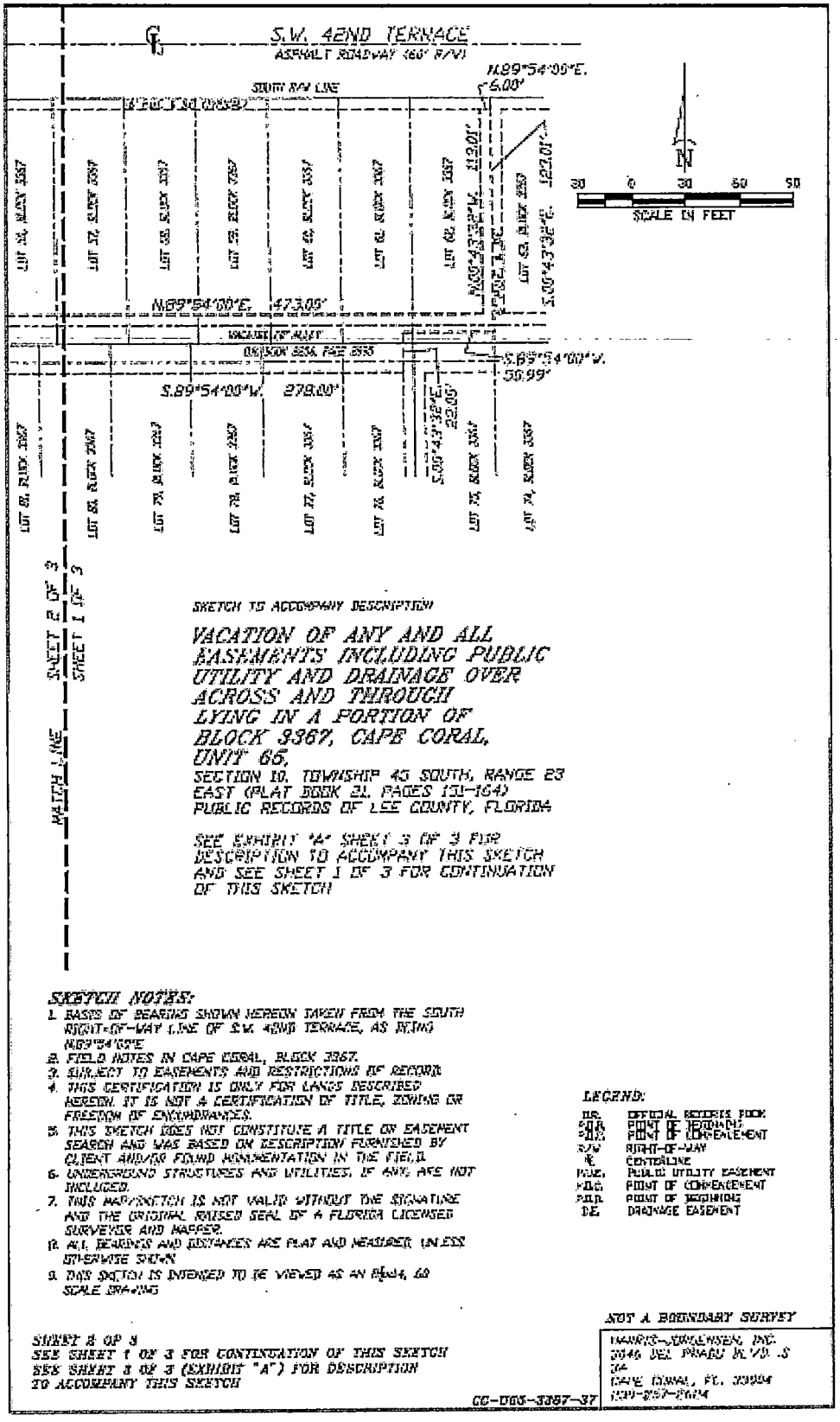


Exhibit "A" (Page 2 of 3)



SKETCH TO ACCOMPANY DESCRIPTION

VACATION OF ANY AND ALL EASEMENTS INCLUDING PUBLIC UTILITY AND DRAINAGE OVER ACROSS AND THROUGH LYING IN A PORTION OF BLOCK 3367, CAPE CORAL, UNIT 65,

SECTION 10, TOWNSHIP 43 SOUTH, RANGE 23 EAST (PLAT BOOK 31, PAGES 131-164) PUBLIC RECORDS OF LEE COUNTY, FLORIDA

SEE EXHIBIT "A" SHEET 3 OF 3 FOR DESCRIPTION TO ACCOMPANY THIS SKETCH AND SEE SHEET 1 OF 3 FOR CONTINUATION OF THIS SKETCH

SKETCH NOTES:

1. BASIS OF BEARING SHOWN HEREON TAKEN FROM THE SOUTH RIGHT-OF-WAY LINE OF S.W. 42ND TERRACE, AS BEING N89°54'00"E
2. FIELD NOTES IN CAPE CORAL, BLOCK 3367.
3. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.
4. THIS CERTIFICATION IS ONLY FOR LANDS DESCRIBED HEREON. IT IS NOT A CERTIFICATION OF TITLE, ZONING OR FREEDOM OF ENCUMBRANCES.
5. THIS SKETCH DOES NOT CONSTITUTE A TITLE OR EASEMENT SEARCH AND WAS BASED ON DESCRIPTION FURNISHED BY CLIENT AND/OR FOUND MONUMENTATION IN THE FIELD.
6. UNDERGROUND STRUCTURES AND UTILITIES, IF ANY, ARE NOT INCLUDED.
7. THIS MAP/SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
8. ALL BEARINGS AND DISTANCES ARE PLAT AND MEASURED, UNLESS OTHERWISE SHOWN
9. THIS SKETCH IS INTENDED TO BE VIEWED AS AN 8½x11 SCALE DRAWING

LEGEND:

O.R.	OFFICIAL RECORDS BOOK
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
R/W	RIGHT-OF-WAY
℄	CENTERLINE
P.U.E.	PUBLIC UTILITY EASEMENT
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
D.E.	DRAINAGE EASEMENT

NOT A BOUNDARY SURVEY

SHEET 2 OF 3
SEE SHEET 1 OF 3 FOR CONTINUATION OF THIS SKETCH
SEE SHEET 3 OF 3 (EXHIBIT "A") FOR DESCRIPTION TO ACCOMPANY THIS SKETCH

CC-005-3367-37

HARRIS-JORGENSEN, INC.
3046 DEL PRADO BLVD. S
CAPE CORAL, FL. 33904
(239)-257-5004

Exhibit "A" (Page 3 of 3)

Legal Description of Vacated Area

VACATION OF ANY AND ALL EASEMENTS INCLUDING PUBLIC UTILITY AND DRAINAGE EASEMENTS OVER ACROSS AND THROUGH LYING IN A PORTION OF BLOCK 3367, CAPE CORAL, UNIT 65, SECTION 10, TOWNSHIP 45 SOUTH, RANGE 23 EAST (PLAT BOOK 21, PAGES 151-164) PUBLIC RECORDS OF LEE COUNTY, FLORIDA

DESCRIPTION:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 89, BLOCK 3367, CAPE CORAL UNIT 65, AS RECORDED IN PLAT BOOK 21, PAGES 151-164, PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE RUN S.89°54'00"W. ALONG THE SOUTH LINE SAID LOT 89, BLOCK 3367 FOR 6.00 FEET TO THE POINT OF BEGINNING; THENCE RUN S.89°54'00"W. FOR 136.92 FEET; THENCE RUN N.00°43'32"W. FOR 213.99 FEET; THENCE RUN N.89°54'00"E. FOR 13.81 FEET; THENCE RUN N.00°43'32"W. FOR 182.00 FEET; THENCE RUN S.89°54'00"W. FOR 16.00 FEET; THENCE RUN N.00°43'32"W. TO A POINT LYING 6.00 FEET SOUTH AS MEASURED ON A PERPENDICULAR OF THE SOUTH RIGHT-OF-WAY LINE OF S.W. 42ND TERRACE (60 FEET WIDE) OF THE AFORESAID CAPE CORAL UNIT 65 FOR 38.00 FEET; THENCE RUN N.89°54'00"E. FOR 20.00 FEET; THENCE RUN S.00°43'42"E. FOR 113.01 FEET; THENCE RUN N89°54'00"E. FOR 473.00 FEET; THENCE RUN N.00°43'32"W. TO A POINT 6.00 SOUTH AS MEASURED ON A PERPENDICULAR FROM SAID SOUTH RIGHT-OF-WAY LINE OF S.W. 42ND TERRACE (60 FEET WIDE) FOR 113.0 FEET; THENCE RUN N89°54'00"E. FOR 6.00 FEET; THENCE RUN S.00°43'32"E. FOR 123.01 FEET; THENCE RUN S.89°54'00"W. FOR 50.99 FEET; THENCE RUN S.00°43'32"E. FOR 22.00 FEET; THENCE RUN S.89°54'00"W. FOR 278.00 FEET; THENCE RUN S.00°43'32"E. FOR 113.01 FEET; THENCE RUN S.89°54'00"W. FOR 37.00 FEET; THENCE RUN N.00°43'32"W. FOR 113.01 FEET; THENCE RUN S.89°54'00"W. FOR 113.01 FEET; THENCE RUN S.00°43'32"E. FOR 282.98 FEET; THENCE RUN N.89°54'00"E. FOR 113.01 FEET; THENCE RUN S.00°43'32"E. FOR 6.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 27,429.27 SQ FT, MORE OR LESS.

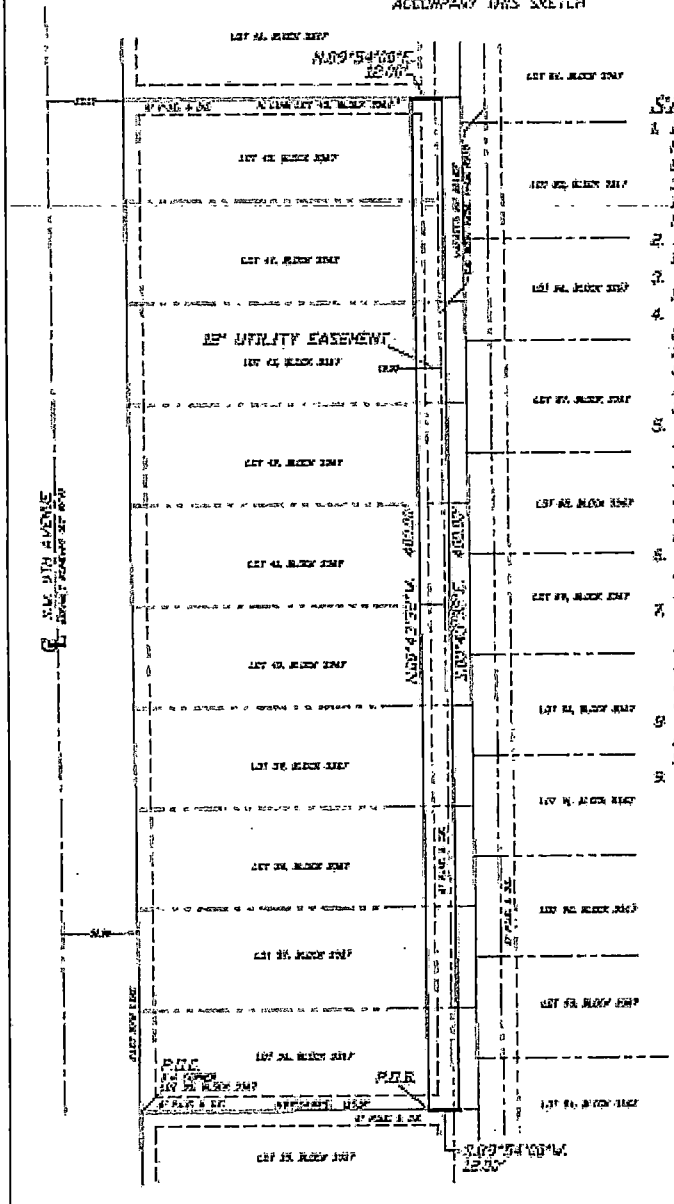
Exhibit "B" (Page 1 of 2)

SKETCH TO ACCOMPANY DESCRIPTION

12 FOOT WIDE UTILITY EASEMENT IN BLOCK 3367, CAPE CORAL, UNIT 65,

SECTION 10, TOWNSHIP 45 SOUTH, RANGE 23 EAST
(PLAT BOOK 21, PAGES 131-164)
PUBLIC RECORDS OF LEE COUNTY, FLORIDA

SEE EXHIBIT "A" SHEET 2 OF 2 FOR DESCRIPTION TO ACCOMPANY THIS SKETCH



SKETCH NOTES:

1. BASIS OF BEARING SHOWN HEREON TAKEN FROM THE EAST RIGHT-OF-WAY LINE OF S.W. 9TH AVENUE TERRACE, AS BEING "ASSUMED" AS N.00°43'32"W.
2. FIELD NOTES IN CAPE CORAL, BLOCK 3367.
3. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.
4. THIS CERTIFICATION IS ONLY FOR LANDS DESCRIBED HEREON. IT IS NOT A CERTIFICATION OF TITLE, ZONING OR FREEDOM OF ENCUMBRANCES.
5. THIS SKETCH DOES NOT CONSTITUTE A TITLE OR EASEMENT SEARCH AND WAS BASED ON DESCRIPTION FURNISHED BY CLIENT AND/OR FOUND MONUMENTATION IN THE FIELD.
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7. THIS MAP/SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
8. ALL BEARINGS AND DISTANCES ARE PLAT AND MEASURED, UNLESS OTHERWISE SHOWN.
9. THIS SKETCH IS INTENDED TO BE VIEWED AS AN 8½x14, 50 SCALE DRAWING.

LEGEND:

O.R.	OFFICIAL RECORDS BOOK
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
R/W	RIGHT-OF-WAY
℄	CENTERLINE
P.U.E.	PUBLIC UTILITY EASEMENT
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
D.E.	DRAINAGE EASEMENT

N

25 0 25 50 75
SCALE IN FEET

SHEET 1 OF 2
SEE SHEET 2 OF 2 FOR DESCRIPTION TO ACCOMPANY THIS SKETCH
NOT A BOUNDARY SURVEY

CC-1705-3367-37

HARRIS-JORGENSEN, INC.
3946 DEL PRADO BLVD. S.
CAPE CORAL, FL. 33904
239-257-2624

Exhibit "B" (Page 2 of 2)

Legal Description

12 FOOT WIDE UTILITY EASEMENT IN BLOCK 3367, CAPE CORAL, UNIT 65,

SECTION 10, TOWNSHIP 45 SOUTH, RANGE 23 EAST (PLAT BOOK 21, PAGES 151-164)

PUBLIC RECORDS OF LEE COUNTY, FLORIDA;

DESCRIPTION: UTILITY EASEMENT

COMMENCING AT THE SOUTHWEST CORNER OF LOT 36, BLOCK 3367 AND THE EAST RIGHT-OF-WAY LINE OF S.W. 9TH AVENUE (60 FEET WIDE), CAPE CORAL UNIT 65, AS RECORDED IN PLAT BOOK 21, PAGES 151-164, PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE RUN N.89°54'00"E. ALONG THE SOUTH LINE SAID LOT 36, BLOCK 3367 FOR 115.10 FEET TO THE POINT OF BEGINNING; THENCE RUN N.00°43'32"W. TO A POINT ALONG THE NORTH LINE OF LOT 45, OF SAID BLOCK 3367 FOR 400.00 FEET; THENCE RUN N.89°54'00"E FOR 12.00 FEET; THENCE RUN S.00°43'32"E. FOR 400.00 FEET; THENCE RUN S.89°54'00"W. FOR 12.00 FEET TO THE POINT OF BEGINNING.

CONTAINING: 4,800 SQ FT, MORE OR LESS.

Planning Division
City of Cape Coral

RESOLUTION 282-18
VP 18-0005

Cape Coral City Council Meeting

Final Public Hearing

January 7, 2019

Resolution 282-18

Owner: Skyline Self Storage, LLC

Rep: Joe Mazurkiewicz, BJM Consulting

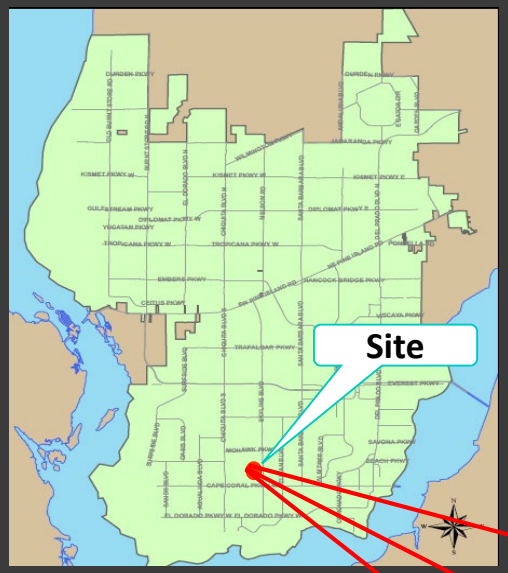
Request:

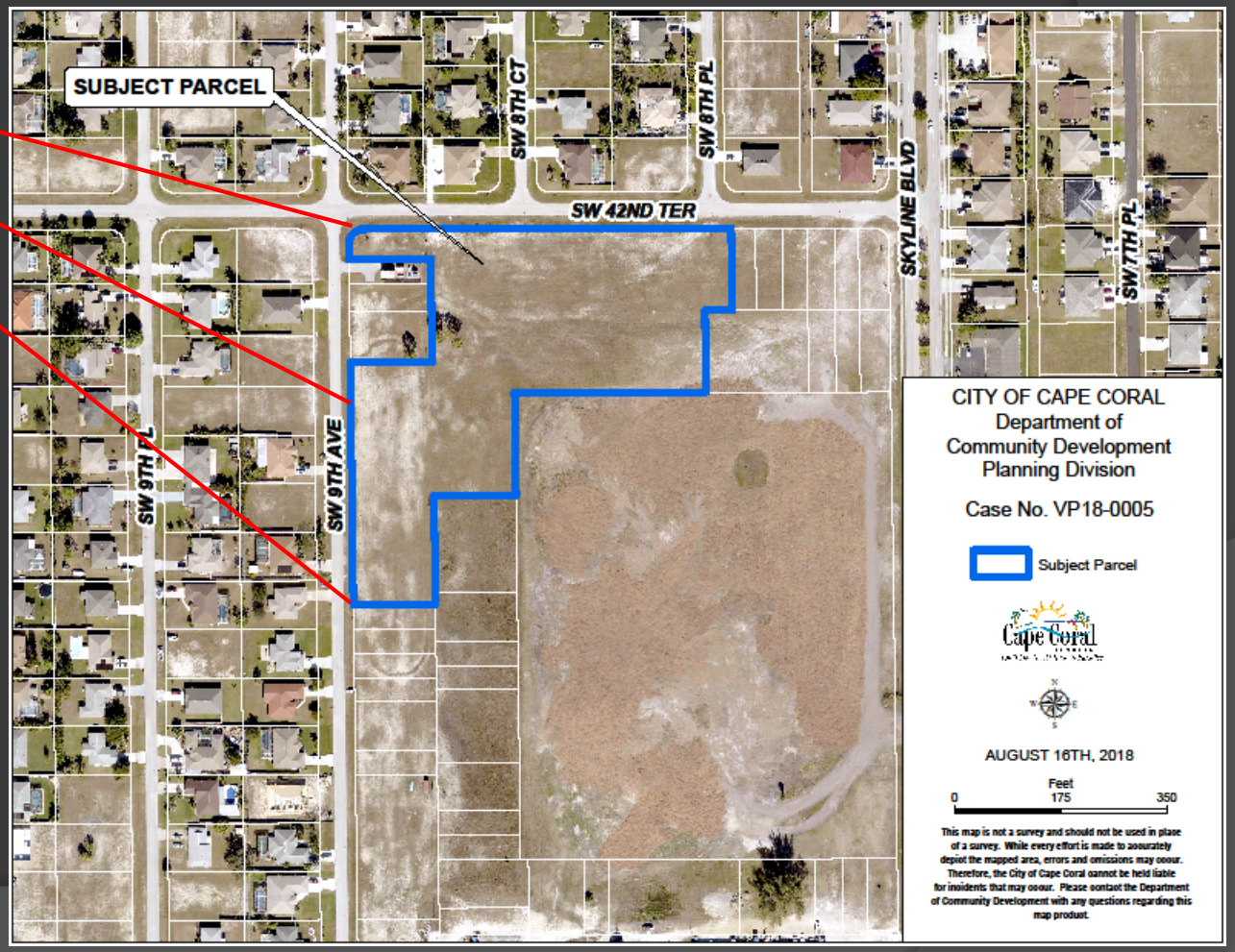
1) Vacate underlying easements associated with a vacated alley and walkway in Block 3367.

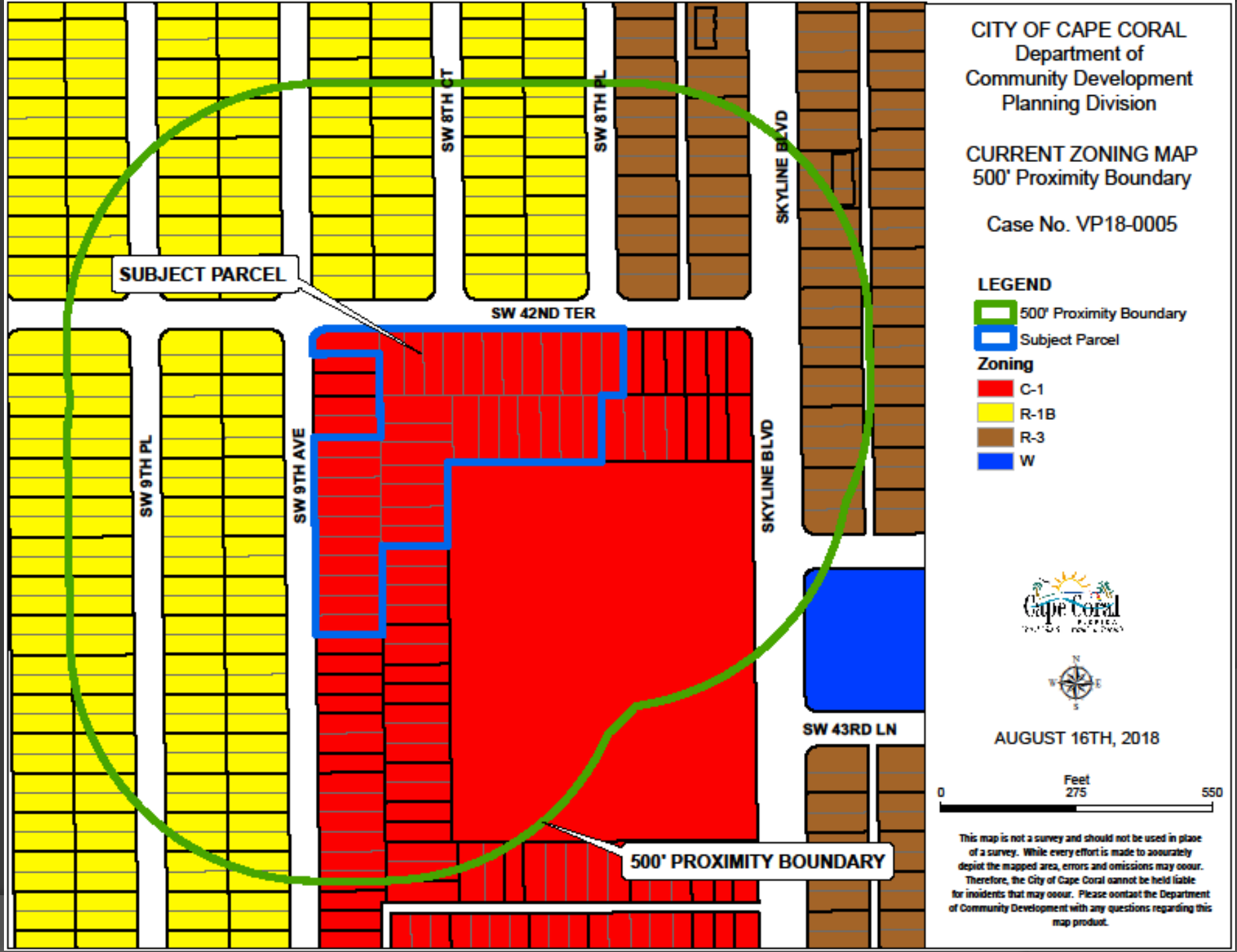
2) Vacate platted easements in Lots 36-45, 49-62, and 76-89.

3) Vacate internal lot lines in Lots 36-45, 49-62, and 76-89.

Resolution 282-18







CITY OF CAPE CORAL
Department of
Community Development
Planning Division

CURRENT ZONING MAP
500' Proximity Boundary

Case No. VP18-0005

LEGEND

- 500' Proximity Boundary
- Subject Parcel

Zoning

- C-1
- R-1B
- R-3
- W

AUGUST 16TH, 2018

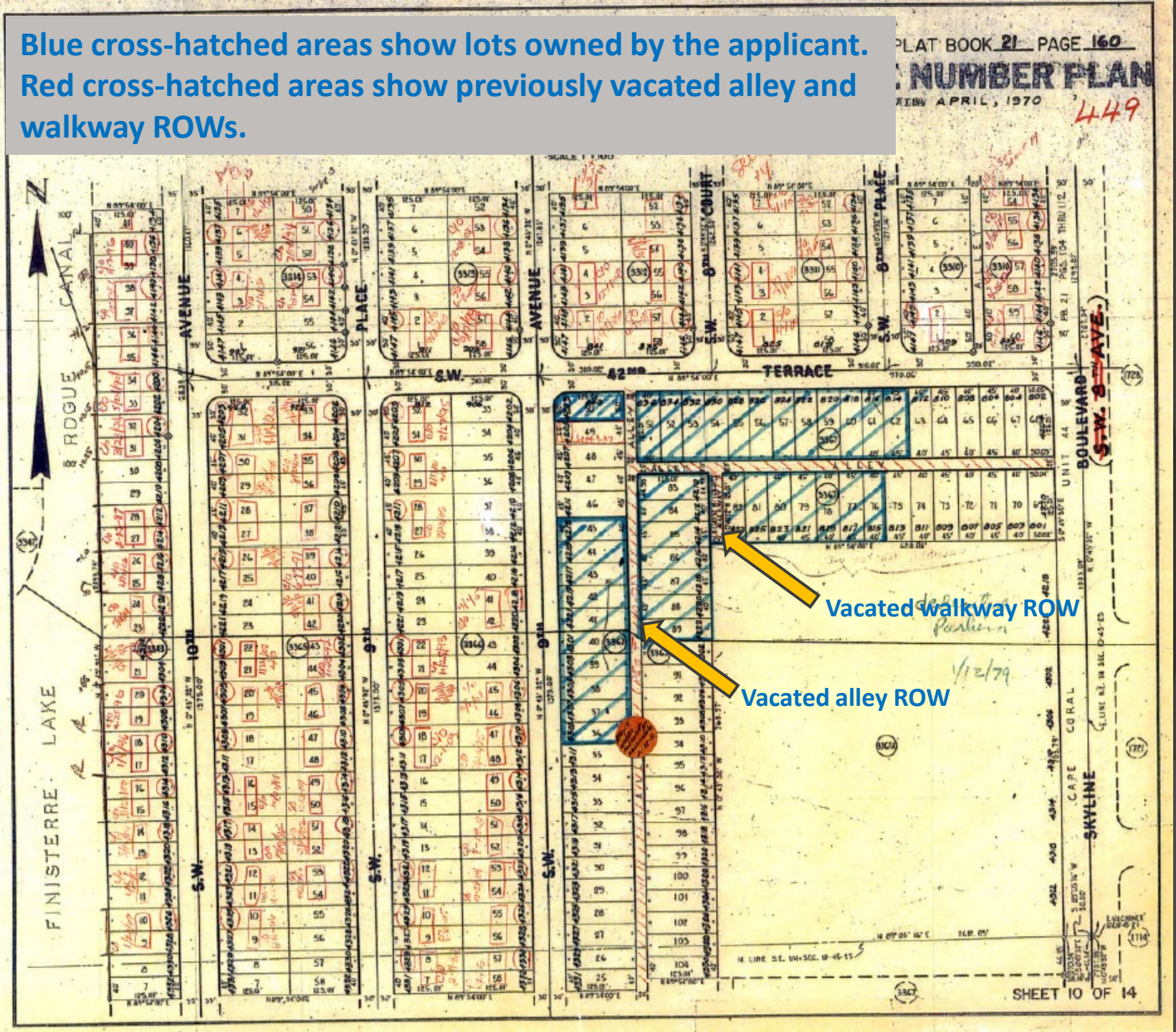
Feet
0 275 550

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 occur. Please contact the Department of Community Development with any questions regarding this map product.

Background

- The site is 4.85 acres and is adjacent to a deed-restricted City parking lot.
- The site is irregular and constitutes 37 lots that includes parts of a vacated alley and walkway.
- Vacations are sought to remove easements and lot lines to provide flexibility in developing the site.

Blue cross-hatched areas show lots owned by the applicant. Red cross-hatched areas show previously vacated alley and walkway ROWs.



Vacate Easements Underlying the Vacated Alley and Walkway (LUDR, Section 8.11)

- All easements occupy property owned by the applicant.
- Both the City and utility providers lack facilities in the easements.
- The vacation will eliminate easements occupying the middle of the parcel and will provide greater flexibility for developing the site.

Platted Easement Analysis (LUDR, Section 8.11)

- Platted easements are requested to be vacated for Lots 36-45, 51-62, and 76-89 in Block 3367.
- The City lacks facilities in all platted easements.
- The vacation will create a single parcel for new development that will be unencumbered by platted easements.
- The applicant will provide a 12-foot wide easement to protect overhead powerlines along the east side of Lots 36-45.
- A six-foot wide perimeter easement is recommended to provide for utility installation and maintenance.

Vacate Platted Lot Lines (LUDR, Section 8.11)

- Lot lines are requested to be vacated for Lots 36-45, 51-62, and 76-89 in Block 3367.
- The site can be developed without this vacation.
- Approval of this request may eliminate uncertainty on the part of developers, lenders, and insurers as to the suitability of the site for development.

Recommendations

Planning Division

Staff recommends approval.

Hearing Examiner

A public hearing was held before the Hearing Examiner on November 6, 2018. The Hearing Examiner recommends approval with staff conditions. No input from the public.

Correspondence

None.

Item Number:	**B.(2)**
Meeting Date:	**12/10/2018**
Item Type:	**ORDINANCES/RESOLUTIONS - Introductions**

AGENDA REQUEST FORM
CITY OF CAPE CORAL

TITLE:
Ordinance 80-18 (ZA 18-0007*) Set Public Hearing Date for January 7, 2019

REQUESTED ACTION:
Approve or Deny

STRATEGIC PLAN INFO:

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

PLANNING & ZONING/HEARING EXAMINER/STAFF RECOMMENDATIONS:
Hearing Examiner Recommendation: The Hearing Examiner recommends approval of the application for rezoning.
Staff Recommendation: Staff recommends approval.

SUMMARY EXPLANATION AND BACKGROUND:
An ordinance amending the City of Cape Coral Official Zoning District Map by rezoning property described as Lots 1-28 and 55-82, Block 3170, Cape Coral Unit 66, from Pedestrian Commercial (C-1) to Single-Family Residential (R-1B) zone; property located north of SW 28th Street, south of SW 26th Street, east of SW 9th Avenue, and west of SW 8th Court.

LEGAL REVIEW:
John E. Naclerio III, Assistant City Attorney

EXHIBITS:
Ordinance 80-18 (ZA 18-0007)
Hearing Examiner Recommendation Order
Back Up material from HEX Hearing
Staff presentation

PREPARED BY:
City

Division- Department- Attorney

SOURCE OF ADDITIONAL INFORMATION:
Chad Boyko, Principal Planner

ATTACHMENTS:

Description	Type
Ordinance 80-18 (ZA 18-0007)	Resolution
Hearing Examiner Recommendation Order	Backup Material
Back up material from HEX Hearing	Backup Material
Staff Presentation	Backup Material

ZA 18-0007

ORDINANCE 80 – 18

AN ORDINANCE AMENDING THE CITY OF CAPE CORAL OFFICIAL ZONING DISTRICT MAP OF ALL PROPERTY WITHIN THE LIMITS OF THE CITY OF CAPE CORAL BY REZONING PROPERTY DESCRIBED AS LOTS 1-28 AND 55-82, BLOCK 3170, CAPE CORAL UNIT 66, AS MORE PARTICULARLY DESCRIBED HEREIN, FROM PEDESTRIAN COMMERCIAL (C-1) TO SINGLE-FAMILY RESIDENTIAL (R-1B) ZONE; PROPERTY LOCATED NORTH OF SW 28TH STREET, SOUTH OF SW 26TH STREET, EAST OF SW 9TH AVENUE, AND WEST OF SW 8TH COURT; PROVIDING SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the City of Cape Coral City Council has considered testimony, evidence, documentation and the application submitted by SULLICO II, LLC, for rezoning the below-described property from PEDESTRIAN COMMERCIAL (C-1) TO SINGLE-FAMILY RESIDENTIAL (R-1B) ZONE, and considered the recommendations of the Hearing Examiner and City Staff, and has considered the City of Cape Coral Comprehensive Plan with this zoning request.

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

Section 1. That the City of Cape Coral Official Zoning District Map of all of the property within the limits of the City of Cape Coral is hereby amended with respect to real property described as follows:

PEDESTRIAN COMMERCIAL (C-1) TO SINGLE-FAMILY RESIDENTIAL (R-1B) ZONE

LOTS 1-27, BLOCK 3170, CAPE CORAL UNIT 66, ACCORDING TO PLAT THEREOF, RECORDED IN PLAT BOOK 22, PAGES 2 THROUGH 26, INCLUSIVE, PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

LOT 28, BLOCK 3170, CAPE CORAL UNIT 66, ACCORDING TO PLAT THEREOF, RECORDED IN PLAT BOOK 22, PAGES 2 THROUGH 26, INCLUSIVE, PUBLIC RECORDS OF LEE COUNTY, FLORIDA, ***LESS AND EXCEPT*** THAT PORTION OF SAID LOT 28 LYING WITHIN THE RIGHT OF WAY FOR THE EXTENSION OF SE 26TH STREET AS SET FORTH IN THAT CERTAIN PLAT OF HOME DEPOT ACCORDING TO THE MAP OR PLAT THEREOF AS BEARING OFFICIAL RECORDS INSTRUMENT # 2006000203514, PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

LOT 55, BLOCK 3170, CAPE CORAL UNIT 66, ACCORDING TO PLAT THEREOF, RECORDED IN PLAT BOOK 22, PAGES 2 THROUGH 26, INCLUSIVE, PUBLIC RECORDS OF LEE COUNTY, FLORIDA, ***LESS AND EXCEPT*** THAT PORTION OF SAID LOT 55 LYING WITHIN THE RIGHT OF WAY FOR THE EXTENSION OF SE 26TH STREET AS SET FORTH IN THAT CERTAIN PLAT OF HOME DEPOT ACCORDING TO THE MAP OR PLAT THEREOF AS BEARING OFFICIAL RECORDS INSTRUMENT # 2006000203514, PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

LOTS 56-82, BLOCK 3170, CAPE CORAL UNIT 66, ACCORDING TO PLAT THEREOF, RECORDED IN PLAT BOOK 22, PAGES 2 THROUGH 26, INCLUSIVE, PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

and the City administrative office shall amend the City of Cape Coral Official Zoning District Map to reflect this zoning change.

That the amendments to the City of Cape Coral Official Zoning District Map as prescribed herein are consistent with the City of Cape Coral Comprehensive Plan.

Section 2. Severability. In the event that any portion or section of this ordinance is determined to be invalid, illegal, or unconstitutional by a court of competent jurisdiction, such decision shall in no manner affect the remaining portions or sections of this ordinance which shall remain in full force and effect.

Section 3. Effective Date. This ordinance shall become effective immediately upon passage 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	_____	COSDEN	_____

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

_____
KIMBERLY BRUNS
INTERIM CITY CLERK

APPROVED AS TO FORM:

_____
JOHN E. NACLERIO III
ASSISTANT CITY ATTORNEY
ord\ZA18-0007

OFFICE OF THE HEARING EXAMINER, CITY OF CAPE CORAL

HEARING EXAMINER RECOMMENDATION

ZA HEX Recommendation 9-2018

Rendered October 16, 2018

DCD Case # ZA18-0007

APPLICATION FOR: Rezoning from Pedestrian Commercial (C-1) Zoning District to the Single Family (R-1B) Zoning District

NAME OF APPLICANT/OWNER: Sullico II, LLC, by Elaine M. Sullivan, Managing Member

APPLICANT'S REPRESENTATIVE: Linda Miller, AICP, Avalon Engineering

PROPERTY ADDRESSES AND LEGAL DESCRIPTIONS:
Parcels on SW 8th Court and SW 9th Avenue
Unit 66, Block 3170, Lots 1-28 and 55-82
STRAPS: As listed on Exhibit "A" which is attached hereto and hereby incorporated by reference.

CURRENT ZONING: Pedestrian Commercial (C-1)

PROPOSED ZONING: Single Family (R-1B)

FUTURE LAND USE CATEGORY: Single Family (SF)

URBAN SERVICES AREA: Transition

HEARING DATE: October 16, 2018

I. SUMMARY OF REQUEST

The applicant requests an amendment to the Zoning Map to change the designation of 6.42 acres from the Pedestrian Commercial (C-1) Zoning District to the Single Family (R-1B) Zoning District.

II. SUMMARY OF HEARING EXAMINER RECOMMENDATION

The Hearing Examiner recommends **approval** of the application for rezoning.

III. NOTICE OF HEARING

Based on the testimony of City Staff Chad Boyko at the Hearing, the Hearing Examiner finds that proper notice of this hearing was provided, in accordance with the requirements of Article VIII, Section 8.3, Public Hearings, of the City of Cape Coral Land Use and Development Regulations ("LUDRs").

IV. PARTICIPANTS IN HEARING

CITY STAFF: Chad Boyko, AICP [1]

CITY CLERK'S OFFICE: Kimberly Bruns

APPLICANT'S REPRESENTATIVE: Linda Miller, AICP[2]

MEMBERS OF PUBLIC: none

CORRESPONDENCE FROM PUBLIC: Staff testified that he did not receive any phone calls of inquiry or correspondence. The Applicant's Representative testified that Applicant contacted the neighboring property owners and received several telephone calls of support and no negative comments.

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

V. REVIEW OF STATUTORY AND LUDR REQUIREMENTS

Authority. Section 163.3194, F.S. and LUDR §9.3.b.9 require the Hearing Examiner to review and make a recommendation to City Council about consistency of a rezoning application to the City's adopted Comprehensive Plan and whether the requested rezoning should be granted.

Site Visit by Hearing Examiner. The Hearing Examiner conducted a site visit of the subject property prior to the Hearing, in accordance with the authority set forth in LUDR § 8.3.1.C.6.a.

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, City Code of Ordinances, and the LUDRs, upon review of the entirety of the record. It is Applicant's burden to prove that it does.

In rendering this Recommendation, the Hearing Examiner must consider all of competent substantial evidence in the record, as defined by LUDR § 8.3.1.C.3.b. Hearsay evidence may be used for the purpose of supplementing or explaining other evidence, but shall not be sufficient by itself to support a finding unless it would be admissible over objection in court.

---

[1] Based upon his prior testimony at hearings of this type and the recitation of his qualifications, certifications and education contained in his C.V. which is on file with the City Clerk's Office, the Hearing Examiner qualified Mr. Boyko as an expert witness for land planning issues relevant to this Hearing.

[2] Based upon her prior testimony at hearings of this type and the recitation of her qualifications, certifications and education contained in her C.V. which is on file with the City Clerk's Office, the Hearing Examiner qualified Ms. Miller as an expert witness for land planning issues relevant to this Hearing.

Rezoning Standards. In reviewing the rezoning application for consistency with the Comprehensive Plan of the City of Cape Coral, the Hearing Examiner must apply the general standards set forth in LUDR § 8.7.3.

VI. TESTIMONY AT HEARING

Applicant's Incorporation of Staff Report and Staff Testimony

The Applicant's Representative incorporated the Staff Report and Staff Testimony ("Staff Input") into her presentation and requested the Hearing Examiner to recommend that the City Council find Staff Input as findings of fact.

Hearing Examiner's Recommended Findings of Fact.

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

VII. DISCUSSION

Site and Surrounding Properties/Summary of Application

According to the Letter of Intent dated May 31, 2018, the subject Block is located south of Veterans Parkway and west of Skyline Boulevard, just south of the Home Depot Shopping Center, in southwestern Cape Coral.

The Letter further set forth that there are a total of 56 lots within Block 3170, of which 30 are owned by Applicant. This ownership comprises 53.5% of the Lots within this Block. As 51% is required to submit a Zoning Amendment Application, this request satisfies the City's prerequisite for submittal. In addition to the lots owned by Applicant, the Letter of Intent indicated that signed acknowledgments of support were received from four (4) other single family owners within the same block. [3]

Staff testified that 11 parcels in the block are developed with single-family homes, while the remaining parcels are undeveloped. Staff further testified that no other individual or business owns more than one parcel in the block and that most of the lots are a minimum of 10,000 square feet in size. The Applicant's Representative testified that utilities are currently available to the site.

Staff further testified that the subject site is bounded by four local streets; SW 26th Street to the north, SW 8th Court to the west, SW 28th Street to the south, and SW 9th Avenue to the east. Surrounding development consists of a Home Depot to the north and a combination of single-family homes and undeveloped parcels to east, west, and south. The Home Depot site was a part of Block 3170[4]

[3] Their names are set forth in the Letter of Intent.
[4] Prior to re-plat.

prior to the development being approved and subdivided by a Planned Development Project (PDP) in 2005.

Staff testified that the parcels in Block 3170 have gone through several future land use and zoning changes in the past. The Block was designated as Single-Family/Multi-Family (SM) upon the adoption of the Comprehensive Plan in 1989. In two separate amendments in 2002 and 2005, the future land use of the parcels was amended from SM to Commercial/Professional (CP).

Similarly, two separate rezones in 2002 and 2008 changed the zoning within the block from Single-Family Residential (R-1B) to Pedestrian Commercial (C-1). The future land use and zoning amendments were sought by a previous owner who owned most of the parcels in Block 3170.

In 2018, Ordinance 42-18 amended the future land use of the site to Single-Family Residential (SF). Applicant then sought the amendment to build more single-family homes in the block, however, the zoning for the site needed to be amended as well.

The Applicant's Letter of Intent set forth that following the Home Depot's development, the commercial vision to incorporate this 6.42 acre property into the current shopping center diminished, as commercial interests no longer look favorably on a second phase of this center for another big box or, alternatively, several anchor retail stores plus additional out-parcels.[5]

Staff testified regarding the adjacent sites as follows, with the table below included in the staff report on page 2: [6]

Site:	***Future Land Use***	***Zoning***
Current:	**Single-Family Residential (SF)**	**Pedestrian Commercial (C-1)**
Proposed:	**N/A**	**Single-Family Residential (R-1B)**
	Surrounding Future Land Use	***Surrounding Zoning***
North:	**Commercial/Professional (CP)**	**C-1**
South:	**SF**	**R-1B**
East:	**CP**	**C-1**
West:	**SF**	**R-1B**

Consideration of General Standards Set Forth in LUDR Section 8.7.3

1. *The extent to which the value of the property is diminished by the proposed land use restriction or zoning of the property.*

[5] Page one of the Letter of Intent from Applicant, dated May 31, 2018.
[6] This table was included in the Staff Report dated October 9, 2018.

Staff testified that the proposed change in zoning districts would decrease the number of uses permitted of-right or by special exception and could therefore affect the value of the property, although staff further testified that Applicant's desire for rezoning needs to be considered herein. The Applicant's Representative testified that the property cannot be developed as commercial property due to the nature of the nearby big-box store. She cites market studies prepared by various developers of national chains as support, in that she said they show that commercial developers do not favor retail development of this type due to the linear distance from Skyline Boulevard.[7] Accordingly, rezoning to a residential zoning district will facilitate development of this land and increase its value.

The Hearing Examiner recommends that City Council find that the value of the property **will not be diminished** by the 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 Applicant's Representative testified that the proposed rezoning would allow the existing single family homes to rebuild in case of a catastrophic event or other emergency. She further testified that this site has had the ability, over the years, to develop with commercial uses and has not done so.

For the reasons set forth above, the Hearing Examiner recommends a finding by the City Council that 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.*

The Hearing Examiner incorporates the suggested findings of fact set forth in Conditions 1 and 2 above.

Based on such testimony, the Hearing Examiner recommends that City Council find that the property **is not suitable** for the current zoning but is **well suited** for the proposed rezoning.

4. *The character of the neighborhood, existing uses, zoning of nearby and surrounding properties, and compatibility of the proposed land use restriction or zoning.*

At the hearing, the Applicant's Representative testified that the character and uses of the neighborhood consist of a majority of the area to the west and south of this Block being single family residential.

[7] She testified that Block 3170 is located 634 feet from Skyline Boulevard.

Commercial zoning with vacant and development parcels are closer to Skyline Boulevard. The current uses within this area consist of a Home Improvement Store, automotive services (repair and parts store), fast food restaurant (Dairy Queen), convenience store with gas pumps, a bank, a variety store and many single family homes.

The existing commercial square footage fronts on Skyline Blvd, with residential located at least 634 feet from Skyline Blvd and 1068 feet from Veteran's Parkway.

The Applicant's Representative testified that, in her expert opinion, the uses represented by the immediately surrounding properties are compatible with the proposed rezoning.

For the reasons set forth above, 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 Applicant's Representative testified that there would be a positive effect in amending the zoning for Block 3170, in that the property would have a better chance of being developed within the next few years, which would increase the City's tax base and provide an increase in the amount and type of housing products available within the Cape.

She further testified that the redevelopment of the existing Shopping Center to incorporate and integrate the proposed parcel, as required to create a commercial node and a unified development, is unlikely, thus leaving this Block isolated from the existing commercial, without visibility and direct access to a major street.

After considering the above factors, 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.*

The Applicant's Representative testified that the community need is to protect existing single family homes and to encourage new residential investment and redevelopment.

Based on the foregoing testimony, 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.*

   As set forth above, the subject block was zoned commercial in 2001. The Applicant's Representative testified that the Block has been marketed as available commercial property since 2001 and there has been no interest in the development of this parcel for a commercial use, due to the lack of frontage along a major street.

8. *The extent to which the proposed land use restriction or zoning promotes the health, safety, morals, or general welfare of this community.*

   The Applicant's Representative testified that the proposed rezoning will provide the City with additional housing options in an area close to public transit, adjacent to shopping and within walking distance of job opportunities.

   Based upon the foregoing, the Hearing Examiner recommends that City Council find that this rezoning **will promote** the 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 testified that the subject parcels have access to centralized water, sewer and irrigation services and that the level of service standards for utilities, roads, and public services are anticipated to be unaffected by this rezone.

   The Hearing Examiner recommends that City Council find the proposed rezoning will have **no negative impact** on level of service standards for public facilities hereunder.

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.*

    Comprehensive Plan

    The site has a future land use designation of Single-Family Residential (SF) which is described in the Comprehensive Plan Chapter 4, Policy 1.15 as:

    Single-Family Residential. Sites of 10,000 square feet and greater, with densities not to exceed 4.4 units per acre.

Both the Applicant's Representative and staff testified that the proposed rezoning is consistent with this Policy.

A summary of Policy 1.14 Commercial Siting Guidelines, with staff's comments is set forth below:

Commercial Siting Guidelines. Policy 1.14 contains eight commercial siting guidelines. Overall, the site is consistent with three guidelines (major intersection, adequate depth, compactness); partially consistent with three guidelines (assembly, intrusion, ownership pattern). The site is not consistent with two of the guidelines (access, integration). The guidelines are meant to provide a compatibility analysis for potential commercial development and corresponding future land use amendments or rezones.

For all of the above reasons, 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.

VIII. RECOMMENDATIONS

Based upon the testimony and documentary exhibits presented during the Hearing, the Hearing Examiner recommends that:

1. the City Council find the requested rezoning is consistent with the requirements of the Comprehensive Plan of the City of Cape Coral; and

2. the City Council **approve** the requested rezoning.

This Recommendation is effective on the date specified below.

HEARING EXAMINER OF THE CITY OF CAPE CORAL, FLORIDA

ANNE DALTON, ESQUIRE

10/16/18
DATE

ATTEST:
Rebecca Van Deutekom
CITY CLERK

Exhibit A p1 of 2

Zoning Map Amendment Application - Block 3170

Legal Description

Lots 1-27, Block 3170, CAPE CORAL UNIT 66, according to plat thereof, recorded in Plat Book 22, Pages 2 through 26, inclusive, Public Records of Lee County, Florida.

Lot 28, Block 3170, CAPE CORAL UNIT 66, according to plat thereof, recorded in Plat Book 22, Pages 2 through 26, inclusive, Public Records of Lee County, Florida, ***less and except*** that portion of said Lot 28 lying within the right of way for the extension of SE 26th Street as set forth in that certain plat of Home Depot according to the map or plat thereof as bearing Official Records Instrument # 2006000203514, Public Records of Lee County, Florida.

Lot 55, Block 3170, CAPE CORAL UNIT 66, according to plat thereof, recorded in Plat Book 22, Pages 2 through 26, inclusive, Public Records of Lee County, Florida, ***less and except*** that portion of said Lot 55 lying within the right of way for the extension of SE 26th Street as set forth in that certain plat of Home Depot according to the map or plat thereof as bearing Official Records Instrument # 2006000203514, Public Records of Lee County, Florida.

Lots 56-82 , Block 3170, CAPE CORAL UNIT 66, according to plat thereof, recorded in Plat Book 22, Pages 2 through 26, inclusive, Public Records of Lee County, Florida.

Block 3170	56 Lots (22 Developed -34 Undeveloped -30 are owned by Sullico II, LLC)			
Strap	**Improved**	**Lot**	**Address**	**Owner**
344423C2031700560	No	55, 56	2606 SW 8TH CT	INA GROUP LLC
344423C2031700570	No	57, 58	2608 SW 8TH CT	SULLICO II LLC
344423C2031700590	No	59, 60	2612 SW 8TH CT	SULLICO II LLC
344423C2031700610	No	61 - 63	2618 SW 8TH CT	SULLICO II LLC
344423C2031700640	No	64 - 66	2624 SW 8TH CT	SULLICO II LLC
344423C2031700670	No	67 - 69	2630 SW 8TH CT	SULLICO II LLC
344423C2031700700	No	70 - 72	2702 SW 8TH CT	SULLICO II LLC
344423C2031700730	Yes	73, 74	2706 SW 8TH CT	CAVANAUGH CYNTHIA A
344423C2031700750	Yes	75, 76	2710 SW 8TH CT	HANCOCK FRANCIS J
344423C2031700770	Yes	77, 78	2714 SW 8TH CT	2311803 ONTARIO INC
344423C2031700790	No	79, 80	2718 SW 8TH CT	SULLICO II LLC
344423C2031700810	No	81, 82	2722 SW 8TH CT	SULLICO II LLC
344423C2031700010	No	1, 2	2723 SW 9TH AVE	SULLICO II LLC
344423C2031700030	Yes	3, 4	2719 SW 9TH AVE	ARROW RE SUB 1 LLC
344423C2031700050	Yes	5, 6	2715 SW 9TH AVE	EQUITY TRUST COMPANY
344423C2031700070	No	7, 8	2711 SW 9TH AVE	SULLICO II LLC
344423C2031700090	Yes	9, 10	2707 SW 9TH AVE	ODDY JEFFREY A
344423C2031700110	Yes	11, 12	2703 SW 9TH AVE	NORTHUP SCOTT E
344423C2031700130	Yes	13, 14	2633 SW 9TH AVE	SASH THOMAS W
344423C2031700150	Yes	15, 16	2629 SW 9TH AVE	FLICK MARIA ROSA
344423C2031700170	No	17, 18	2625 SW 9TH AVE	SULLICO II LLC
344423C2031700190	Yes	19, 20	2621 SW 9TH AVE	KEMP STEPHEN G + ELLEN K
344423C2031700210	No	21, 22	2617 SW 9TH AVE	SULLICO II LLC
344423C2031700230	No	23, 24	2613 SW 9TH AVE	SULLICO II LLC
344423C2031700250	Yes	25, 26	2609 SW 9TH AVE	MCCRACKEN RANDY + MARLENE J
344423C2031700270	No	27, 28	2607 SW 9TH AVE	LJH INVESTMENTS LLC

Exhibit "A" P. 2 of 2

Cape Coral
FLORIDA

DEPARTMENT OF COMMUNITY DEVELOPMENT
REQUEST FOR REZONING APPLICATION
Questions: 239-574-0776

Case # ZA18-0007

REQUEST FOR A REZONING

FEE $2,050.00 first 3 acres plus $220.00 each additional acre over 3 up to 20 acres; $22.00 per acre over the first 20 acres. In addition to the application fee, all required advertising costs are to be paid by the applicant (ORD 39-03, Sec. 5.4). Advertising costs will be billed and must be paid prior to hearing.

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

OWNER OF PROPERTY
Sullico, LLC
Address: 15946 Double Eagle Drive
City Morrison State: CO Zip 80465
Email:
Phone:

AUTHORIZED REPRESENTATIVE
Avalon Engineering, Inc
Address: 2503 Del Prado Blvd Suite 200
City Cape Coral State: FL Zip 33904
Email: linda@avaloneng.com
Phone: 239-573-2077

Unit 66 Block 3170 Lot(s) List Subdivision Cape Coral
Address of Property Parcels on SW 8th Court and SW 9th Avenue
Current Zoning C-1 Plat Book 23 , Page 23
Proposed Zoning R-1B Strap Number See Listing

THIS APPLICATION SHALL ALSO HAVE ANY ADDITIONAL REQUIRED SUPPORTING DOCUMENTS
The owner of this property, or the applicant agrees to conform to all applicable laws of the City of Cape Coral and to all applicable Federal, State, and County laws and certifies that all information supplied is correct to the best of their knowledge.

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

Cape Coral FLORIDA

DEPARTMENT OF COMMUNITY DEVELOPMENT
REQUEST FOR REZONING APPLICATION
Questions: 239-574-0776

Case # ZA18-0007

(SIGNATURE MUST BE NOTARIZED)

Sullico II LLC

Elaine M. Sullivan, Managing Member
NAME (PLEASE TYPE OR PRINT)

Elaine M. Sullivan, Managing Member
APPLICANT'S SIGNATURE

STATE OF Colorado, COUNTY OF Jefferson

Sworn to (or affirmed) and subscribed before me this 16th day of May, 2018, by Elaine M Sullivan who is personally known or produced Florida Drivers License as identification.

Exp. Date: 04/22/2022 Commission Number: 20024013317

Signature of Notary Public: Kristen Lahey

Printed name of Notary Public: Kristen Lahey

SIGNATURE MUST BE NOTARIZED)

KRISTEN LAHEY
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20024013317
MY COMMISSION EXPIRES APRIL 22, 2022

Cape Coral
FLORIDA

DEPARTMENT OF COMMUNITY DEVELOPMENT
REQUEST FOR REZONING APPLICATION
Questions: 239-574-0776

Case # ZA18-0007

AUTHORIZATION TO REPRESENT PROPERTY OWNER(s)

PLEASE BE ADVISED THAT Avalon Engineering Inc
(Name of person giving presentation)

IS AUTHORIZED TO REPRESENT ME IN THE REQUEST TO THE HEARING EXAMINER, OR CITY COUNCIL FOR Zoning Map Amendment
(Type of Public Hearing – i.e., PDP, Zoning, Special Exception, Variance, etc.)

UNIT 66 BLOCK 3170 LOT(S) Listing SUBDIVISION

OR LEGAL DESCRIPTION _____

LOCATED IN THE CITY OF CAPE CORAL, COUNTY OF LEE, FLORIDA.

Sullico II LLC

Elaine M. Sullivan, Managing Member
PROPERTY OWNER (Please Pint)

Elaine M. Sullivan, Managing Member E.S.
PROPERTY OWNER (Please Print)

Elaine M. Sullivan, Managing Member
PROPERTY OWNER (Signature & Title)

N/A
PROPERTY OWNER (Signature & Title)

STATE OF Colorado COUNTY OF Jefferson

Subscribed and sworn to (or affirmed) before me this 16th day of May, 2018, by Elaine M. Sullivan who is personally known or produced Florida drivers license as identification.

Exp. Date: 04/22/2022 Commission Number: 20024013317

Signature of Notary Public: Kristen Lahey

Printed name of Notary Public: Kristen Lahey

KRISTEN LAHEY
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20024013317
MY COMMISSION EXPIRES APR 22, 2022

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

Cape Coral
FLORIDA

DEPARTMENT OF COMMUNITY DEVELOPMENT
REQUEST FOR REZONING APPLICATION
Questions: 239-574-0776

Case # 2018-0007

ACKNOWLEDGEMENT FORM

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

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

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

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

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

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

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

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

I hereby acknowledge that I have read and understood the above affidavit on the ___ day of _____, 20 18

Sullico II LLC

Elaine M. Sullivan, Managing Member
NAME (PLEASE TYPE OR PRINT)

Elaine M. Sullivan, Managing Member
APPLICANT'S SIGNATURE

STATE OF Colorado. COUNTY OF Jefferson

Subscribed and sworn to (or affirmed) before me this 16th day May, 20 18, by Elaine M. Sullivan who is personally known or Florida drivers license as identification.

Exp. Date: 04/22/2022 Commission Number: 20024013317

Signature of Notary Public: Kristen Lahey

Printed name of Notary Public: Kristen Lahey

KRISTEN LAHEY
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20024013317
MY COMMISSION EXPIRES APRIL 22, 2022

Cape Coral FLORIDA

DEPARTMENT OF COMMUNITY DEVELOPMENT
REQUEST FOR REZONING APPLICATION
Questions: 239-574-0776

Case # ZA18-0007

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

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

I have read the above requirement and agree to comply with this provision.

Sullivan II LLC

Elaine M. Sullivan, Managing Member
OWNER/APPLICANT (PLEASE TYPE OR PRINT)

Elaine M. Sullivan Managing Member
OWNER/APPLICANT SIGNATURE

(SIGNATURE MUST BE NOTARIZED)

STATE OF Colorado **COUNTY OF** Jefferson

Sworn to (or affirmed) and subscribed before me on this 16th day of May, 2018
by Elaine M. Sullivan, who is personally known or who has produced Florida drivers license as identification.

Exp. Date 04/22/2022
Commission # 20024013317

Kristen Lahey
Signature of Notary Public

Kristen Lahey
Print Name of Notary Public

KRISTEN LAHEY
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20024013317
MY COMMISSION EXPIRES APRIL 22, 2022

Detail by Entity Name

Florida Limited Liability Company
SULLICO II, LLC

Filing Information

Document Number	L13000173163
FEI/EIN Number	46-5305473
Date Filed	12/16/2013
Effective Date	12/12/2013
State	FL
Status	ACTIVE

Principal Address

83 OCEAN DRIVE
PUNTA GORDA, FL 33950

Mailing Address

83 OCEAN DRIVE
PUNTA GORDA, FL 33950

Changed: 03/02/2015

Registered Agent Name & Address

SULLIVAN, ELAINE M
83 OCEAN DRIVE
PUNTA GORDA, FL 33950

Authorized Person(s) Detail

Name & Address

Title MGRM

SULLIVAN, ELAINE M
83 OCEAN DRIVE
PUNTA GORDA, FL 33950

Annual Reports

Report Year	Filed Date
2015	03/02/2015
2016	02/12/2016
2017	01/20/2017

Document Images

01/20/2017 -- ANNUAL REPORT	View image in PDF format
02/12/2016 -- ANNUAL REPORT	View image in PDF format
03/02/2015 -- ANNUAL REPORT	View image in PDF format
04/18/2014 -- ANNUAL REPORT	View image in PDF format
12/16/2013 -- Florida Limited Liability	View image in PDF format

Avalon Engineering, Inc.
2503 Del Prado Boulevard South, Suite 200
Cape Coral, Florida 33904
Phone: (239) 573-2077 Fax: (239) 573-2076
#AA C001936 #EB 0003128

May 31, 2018

Mr. Vince Cautero, Director
Department of Community Development
City of Cape Coral
1015 Cultural Park Boulevard
Cape Coral, Florida 33990

PROJECT: BLOCK 3170 LOTS 1-28 & 55-82

SUBJECT: ZONING AMENDMENT LETTER OF INTENT

Dear Mr. Cautero:

As provided for in Section 8.7 of the City of Cape Coral Land Use and Development Regulations, and on behalf of a property owner within Block 3170, Sullico II LLC, we respectfully request an amendment to the Zoning Map to change the designation of the subject 6.42 acres within Block 3170 for Lots 1-28 and 55-82. The subject property has a Land Use designation of SF (Single Family). The applicant is requesting to amend the zoning from C-1 (Pedestrian Commercial) to R-1 (Single Family).

In addition to the applicant for this case, we have also received signed acknowledgements of support from four (4) other single family home owners within this Block, Jeffrey Oddy, Cynthia Cavanaugh, Equity Trust Company for Katherine Davis, and Maria Rosa Flick.

The subject Block is located south of Veterans Parkway and west of Skyline Blvd, just south of the Home Depot Shopping Center in Section 34, Township 44E, and Range 23 S in the SW Section of Cape Coral. There are a total of 56 Lots within Block 3170. The applicants, Sullico II, LLC owns thirty (30) Lots, for a total ownership of 53.5% of the Lots within this Block. 51% is required for the submittal of a Zoning Amendment Application.

In 2001, the Land Use and Zoning were amended for this Block and four (4) other Blocks, north to Veterans Parkway and east to Skyline Blvd, from SF (Single Family) to CP (Commercial Professional), in order to support a large commercial subdivision that was planned to contain two (2) Big Box developments, several national anchor stores, some local space, and outparcels fronting Skyline Blvd. As a result of the development of the Home Depot, the vision to incorporate this 6.42 acres into the current Shopping Center diminished, as commercial interest no longer looks favorable on a second phase of this center, for an another big box, or a couple of anchor retail stores and additional out-parcels.

Twenty-two (22) Lots (or 39% of this Block) are developed with Single Family Homes, all of which were constructed prior or during the Land Use and Zoning Amendments to commercial. No new Single Family Homes have been constructed on Block 3170 since the Land Use and Zoning was amended, as the City's C-1 (Pedestrian Commercial) Zoning does not permit single family development.

Development Blocks to the west 3172, 3171, and 3166, currently have single family development consisting of between 58% to 75%, with new single family building permits being submitted monthly within this area.

Market Studies, that have been prepared by developers of National Chains, over and over since 2003, indicate that retail development is not conducive on this Block, due to the linear distance from Skyline Blvd, however, there is much developer interest in expanding on the success of the single family development to the west of the site.

Commercial development has occurred on Blocks that have Lots fronting Skyline Blvd. Since the Lots fronting Skyline have been developed, it is not feasible for Block 3170, which is located 634 feet from Skyline Blvd to be developed with commercial uses.

Please accept this evaluation of the propose amendment with respect to determining consistency with these General Standards:

1. The extent to which the value of the property is diminished by the proposed land use restriction or zoning of the property;

   The value of the property will not be diminished with the proposed Zoning Amendment. Prior to approval of the Zoning Amendment to commercial within this area of the Cape, including Block 3170, Blocks that did not front Skyline Blvd were designated as Single Family.

   Eleven (11) Single Family homes were constructed within Block 3170 prior to the approval of the Zoning Amendment to Commercial Professional.

   All parcels within this area have been assessed for City water, wastewater, and irrigation. Due to the commercial zoning and land use owners of the Lots within Block 3170, are currently not able to permit a single family home on their parcel.

   The Zoning Amendment to commercial zoning was approved in 2001, and for seventeen years this Block has been available for commercial development. Commercial development has occurred only along Skyline Blvd and the corner of Veterans Parkway and Skyline Blvd. Since commercial development has not occurred, it is necessary to consider the needs of the existing homeowners within this Block.

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 proposed change will allow the existing single family homes to be a permitted use with the ability to rebuild in case of an natural event or an emergency. The amendment would have little effect on the existing or future commercial development, since this site, over the years, has had the ability to develop with commercial uses and has not.

3. The suitability of the property for the zoning purpose or land use restriction imposed on the property as zoned;

   Block 3170 is adjacent to other existing single family zoned Blocks, directly to the west and behind the Shopping Center. The proposed zoning amendment would not only be suitable for this Block, but it will provide the current homeowners a sense of security that they deserve, as their existing home will be a permitted use and the homeowners will know that they will have only single family uses constructed adjacent to them. The current single family home owners within this Block have been living with the uncertainty of not knowing what would be built next or in close proximity to them since 2001.

4. The character of the neighborhood, existing uses, zoning of nearby and surrounding properties, and compatibility of the proposed land use restriction or zoning;

   The character of the neighborhood consists of a majority of the area being single family residential with commercial zoned vacant and development parcels fronting Skyline Blvd. The current uses consist of a Home Improvement Store, automotive services (repair and parts store), fast food restaurant (Dairy Queen), convenience store with gas pumps, a bank, and a variety store. The existing commercial square footage fronts on Skyline Blvd, with residential located at least 634 feet from Skyline Blvd and 1068 feet from Veteran's Parkway.

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;

   There would be a positive effect in amending the zoning for Block 3170. The property would have a better chance of being developed within the next few years, which would increase the City's tax base and provide an increase in the amount and type of housing products available within the Cape.

The redevelopment of the existing Shopping Center to incorporate and integrate the proposed parcel, as required to create a commercial node and a unified development, is unlikely, thus leaving this Block isolated from the existing commercial, without visibility and direct access to a major street.

6. The community need for the use proposed by the zoning or land use restriction;

   Block 3170 was originally designated for Single Family use. The Block contains 11 single family homes. Over the last 17 years, the character of the Block has not changed. The community need is to protect the existing Single Family homes within this Block and to encourage investment and development rather than foster an area that can't invest in the improvements to their developed properties, thus allowing for the possibility of Blight.

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;

   The Block was zoned commercial in 2001. This Block has been marketed as available commercial property since that date. There has been no interest in the development of this parcel for a commercial use, due to the lack of frontage along a major street.

8. The extent to which the proposed land use restriction or zoning promotes the health, safety, morals, or general welfare of this community;

   The proposed zoning from C-1 (Pedestrian Commercial) to R-1B (Single Family) will provide the City of Cape Coral with additional housing options in an area, which are in close proximity to public transit, adjacent to shopping and within walking distance of job opportunities.

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; and

   This proposed zoning change from C-1 (Pedestrian Commercial) to R-1B (Single Family) will not degrade the level of service of any public facility below the adopted level of service. In addition, the peak hour trips associated with the number of Single Family homes that would be able to be developed is less than the peak hour trips associated with retail, commercial service, or even a mini-warehouse use.

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.

Policy 1.13 of the City's Future Land Use Element of the Comprehensive Plan states that commercial nodes should be located around or in the vicinity of intersection of major city roadways.

Block 3170 is over 634 feet away from a major city roadway and over 1068 feet from the intersection. This Block would not be considered a commercial node. Commercial uses are not consistent with this Policy.

Policy 1.14 of the City's Future Land Use Element of the Comprehensive Plan states that the benefits derived by having commercial properties located in the vicinity of the intersection diminish with distance from the intersection and whether the subject property represents a new commercial property or an expansion of an existing commercial area.

New commercial properties should preferably be located adjacent to the intersection, while commercial properties that clearly represent an expansion of an existing commercial area can be any distance from the intersection, provided that such properties are integrated with existing properties.

The subject property currently has a zoning designation of commercial. If a commercial development were to occur on this site it would be considered new development according to Policy 1.14 and as such this new commercial development would not meet the requirements of this policy, which is to be located in the vicinity of the intersection. Commercial uses are not consistent with this Policy.

Policy 1.14 of the City's Future Land Use Element of the Comprehensive Plan states that in the City of Cape Coral there are two ideal access provisions for a commercial property a) Access via a platted City parking area and b) Direct access onto an arterial or collector roadway having an adopted City access management plan. If a subject property would meet the requirements for one or more of these provisions, the creation of a commercial future land use at the proposed location should be encouraged.

Block 3170 property currently has a zoning designation as commercial. If a commercial development were to develop on this site the development would not meet the requirements of this policy as it does not meet either ideal access provisions. The subject parcel should be encouraged to develop with a single family use and not a commercial use. Commercial uses are not consistent with this Policy.

The Commercial Corridor Study identified 17 separate commercial corridors within the City of Cape Coral. Each of these Corridors will require a certain amount of commercial square footage to meet the needs of that particular area, and that each of those Corridor areas should be viewed separately to determine those needs. Additional commercial land that is available within one corridor may not provide a benefit if not within an area needing commercial space nor within an area without a commercial market, as commercial is market driven.

This Block should be considered additional commercial land that is in an area that has existing commercial square footage and without a commercial market, as such this Block would be best suited for residential development.

Policy 1.15.a Single Family Residential: Sites of 10,000 square feet and greater, with densities not to exceed 4.4 units per acre.

Lots within this Block are consistent with the requirements for Single Family Development.

Single Family Land Use Advantages for this Block:

1) This Block contains existing single family homes.

2) This Block is located within a centralized area and has a large percentage of commercial square footage already developed within this corridor.

3) This Block has accessibility to public transit.

4) A single family zoning will encourage improvements to the existing single family homes, and allow the owners to obtain home mortgages and home insurance since the SF use will be permitted.

5) The change in zoning will allow the owners of the existing homes to market their properties as single family homes rather than future investment properties. This will create a more stable neighborhood with more owner occupied homes.

6) The subject parcel is located out-side of the Coastal High Hazard Area and would be permitted to request a residential zoning.

7) The Block is currently platted into single family lots, typical of Cape Coral, with enough land area to support a single family home and individual amenities (pools, playgrounds, barbeque areas, etc). In addition, these lots have access to City utilities.

On behalf of the applicant, Avalon has reached out to each homeowner within this Block with two direct mailings explaining the request within this application to amend the Zoning on this Block. Avalon has not received any unfavorable response to this zoning change from the homeowners within this Block. Should you or your staff have questions or require additional information, please let us know.

Sincerely,

AVALON ENGINEERING, INC.

Linda Miller, AICP
Senior Planner

G:\2017\17-250\Zoning Map Amendment\Zoning Amendment Letter of Intent.doc

Exhibit A

Zoning Map Amendment Application - Block 3170

Legal Description

Lots 1-27, Block 3170, CAPE CORAL UNIT 66, according to plat thereof, recorded in Plat Book 22, Pages 2 through 26, inclusive, Public Records of Lee County, Florida.

Lot 28, Block 3170, CAPE CORAL UNIT 66, according to plat thereof, recorded in Plat Book 22, Pages 2 through 26, inclusive, Public Records of Lee County, Florida, ***less and except*** that portion of said Lot 28 lying within the right of way for the extension of SE 26th Street as set forth in that certain plat of Home Depot according to the map or plat thereof as bearing Official Records Instrument # 2006000203514, Public Records of Lee County, Florida.

Lot 55, Block 3170, CAPE CORAL UNIT 66, according to plat thereof, recorded in Plat Book 22, Pages 2 through 26, inclusive, Public Records of Lee County, Florida, ***less and except*** that portion of said Lot 55 lying within the right of way for the extension of SE 26th Street as set forth in that certain plat of Home Depot according to the map or plat thereof as bearing Official Records Instrument # 2006000203514, Public Records of Lee County, Florida.

Lots 56-82 , Block 3170, CAPE CORAL UNIT 66, according to plat thereof, recorded in Plat Book 22, Pages 2 through 26, inclusive, Public Records of Lee County, Florida.

Block 3170	56 Lots (22 Developed -34 Undeveloped -30 are owned by Sullico II, LLC)			
Strap	**Improved**	**Lot**	**Address**	**Owner**
344423C2031700560	No	55, 56	2606 SW 8TH CT	INA GROUP LLC
344423C2031700570	No	57, 58	2608 SW 8TH CT	SULLICO II LLC
344423C2031700590	No	59, 60	2612 SW 8TH CT	SULLICO II LLC
344423C2031700610	No	61 - 63	2618 SW 8TH CT	SULLICO II LLC
344423C2031700640	No	64 - 66	2624 SW 8TH CT	SULLICO II LLC
344423C2031700670	No	67 - 69	2630 SW 8TH CT	SULLICO II LLC
344423C2031700700	No	70 - 72	2702 SW 8TH CT	SULLICO II LLC
344423C2031700730	Yes	73, 74	2706 SW 8TH CT	CAVANAUGH CYNTHIA A
344423C2031700750	Yes	75, 76	2710 SW 8TH CT	HANCOCK FRANCIS J
344423C2031700770	Yes	77, 78	2714 SW 8TH CT	2311803 ONTARIO INC
344423C2031700790	No	79, 80	2718 SW 8TH CT	SULLICO II LLC
344423C2031700810	No	81, 82	2722 SW 8TH CT	SULLICO II LLC
344423C2031700010	No	1, 2	2723 SW 9TH AVE	SULLICO II LLC
344423C2031700030	Yes	3, 4	2719 SW 9TH AVE	ARROW RE SUB 1 LLC
344423C2031700050	Yes	5, 6	2715 SW 9TH AVE	EQUITY TRUST COMPANY
344423C2031700070	No	7, 8	2711 SW 9TH AVE	SULLICO II LLC
344423C2031700090	Yes	9, 10	2707 SW 9TH AVE	ODDY JEFFREY A
344423C2031700110	Yes	11, 12	2703 SW 9TH AVE	NORTHUP SCOTT E
344423C2031700130	Yes	13, 14	2633 SW 9TH AVE	SASH THOMAS W
344423C2031700150	Yes	15, 16	2629 SW 9TH AVE	FLICK MARIA ROSA
344423C2031700170	No	17, 18	2625 SW 9TH AVE	SULLICO II LLC
344423C2031700190	Yes	19, 20	2621 SW 9TH AVE	KEMP STEPHEN G + ELLEN K
344423C2031700210	No	21, 22	2617 SW 9TH AVE	SULLICO II LLC
344423C2031700230	No	23, 24	2613 SW 9TH AVE	SULLICO II LLC
344423C2031700250	Yes	25, 26	2609 SW 9TH AVE	MCCRACKEN RANDY + MARLENE J
344423C2031700270	No	27, 28	2607 SW 9TH AVE	LJH INVESTMENTS LLC

Protected Species Assessment

Block 3170
Lots 1, 2, 7, 8, 17, 18, 21 - 24, 57-72, 79-82
Cape Coral, Florida 33914
Section 34, Township 44S, Range 23E

December, 2017

Prepared for:

Sullico II LLC
15946 Double Eagle Drive
Morrison, CO 80465

Prepared by:

Avalon Engineering, Inc.
2503 Del Prado Boulevard South, Suite 200
Cape Coral, Florida 33904

INTRODUCTION

This 3.44 acre area is located between SW 8th Court and SW 9th Avenue, west of Skyline Blvd and south of Veterans Parkway. Adjacent properties consist of the following: to the north is commercial building, to the south is residential, to the east is lots zoned commercial but developed with some single family homes, and to the west is developed and undeveloped single family lots. The parcel is located in Section 34, Township 44S, Range 23E, Cape Coral, Florida.

SITE CONDITIONS

A site inspection was conducted by Scott Tucker on December 27, 2017. The weather was partly cloudy with temperatures in the 50's.

VEGETATION CLASSIFICATIONS

The table below displays the (#1) vegetative associations found on the subject parcel. These vegetative associations were identified using the Florida Land Use Cover Classification System. (FLUCCS) and are shown on the table below. Also included is a description of each FLUCCS association below.

FLUCCS CODE	DESCRIPTION	APPROXIMATE ACREAGE
192	Inactive land with street patterns but without structures (routinely mowed).	3.44
	TOTAL ACREAGE	**3.44**

SURVEY METHOD

To provide at least 100% visual coverage, four centered transects were completed at 20' intervals within the construction area. This method was selected to examine for the presence or absence of protected or listed species within the entire construction area.

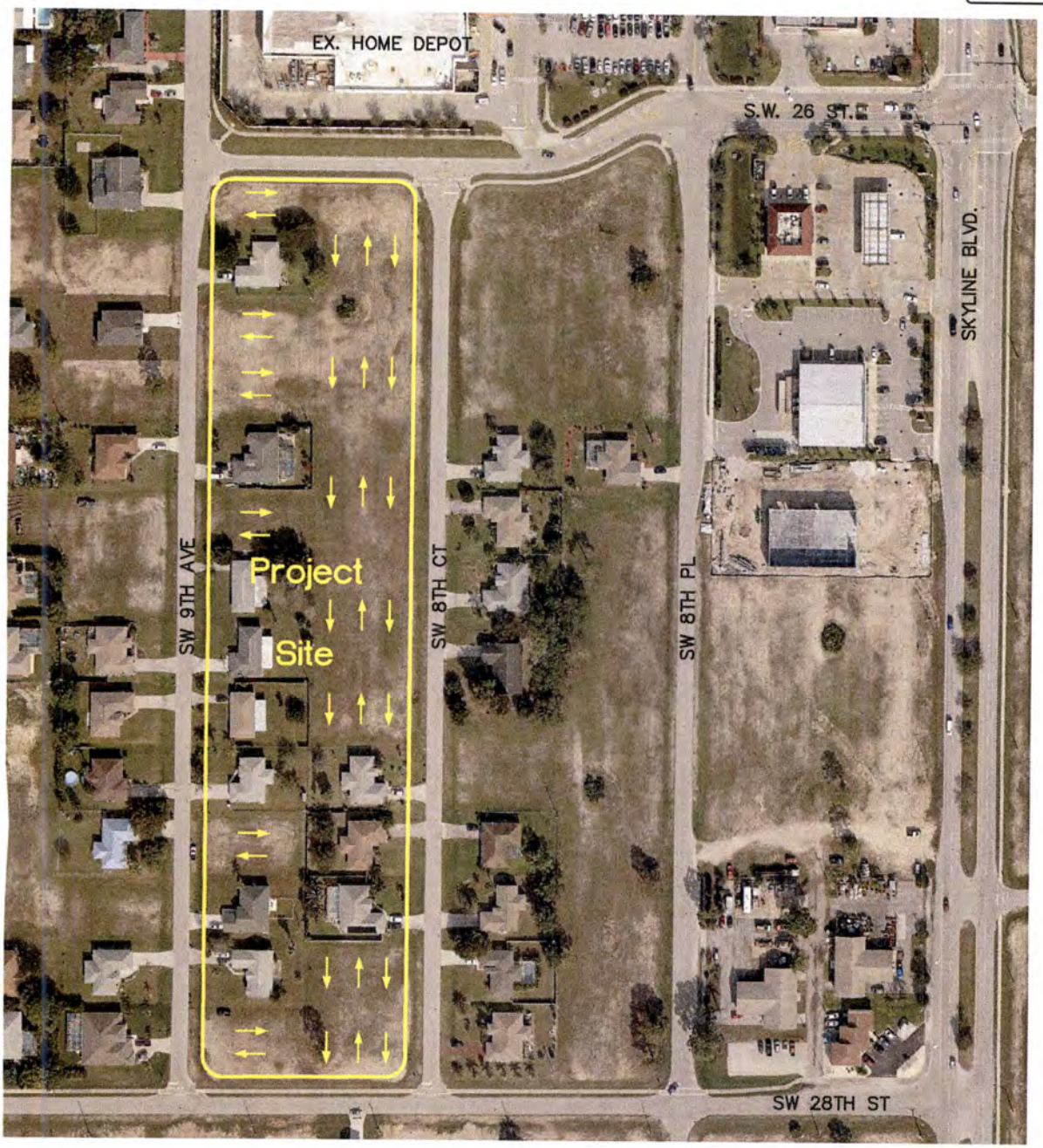
If a sign or sighting was observed, an aerial photograph was marked depicting the approximate location. The attached scale aerial map depicts the results of this survey. Other listed protected species which could occur on the subject parcel according to City of Cape Coral which were surveyed for are as follows:

SPECIES	SCIENTIFIC NAME	OBSERVED
Burrowing Owl	Athene cunicularia	No
Gopher Tortoise	Gopherus polyphemus	No

RESULTS

The Protected Species Survey revealed the presence of no species listed by either the U.S. Fish & Wildlife Service (USFWS) or by the Florida Fish & Wildlife Conservation Commission (FFWCC).

Attachment: Transect Line Map



PROTECTED SPECIES TRANSECT
LINE JANUARY 10, 2018

THIS PLAN IS INTENDED FOR CONCEPTUAL PLANNING PURPOSES ONLY. SITE LAYOUT MAY CHANGE SIGNIFICANTLY BASED UPON SURVEY INFORMATION AND REGULATORY CONSTRAINTS. NOT FOR CONSTRUCTION

DATE	BY	REVISION DESCRIPTION
12/12/17	LM	INITIAL SUBMITTAL

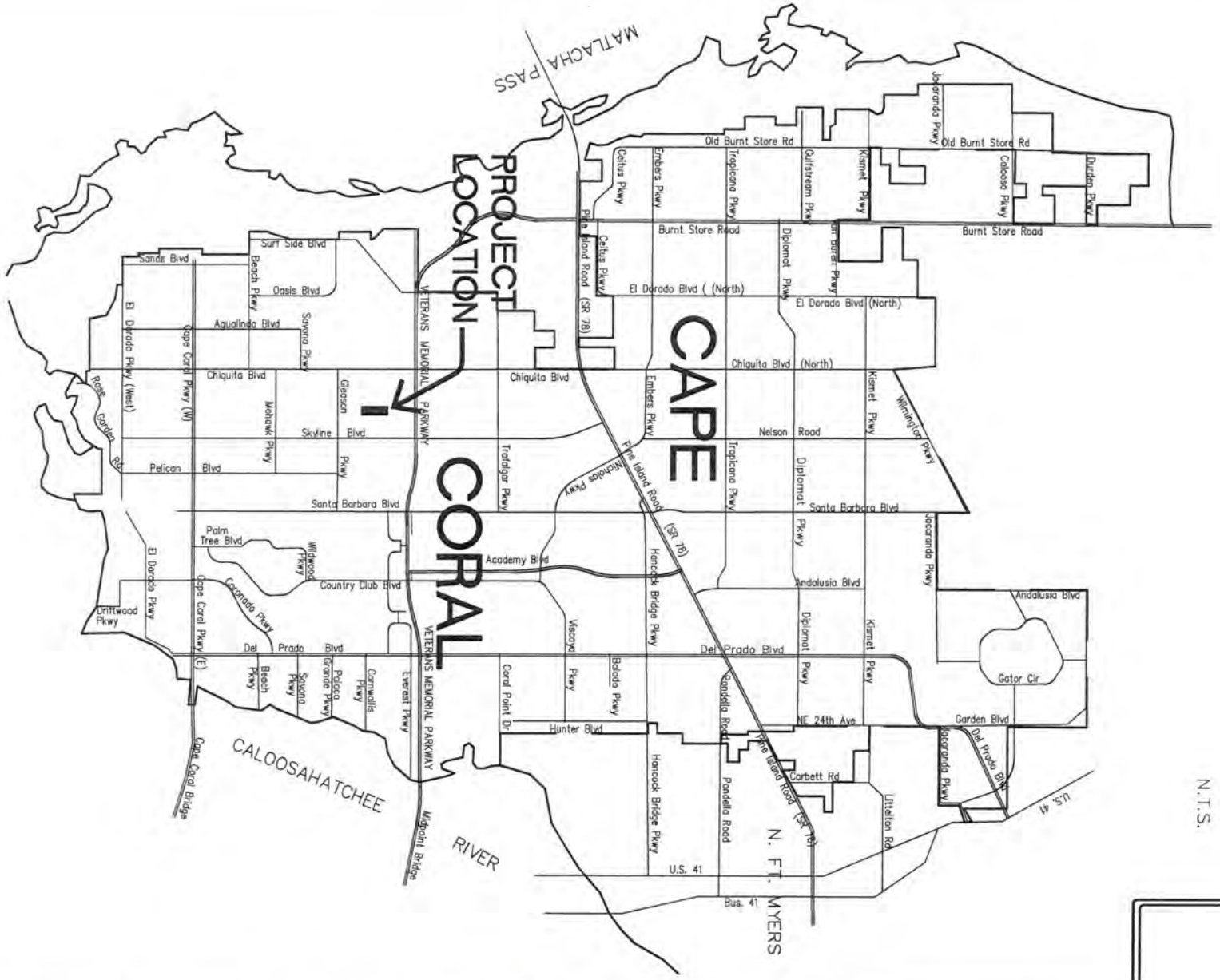
AVALON ENGINEERING, INC.
2503 DEL PRADO BLVD. #200
CAPE CORAL, FLORIDA 33904
FBPE#3128 (239) 573-2077

LAND USE MAP AMENDMENT

BLOCK 3170, UNIT 66
CAPE CORAL, FLORIDA

TRANSECT MAP (AERIAL)

#17-250/LUMA



1 OF 1	#17-250700	LOCATION MAP	ZONING MAP AMENDMENT BLOCK 3170, UNIT 66 CAPE CORAL, FLORIDA	AVALON ENGINEERING, INC. 2503 DEL PRADO BLVD. #200 CAPE CORAL, FLORIDA 33904 FBPE#3128 (239) 573-2077	DATE: 05/23/18 BY: LM REVISION DESCRIPTION: INITIAL SUBMITTAL THIS PLAN IS INTENDED FOR CONCEPTUAL PLANNING PURPOSES ONLY. SITE LAYOUT MAY CHANGE SIGNIFICANTLY BASED UPON SURVEY, ENVIRONMENTAL AND REGULATORY CONSTRAINTS. "NOT FOR CONSTRUCTION"

1 OF 1	500' PROXIMITY MAP	*ZONING MAP AMENDMENT* *BLOCK 3170, UNIT 66* *CAPE CORAL, FLORIDA*	*AVALON ENGINEERING, INC.* 2503 DEL PRADO BLVD. #200 CAPE CORAL, FLORIDA 33904 FBPE#3128 (239) 573-2077	DATE / BY / REVISION DESCRIPTION 05/29/18 LM INITIAL SUBMITTAL THIS PLAN IS INTENDED FOR CONCEPTUAL PLANNING PURPOSES ONLY. SITE LAYOUT MAY CHANGE SIGNIFICANTLY BASED UPON SURVEY, ENVIRONMENTAL AND REGULATORY CONSTRANTS. "NOT FOR CONSTRUCTION"

1 OF 1	#17-2507ZOM	VICINITY MAP (AERIAL)	*ZONING MAP AMENDMENT* *BLOCK 3170, UNIT 66* *CAPE CORAL, FLORIDA*	*AVALON ENGINEERING, INC.* 2503 DEL PRADO BLVD. #200 CAPE CORAL, FLORIDA 33904 FBPE#3128 (239) 573-2077

DATE	BY	REVISION DESCRIPTION
05/29/18	LM	INITIAL SUBMITTAL

THIS PLAN IS INTENDED FOR CONCEPTUAL PLANNING PURPOSES ONLY. SITE LAYOUT MAY CHANGE SIGNIFICANTLY BASED UPON SURVEY, ENVIRONMENTAL AND REGULATORY CONSTRAINTS. "NOT FOR CONSTRUCTION"

Avalon Engineering, Inc.
2503 Del Prado Boulevard South, Suite 200
Cape Coral, Florida 33904
Phone: (239) 573-2077 Fax: (239) 573-2076
#AA C001936 #EB 0003128

May 29, 2018

Mr. Vince Cautero, Director
Department of Community Development
City of Cape Coral
1015 Cultural Park Boulevard
Cape Coral, FL 33990

PROJECT: ZONING AMENDMENT - BLOCK 3170

SUBJECT: TRAFFIC GENERATION STATEMENT

Dear Mr. Cautero,

Included herewith are the traffic generation calculations for the above referenced project. As the project creates less than 300 vehicle trips, peak hour of the generator, a traffic impact statement will not be necessary.

Source: I.T.E. Trip Generation Manual, 9th Edition
Land Use: (210) Single Family Detached Housing
Dwelling Unit: 28 (maximum dwelling units)

A.M. Peak Hour of the Generator:
0.77 Average Rate per dwelling unit

5.61 vehicles entering 26%
15.95 vehicles exiting 74%
21.56 TOTAL VEHICLES

P.M. Peak Hour of the Generator:
1.02 Average Rate per dwelling unit

18.27 vehicles entering 64%
10.29 vehicles exiting 36%
28.56 TOTAL VEHICLES

If you should have any questions or require additional information, please feel free to call me.

Sincerely,

AVALON ENGINEERING, INC.

Linda Miller

Linda Miller, AICP
Senior Planner

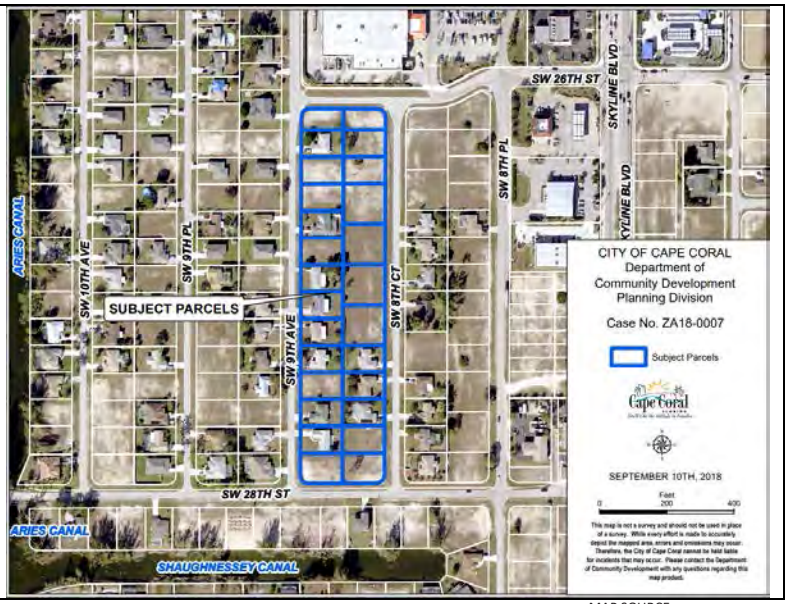
G:\2017\17-250\Zoning Map Amendment\Traffic Generation Statement .doc

PLANNING DIVISION STAFF REPORT
ZA18-0007

SITE ADDRESSES Multiple addresses. Southeast of Veterans Parkway and Skyline Boulevard intersection.	**APPLICANT/PROPERTY OWNER** Sullico II, LLC
AUTHORIZED REPRESENTATIVE Avalon Engineering, Inc.	

SUMMARY OF REQUEST

The applicant requests a rezone from the Pedestrian Commercial (C-1) zoning district to the Single-Family Residential (R-1B) district. The site is 6.42 acres, although, only 3.44 acres is owned by the applicant. The site is a mix of single-family homes and undeveloped parcels.



MAP SOURCE

STAFF RECOMMENDATION: **Approval**

Positive Aspects of Application:	Rezone will make the site consistent with the future land use. Rezone will be compatible with area to the south and west.
Negative Aspects of Application:	Loss of commercial zoned land that has some assemblage.
Mitigating Factors:	Site has not developed for over 10 years with commercial entitlements and may not be well suited for non-residential uses.

SITE INFORMATION

Location: Multiple addresses.
Unit 66. Block 3170. Lots 1 through 28 and 55 through 82.
South of Veterans Parkway and West of Skyline Boulevard.

STRAP Numbers: Multiple STRAPs

Site Area: 6.42 acres

Site:	***Future Land Use***	***Zoning***
Current:	**Single-Family Residential (SF)**	**Pedestrian Commercial (C-1)**
Proposed:	**N/A**	**Single-Family Residential (R-1B)**
	Surrounding Future Land Use	***Surrounding Zoning***
North:	**Commercial/Professional (CP)**	**C-1**
South:	**SF**	**R-1B**
East:	**CP**	**C-1**
West:	**SF**	**R-1B**

Urban Service Area: Transition

City Water/Sewer: Yes

FINDINGS OF FACT

The site is 26 parcels in Block 3170 which is in southwestern Cape Coral that totals 6.42 acres. 11 parcels in the block are developed with single-family homes, while the remaining parcels are undeveloped. The applicant, Sullico II, LLC, owns 30 parcels in the block and the remaining parcels are owned by a variety of owners. No other individual or business owns more than one parcel in the block. The site is bounded by four local streets; SW 26th Street to the north, SW 8th Court to the west, SW 28th Street to the south, and SW 9th Avenue to the east. Surrounding development consists of a Home Depot to the north and a combination of single-family homes and undeveloped parcels to east, west, and south. The Home Depot site was a part of Block 3170[1] prior to the development being approved and subdivided by a Planned Development Project (PDP) in 2005.

The parcels in Block 3170 have gone through several future land use and zoning changes in the past. The Block was designated as Single-Family/Multi-Family (SM) upon the adoption of the Comprehensive Plan in 1989. In two separate amendments in 2002 and 2005, the future land use of the parcels was amended from SM to Commercial/Professional (CP). Similarly, two separate rezones in 2002 and 2008 changed the zoning within the block from Single-Family Residential (R-1B) to Pedestrian Commercial (C-1). The future land use and zoning amendments were sought by a previous owner who owned most of the parcels in Block 3170.

[1] Prior to re-plat.

The future land use of the site was recently amended to Single-Family Residential (SF) via Ordinance 42-18. The applicant sought the amendment to build more single-family homes in the block, however, the sites must also be rezoned to Single-Family Residential (R-1B). The applicant states there is little demand for commercial development in the block, while, there is demand for single-family home development.

ANALYSIS

Comprehensive Plan

The site has a future land use designation of Single-Family Residential (SF) which is described as:

Single-Family Residential

Sites of 10,000 square feet and greater, with densities not to exceed 4.4 units per acre.

Response: The site is within the Urban Services Transition Area and municipal utilities to are available to the site. The majority of parcels are a minimum of 10,000 sq. ft.

Land Use and Development Regulations

The Planning Division reviewed this request to rezone the site from Pedestrian Commercial (C-1) to Single-Family Residential (R-1B) based on the ten General Standards in LUDR, Section 8.7.3.B and offers the following analysis for consideration:

1. The extent to which the property is diminished by the proposed zoning of the property:

Response: The rezone may decrease the value of the property. The existing C-1 zoning allows a broad range of commercial uses. The requested R-1B district allows single-family homes and a few additional uses that are compatible with single-family homes such as daycares, parks, etc. Additionally, commercial property is generally valued higher than residential property, although many factors determine property values. Planning staff notes that while the rezone may decrease the value of the property, the rezone is requested by the applicant, therefore concerns regarding diminished property values are lessened.

2. The extent to which the removal of a proposed change in zoning depreciates the value of other property in the area:

Response: The rezone is likely to not have an effect on the value of surrounding properties. The rezone will likely result in additional single-family homes which are compatible with the areas to the south and west. The areas to the north and east are commercial, however, additional single-family homes are unlikely to depreciate the value of commercial sites.

3. The suitability of the property for the zoning purpose:

Response: Planning staff finds that the site is suited for both R-1B or C-1 zoning. The site is developed with single-family homes and similar development exists to the south and west. Additionally, the site has a Single-Family future land use designation and the R-1B district is consistent with this designation. The site is also suitable for the C-1 zoning due to property assemblage and nearby commercial development.

4. The character of the neighborhood, existing uses, zoning of nearby and surrounding properties, and compatibility of the proposed zoning:

Response: The surrounding area consists of residential dwelling units to the south and west (along with corresponding future land use and zoning designations) and commercial development to the north and east. The R-1B zone will be compatible as there are several homes within the site and the R-1B zone will allow for additional construction of homes.

5. The relative gain to the community as compared to the hardship, if any imposed, from rezoning said property:

Response: While single-family homes are not a documented need in Cape Coral, the rezone will bring the site into compatibility with the recently adopted SF future land use designation. The rezone will result in a loss of C-1 zoned land, however, the land may not be suitable for commercial development.

6. The community need for the use proposed by the zoning:

Response: The rezone will add single-family homes in an area that is predominantly single-family or commercial. The rezone does not meet documented needs of adding additional commercial land or multi-family dwelling units.

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:

Response: The future land use of Block 3170 was amended from Commercial/Professional (CP) to Single-Family Residential (SF) in 2018, and the site has been zoned Pedestrian Commercial (C-1) since 2002.

8. The extent to which the proposed zoning promotes the health, safety, morals, or general welfare of this community:

Response: R-1B zoning will be consistent with the City's Comprehensive Land Use Plan and the change will provide additional area for single-family residential at an appropriate location. The proposed rezone should not negatively affect the health, safety, or welfare of the community because similar zoning already exists in general proximity to 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.

Response: The site is in the City Urban Service Transition Area. Water, sewer, and irrigation are available. Future development will be required to connect to City utility system.

10. Whether the proposed zoning is consistent with the City of Cape Coral's Comprehensive Land Use Plan.

Response: The proposed rezone is consistent Comprehensive Plan Policy 1.15 as the Future Land Use classification is SF. Properties with the SF future land use are compatible with the R-1B district. Staff finds that the requested R-1B zone is appropriate for the site.

ECONOMIC DEVELOPMENT MASTER PLAN ANALYSIS

The rezone is not supported by the City Economic Development Master Plan. The site is not within an Economic Opportunity Area, however, the amendment will result in the loss of commercial land which the Economic Development Master Plan has identified as a need in Cape Coral.

PUBLIC NOTIFICATION

This case will be publicly noticed as required by LUDR, Section 8.3.2.A and 8.3.4 as further described below.

Publication: A legal ad will be prepared and sent to the *News-Press* announcing the intent of the petitioners to rezone the site described within this report. The ad will appear in the *News-Press* a minimum of 10 days prior to the public hearing scheduled before the Cape Coral Hearing Examiner. Following the public hearing before the Hearing Examiner, the ad announcing the final public hearing before the City Council will appear once in the *News-Press*. The ad will appear in the newspaper not less than 10 days prior to the date of the final public hearing before the City Council.

Written notice: Property owners located within 500 feet from the site will receive written notification of the scheduled public hearing. These letters will be mailed to the aforementioned parties a minimum of 10 days prior to the public hearing scheduled before the Hearing Examiner.

Posting of a Sign: A large sign identifying the case and providing salient information will be posted on the site, as another means of providing notice of the rezone request.

RECOMMENDATION

Through the analysis of the Cape Coral Comprehensive Plan and specifically the Future Land Use Element, the proposed rezone to Single-Family Residential (R-1B) zoning is consistent with the Comprehensive Plan, the Land Use and Development Regulations, and is compatible with the surrounding area, therefore, Planning Division staff recommends **approval** of the rezone request.

NOTICE TO SURROUNDING PROPERTY OWNERS

CASE NUMBER: ZA18-0007

REQUEST: The applicant requests a rezone from the Pedestrian Commercial (C-1) zoning district to the Single-Family Residential (R-1B) district. The site is 6.42 acres, although, only 3.44 acres is owned by the applicant. The site is a mix of single-family homes and undeveloped parcels.

LOCATION: Multiple addresses. Southeast of Veterans Parkway and Skyline Boulevard intersection.

CAPE CORAL STAFF CONTACT: Chad Boyko, Principal Planner, 239-573-3162, cboyko@capecoral.net

PROPERTY OWNER(S): Sullico II, LLC

AUTHORIZED REPRESENTATIVE: Avalon Engineering, 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, October 16, 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 may be scheduled for a public hearing before the City Council who will review the recommendation and make a final decision. You will receive another public hearing notice if this case is scheduled for a City Council hearing.

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

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.

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,

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.

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Please contact us with changes or cancellations as soon as possible, otherwise no further action needed.

TOLL-FREE	Local #	Email
888-516-9220	239-335-0258	FNPLegals@gannett.com

Customer: CITY OF CAPE CORAL_DEPT OF COM

Address: 1015 CULTURAL PARK BLVD
CAPE CORAL FL 33990
USA

Ad No.: 0003191448

Net Amt: $389.45

Run Times: 1

No. of Affidavits: 1

Run Dates: 10/06/18

Text of Ad:

NOTICE OF PUBLIC HEARING

CASE NUMBER: ZA18-0007

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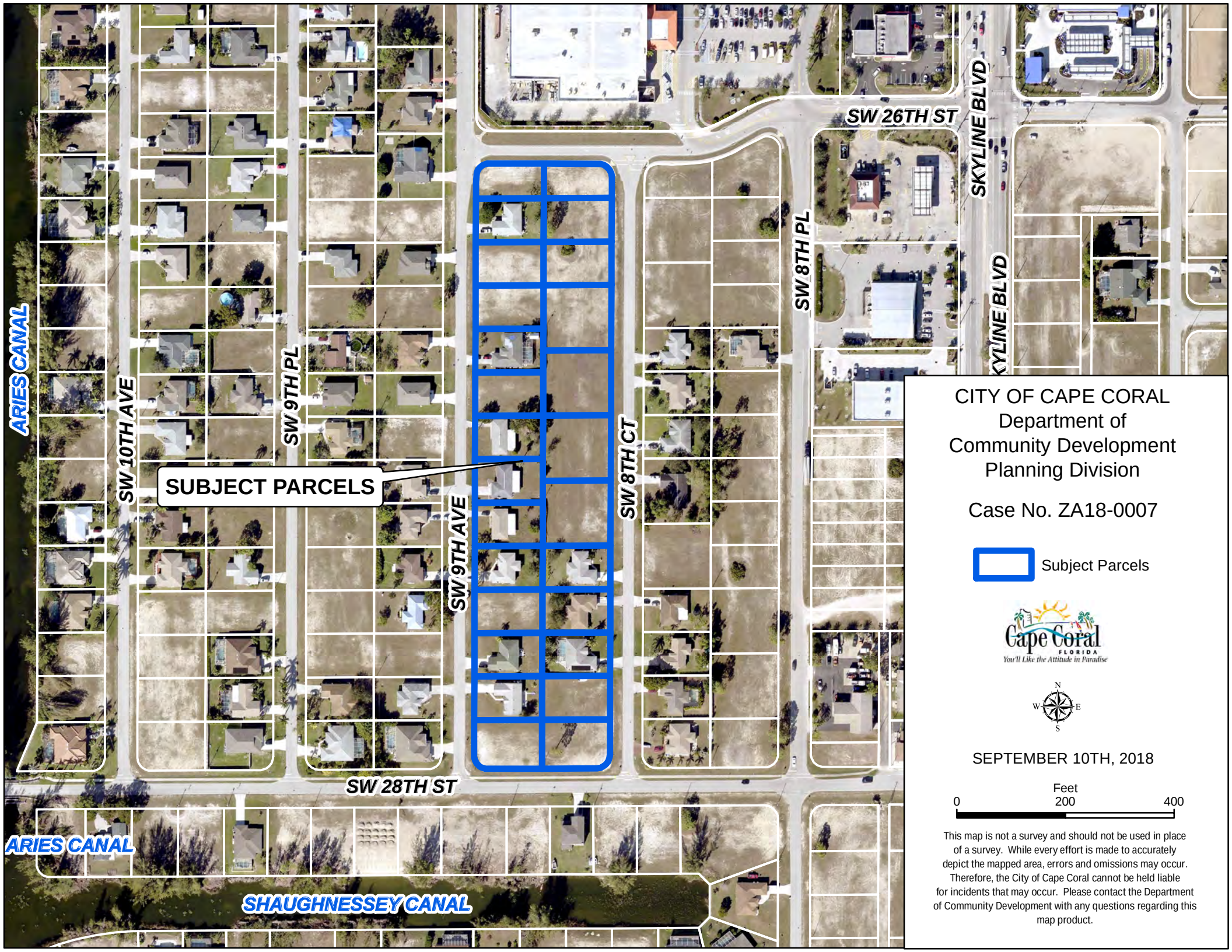
HOW TO CONTACT: Any person may appear at the public hearing and be heard, subject to proper rules of conduct. You are allowed sufficient time to write or appear at the public hearing to voice your objections or approval. Written comments filed with the

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 # ZA18-0007
AD# 3191448 Oct. 6, 2018



CITY OF CAPE CORAL
Department of
Community Development
Planning Division

Case No. ZA18-0007

Subject Parcels

Cape Coral
FLORIDA
You'll Like the Attitude in Paradise

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SEPTEMBER 10TH, 2018

Feet
0 200 400

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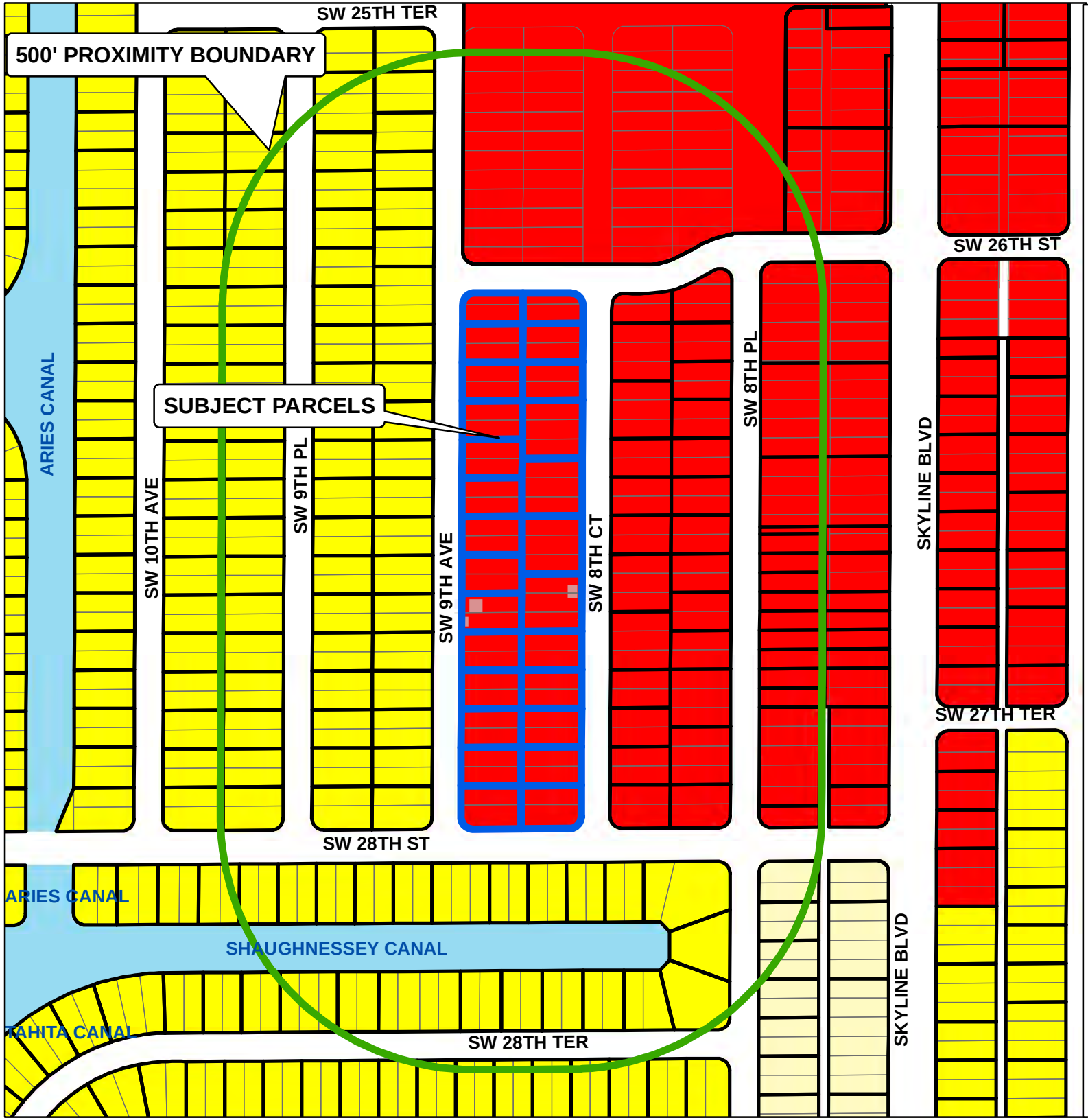

CITY OF CAPE CORAL
Department of
Community Development
Planning Division

CURRENT ZONING MAP
500' Proximity Buffer

Case No. ZA18-0007

LEGEND

- 500' Proximity Boundary
- Subject Parcels

Zoning

- C-1
- R-1B
- RD

Cape Coral FLORIDA
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N W E S

SEPTEMBER 10TH, 2018

Feet
0 330 660

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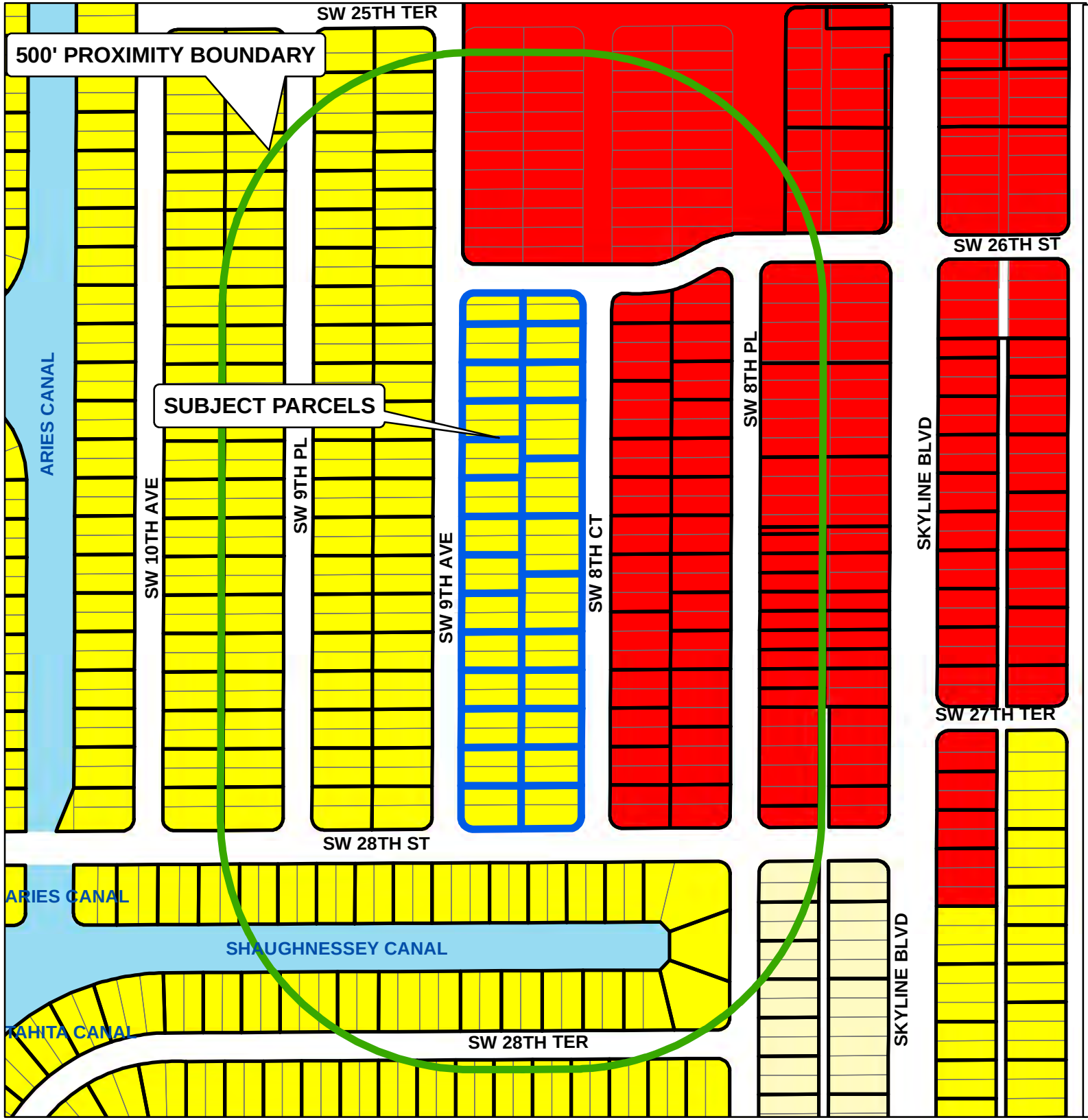

CITY OF CAPE CORAL
Department of
Community Development
Planning Division

PROPOSED ZONING MAP
500' Proximity Buffer

Case No. ZA18-0007

LEGEND

- 500' Proximity Boundary
- Subject Parcels

Zoning

- C-1
- R-1B
- RD

Cape Coral FLORIDA
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SEPTEMBER 10TH, 2018

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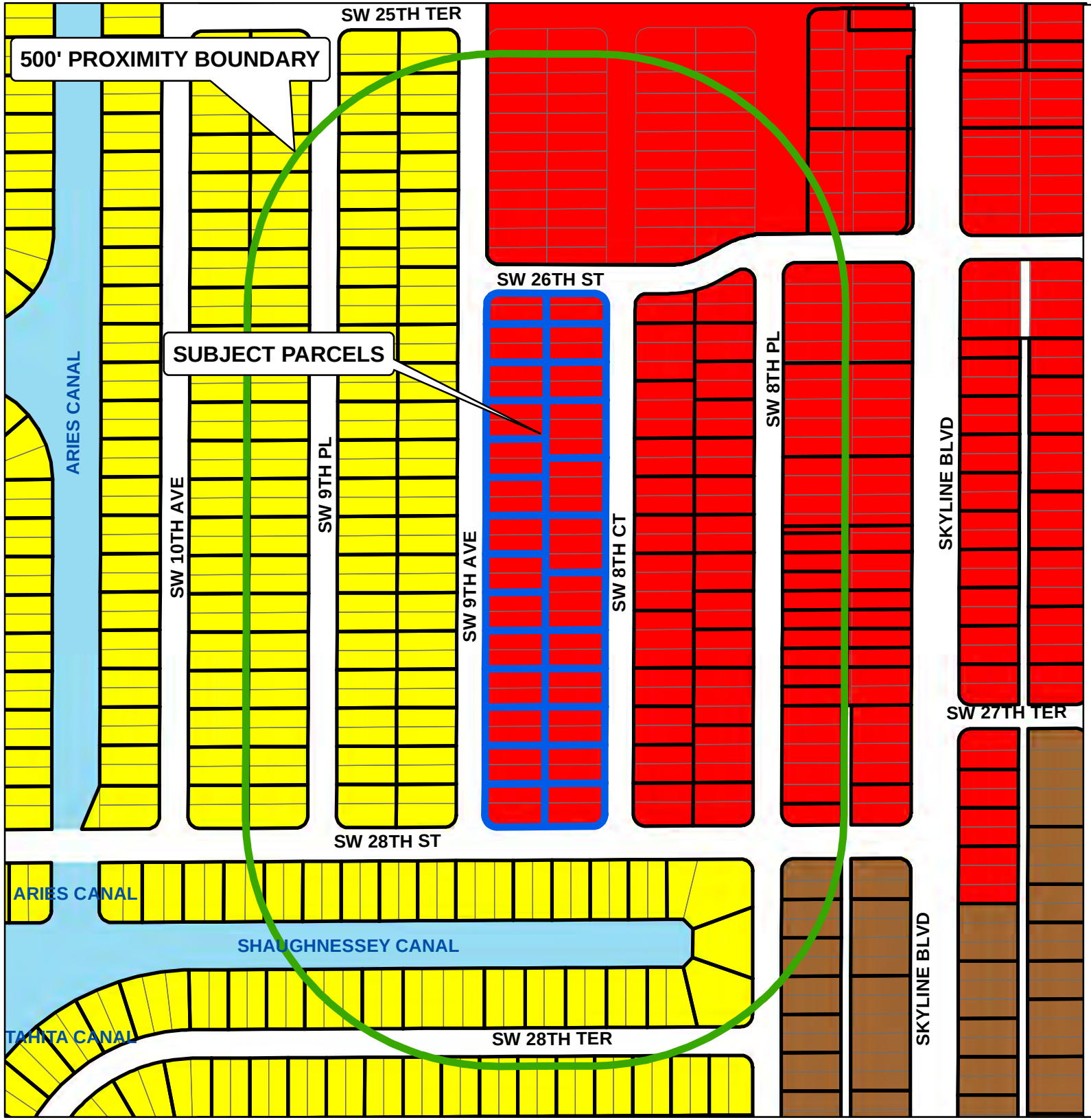

CITY OF CAPE CORAL
Department of
Community Development
Planning Division

CURRENT FUTURE
LAND USE MAP
500' Proximity Boundary

Case No. ZA18-0007

LEGEND

- Subject Parcels
- 500' Proximity Boundary

Future Land Use

- SF
- MF
- CP

Cape Coral
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SEPTEMBER 10TH, 2018

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Owner_Name	Mailing_Ad	Mailing_Ci	Maili	Mailing_Zi
2311803 ONTARIO INC	161 PEEL ST	BARRIE	ON	L4M 3L7 CA
CAMIRE R + MARTHE	581 MAHEUX ST	THETFORD MINES	QC	G6H 1S7 CA
MARENTETTE RONALD R	778 ASSUMPTION ST	WINDSOR	ON	N9A 3B6 CA
PB&A MANAGEMENT AND DEVELOPMENT 2 INC	116 CHEPSTOW CLOSE	LONDON	ON	N6G 3S2 CA
JOURDAIN SERGE + JOURDAIN MARC-FABIAN J/T	32 ALLE JACQUES THIBAUD	26000 VALENCE		FRANCE
BUECHERL HEINRICH	MUGLHOF 19	92637 WEIDEN I D OPF		GERMANY
DEJA GUENTER + SABINE	WEINBERG STR 25	74918 ANGELBACHTAL		GERMANY
HIMMELSPACH RALPH + HIMMELSPACH MONICA T/C	AM SONNENBERG 15	SEELBACH 77960		GERMANY
RICKERMANN ERNST	KIRCHSTRASSE 6	49774 LAEHDEN		GERMANY
HERNANDEZ J A + DOLORES	PO BOX 190	SAN PEDRO SULA		HONDURAS
LARSSON ROBIN	PO BOX 24852	NAIROBI		KENYA
CUARE LLC	CALLE GUADARRAMA 22 PORTAL 1D	MADRID		28670 SPAII
RAMDASS RAMNARINE + JEAN TARA	4 GASTON ST	CHAGUANAS LANGE PARK		TRINIDAD A
2018-3 IH BORROWER LP	1717 MAIN ST STE 2000	DALLAS	TX	75201
ABC FINANCIAL TRUST INC	4406 DEL PRADO BLVD S	CAPE CORAL	FL	33904
AMBER US INVESTMENTS LLC	2709 SW 28TH AVE	CAPE CORAL	FL	33914
AMERICAN ESTATE + TRUST	6900 WESTCLIFF DR STE 603	LAS VEGAS	NV	89145
ANDREW R ADAM + AMANDA	840 SW 28TH TER	CAPE CORAL	FL	33914
APITZSCH RUTH	217 LAKEVIEW ST	SAINT CLAIRSVILLE	OH	43950
ARROW RE SUB 1 LLC	6358 OLD MAHOGANY CT	NAPLES	FL	34109
ASKEW NICOLE L	2632 SW 9TH PL	CAPE CORAL	FL	33914
AVENDANO GOMEZ DORIS P	2542 SW 9TH AVE	CAPE CORAL	FL	33914
BANK OF AMERICA NA	101 N TRYON ST	CHARLOTTE	NC	28255
BOSTER BRET A	PO BOX 10	TOWNSEND	MT	59644
BUSCH DONALD L + THERESA J	6334 WATERFORD RD	MADISON	WI	53719
CAHILL WILLIAM A III TR + CAHILL LINDA A TR FOR 2719 SW 9TH PL LAND TRUST	1707 SW 6TH AVE	CAPE CORAL	FL	33991
CAJUN HOMES LLC	226 SW 41ST TER	CAPE CORAL	FL	33914
CAMILO VINCENT + AIDA M	924 NE 36TH AVE	HOMESTEAD	FL	33033
CAPE CORAL POOH LLC	101 W 55TH ST	NEW YORK	NY	10019
CASTELFORTE MARIE E	2601 SW 9TH PL	CAPE CORAL	FL	33914
CATOMER JOSEPH J & CATOMER SAMANTHA K	2541 SW 9TH PL	CAPE CORAL	FL	33914
CAVANAUGH CYNTHIA A	2706 SW 8TH CT	CAPE CORAL	FL	33914
CERBERUS SFR HOLDINGS II LP	1850 PARKWAY PL STE 900	MARIETTA	GA	30067
COMMONWEALTH FOUNDATION FOR CA	800 CANAL ST STE 1900	RICHMOND	VA	23219
D R HORTON INC	10541 BEN C PRATT	FORT MYERS	FL	33966
DALASKEY DAVID B + TRACY	824 SW 28TH TER	CAPE CORAL	FL	33914
DARBIE LLC	7700 MILESTRIP RD	ORCHARD PARK	NY	14127
DUNCAN WM + ISABELLA	7588 LIME LN	PARMA	OH	44129
EASY STREET PROPERTY INVESTORS	319 VANND R STS E # 112	JACKSON	TN	38305

EQUITY TRUST COMPANY DBA STERLING TRUST CUSTODIAN FBO KATHERINE DAVIS 401K	15301 RIVER BY ROAD	FORT MYERS	FL	33908
FEDEWA THOMAS R + BARBARA	2723 SW 8TH CT	CAPE CORAL	FL	33914
FISCHER VINCENSA + FISCHER JOSEPH T/C	525 HENRY ST	BROOKLYN	NY	11231
FLICK MARIA ROSA	2629 SW 9TH AVE	CAPE CORAL	FL	33914
GAINES MARK + DEBORAH A	828 SW 28TH TER	CAPE CORAL	FL	33914
GARCIA JOAN JOSNELL & GUATARASMA DAVID A	2608 SW 9TH PL	CAPE CORAL	FL	33914
GARGANO GIUSEPPE + ANAHIT	2625 SW 8TH CT	CAPE CORAL	FL	33914
GATTURNA FRANCIS + BETH	2620 SW 8TH PL	CAPE CORAL	FL	33914
GEARY DAVID M + MARTHA M	2633 SW 9TH PL	CAPE CORAL	FL	33914
GOODWIN CONSTRUCTION CORP	2733 OAK RIDGE CT STE 101-102	FORT MYERS	FL	33901
GRASSL PETRA	1941 ACADEMY BLVD	CAPE CORAL	FL	33990
HANCOCK FRANCIS J	2710 SW 8TH CT	CAPE CORAL	FL	33914
HENRY JUANITA	900 SW 28TH TER	CAPE CORAL	FL	33914
HOME DEPOT USA INC	PO BOX 105842	ATLANTA	GA	30348
HOOPES ERNEST R + RACHEL M	832 SW 28TH ST	CAPE CORAL	FL	33914
INA GROUP LLC	6333 APPLES WAY STE 115	LINCOLN	NE	68516
JUMALON PENIEL T + JEANETTE R	2613 SW 9TH PL	CAPE CORAL	FL	33914
KEMP MATTHEW C	2612 SW 9TH AVE	CAPE CORAL	FL	33914
KEMP STEPHEN G + ELLEN K	2621 SW 9TH AVE	CAPE CORAL	FL	33914
KERR FRANK + SANDRA	2714 SW 9TH PL	CAPE CORAL	FL	33914
KIZZIRE TIMOTHY POWELL II + SLAFER SUMMER RUTH	2540 SW 9TH PL	CAPE CORAL	FL	33914
KOTLER DAVID M	2722 SW 9TH PL	CAPE CORAL	FL	33914
LADY LU LLC	6358 OLD MAHOGANY CT	NAPLES	FL	34109
LASCELLES KATHLEEN TR FOR KATHLEEN LASCELLES TRUST	2330 CHATHAM RD	SPRINGFIELD	IL	62704
LEVENTURES LLC	224 93RD ST	BROOKLYN	NY	11209
LIBRETTO NICHOLAS P TR FOR NICHOLAS P LIBRETTO TRUST	1134 NW 2ND PL	CAPE CORAL	FL	33993
LJH INVESTMENTS LLC	2524 LAUREL GLEN DR	LAKELAND	FL	33803
LONEGRAN BRADLEY A & LONEGRAN JOANNE M	22420 CEDAR DR	BETHEL	MN	55005
LONG RUSSEL H JR + PATRICIA A	91 OTIS RD	BARRINGTON	IL	60010
LOPEZ JERRY + MARIBEL	2715 SW 8TH CT	CAPE CORAL	FL	33914
LOPEZ JOSUE ARMANDO DIAZ	2530 SW 9TH AVE	CAPE CORAL	FL	33914
MANZI DOUGLAS J	PO BOX 101349	CAPE CORAL	FL	33910
MATACHANA YISSEL EMILA	2621 SW 9TH PL	CAPE CORAL	FL	33914
MCCRACKEN RANDY + MARLENE J	2609 SW 9TH AV	CAPE CORAL	FL	33914
MITCHELL DIANNIA	2221 SE 15TH ST	CAPE CORAL	FL	33990
MOHRMANN ANDREA	21740 S TAMIAMI TRL STE 112	ESTERO	FL	33928
MORAN DENNIS L + VICKIE L	2710 SW 9TH AV	CAPE CORAL	FL	33914
MPK GATOR PROPERTIES LLC	77 TROY RD	EAST GREENBUSH	NY	12061
MYOTT CAROL	15 PERHAM ST	CHELMSFORD	MA	01824
NASON JENNIFER	2711 SW 8TH CT	CAPE CORAL	FL	33914
NICHOLS MARGARET + ESTURO JAMES CARL	2629 SW 9TH PL	CAPE CORAL	FL	33914
NORTHUP SCOTT E	2703 SW 9TH AVE	CAPE CORAL	FL	33914

O NEAL WILLIAM DENNIS TR FOR O NEAL FAMILY TRUST	462 WREN AVE	MIAMI SPRINGS	FL	33166
OCONNOR TAMI L	1410 SE 21ST LANE	CAPE CORAL	FL	33990
ODDY JEFFREY A	5819 SW 1ST PL	CAPE CORAL	FL	33914
OREILLY AUTOMOTIVE STORES INC	PO BOX 9167	SPRINGFIELD	MO	65801
ORTA SAMUEL + ORTA MARIA G T/C	15221 SW 172ND ST	MIAMI	FL	33187
ORTIZ PEDRO + JACQUELINE	2604 SW 9TH AVE	CAPE CORAL	FL	33914
PAHOLSKY DANIEL JAMES & PAHOLSKY AMANDA LYNN	836 SW 28TH TER	CAPE CORAL	FL	33914
PEASE AMY	1500 PANTIGO LN APT 105	CHESAPEAKE	VA	23320
PERALTA JACQUELINE	4530 BROADWAY APT 3J	NEW YORK	NY	10040
PERSONALIZED HEARING SOLUTIONS LLC	2825 SW 35TH ST	CAPE CORAL	FL	33914
PETITTE DAWN & RONALD	2625 SW 9TH PL	CAPE CORAL	FL	33914
PINNEY NELSON M	2703 SW 10TH AVE	CAPE CORAL	FL	33914
RAUSCH ANN	1223 SW 50TH ST	CAPE CORAL	FL	33914
REALTY INCOME PROPERTIES 29 LL	PO BOX 1017	CHARLOTTE	NC	28201
REYES AMMY RAFAELA & REYES DANIEL RICARDO	2710 SW 9TH PL	CAPE CORAL	FL	33914
RINDL DIANNA M TR + RINDL MANFRED TR FOR DIANNA M RINDL TRUST	PO BOX 72	PERRYVILLE	MO	63775
RINDL MANFRED + DIANNA M TR FOR DIANNA M RINDL TRUST	PO BOX 72	PERRYVILLE	MO	63775
RIVERA ERIC + RIVERA ANNISHA T/C	804 ZANA DR	FORT MYERS	FL	33905
RODRIGUEZ VICTOR HUGO	2605 SW 10TH AVE	CAPE CORAL	FL	33914
SAINEGHI RANDY E & SAINEGHI REBECCA S	2600 SW 9TH PL	CAPE CORAL	FL	33914
SANTIAGO DANIEL JOSE & LUIS LOURDES B	2715 SW 9TH PL	CAPE CORAL	FL	33914
SANTORO DOMINIC & LINDA	4 CUTTERS RUN	BARRINGTON	IL	60010
SASH THOMAS W	18110 LONGWATER RUN DR	TAMPA	FL	33647
SCHIFF EDWARD	2821 SW 51ST ST	CAPE CORAL	FL	33914
SFR 2012-1 FLORIDA LLC	1775 HANCOCK ST STE 200	SAN DIEGO	CA	92110
SHEEHAN BRIAN G	4658 158TH ST	FLUSHING	NY	11358
SHELTON TIMOTHY A & KAREN J	1101 MCCRORY ST	PUNTA GORDA	FL	33951
SHIPLEY ADAM	2723 SW 9TH PL	CAPE CORAL	FL	33914
SMITH JANAN L	2629 SW 8TH CT	CAPE CORAL	FL	33914
SODERLUND PROPERTY LLC	5305 MALAUKA CT	CAPE CORAL	FL	33904
SORCE PASQUALE A + PATRICIA R	904 SW 28TH TER	CAPE CORAL	FL	33914
SPRUCE DOROTHY B	2612 SW 9TH PL	CAPE CORAL	FL	33914
STEELE DOROTHY J	144 SW 38TH TER	CAPE CORAL	FL	33914
SULLICO II LLC	15946 DOUBLE EAGLE DR	MORRISON	CO	80465
TAYLOR NORMAN I JR + MICHELLE	2537 SW 9TH PL	CAPE CORAL	FL	33914
TICICH CHRISTOPHER & ANGELA	2536 SW 9TH PL	CAPE CORAL	FL	33914
VANISKA JAMES	2608 SW 9TH AVE	CAPE CORAL	FL	33914
VOGTLAND H DIETER TR FOR H DIETER VOGTLAND TRUST	4400 GULF PINES DR	SANIBEL	FL	33957
WALDRON GERARD + JEANMARIE	2608 MALAITA CT	CAPE CORAL	FL	33991

WALKER SALLY	12 HIGH ST	MORGANVILLE	NJ	07751
WALSH MAUREEN TR FOR FRANCIS L MCVEY + MAUREEN H WALSH TRUST	2621 SW 10TH AVE	CAPE CORAL	FL	33914
WEAVER ANGIE Z TR + WEAVER DONALD J TR FOR ANGIE Z WEAVER TRUST	1725 SW 51ST ST	CAPE CORAL	FL	33914
WHEELER LISA	PO BOX 61265	FORT MYERS	FL	33906
WHEELER PATRICK	2718 SW 9TH AVE	CAPE CORAL	FL	33914
WITT DAVID C + SUSAN	2609 SW 10TH AVE	CAPE CORAL	FL	33914
YAPELLO JOSEPH NICHOLAS & BRALEY-YAPELLO BONNIE SUSAN	2617 SW 10TH AVE	CAPE CORAL	FL	33914
YEBERNETSKY LISA	6 CHERRYWOOD DR	DU BOIS	PA	15801
ZESKE THOMAS F	10569 BRANDY LN	ABINGDON	VA	24210

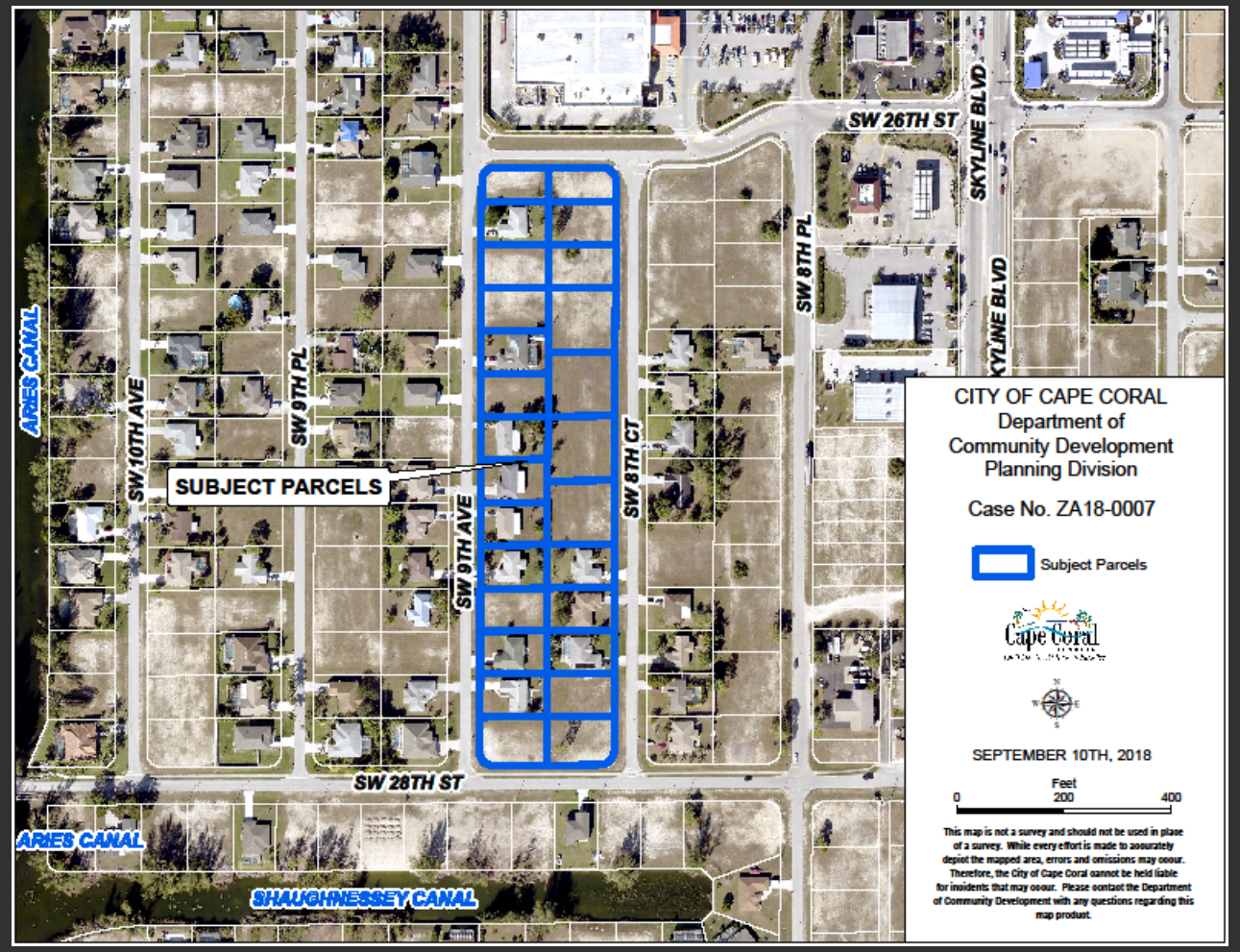
ZA18-0007

Cape Coral City Council

ZA18-0007

- Applicants: Sullico, LLC (Multiple Owners)
- Location: Lots 1-28 and 55-82 in Block 3170 / South of Veterans Parkway and West of Skyline Boulevard
- Area: 6.4 acres
- Urban Services: Transition
- Request: A rezone from Pedestrian Commercial (C-1) to Single-Family Residential (R-1B)

ZA18-0007


SW 26TH ST
SKYLINE BLVD
SW 8TH PL
SW 8TH CT
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SUBJECT PARCELS
SW 28TH ST
ARIES CANAL
SHAUGHNESSEY CANAL
CITY OF CAPE CORAL
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Case No. ZA18-0007
Subject Parcels
Cape Coral
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GULFSTREAM PKWY
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YBOR CITY PKWY
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CRITTUS PKWY
VIZCAYA PKWY
TRAFALGAR PKWY
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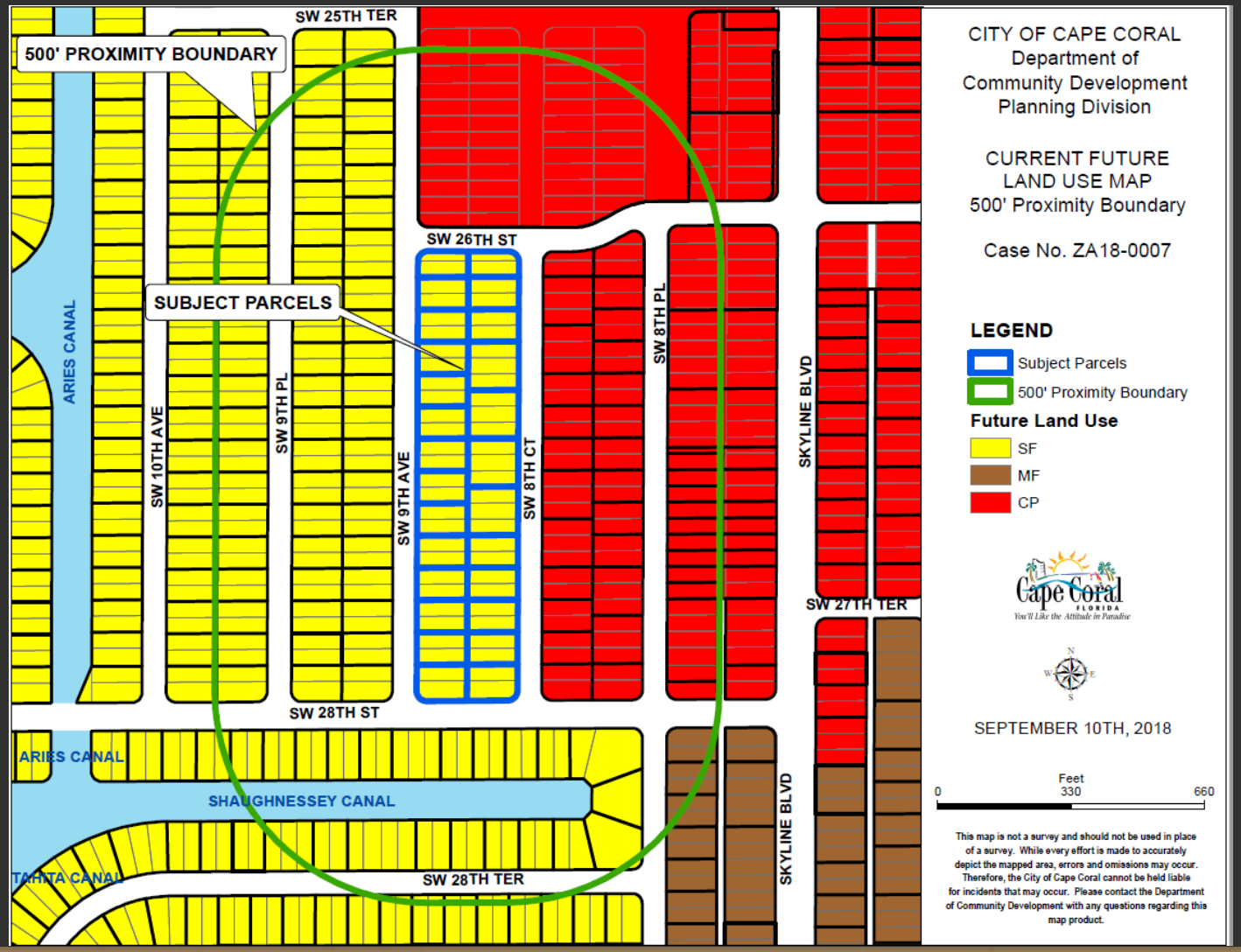
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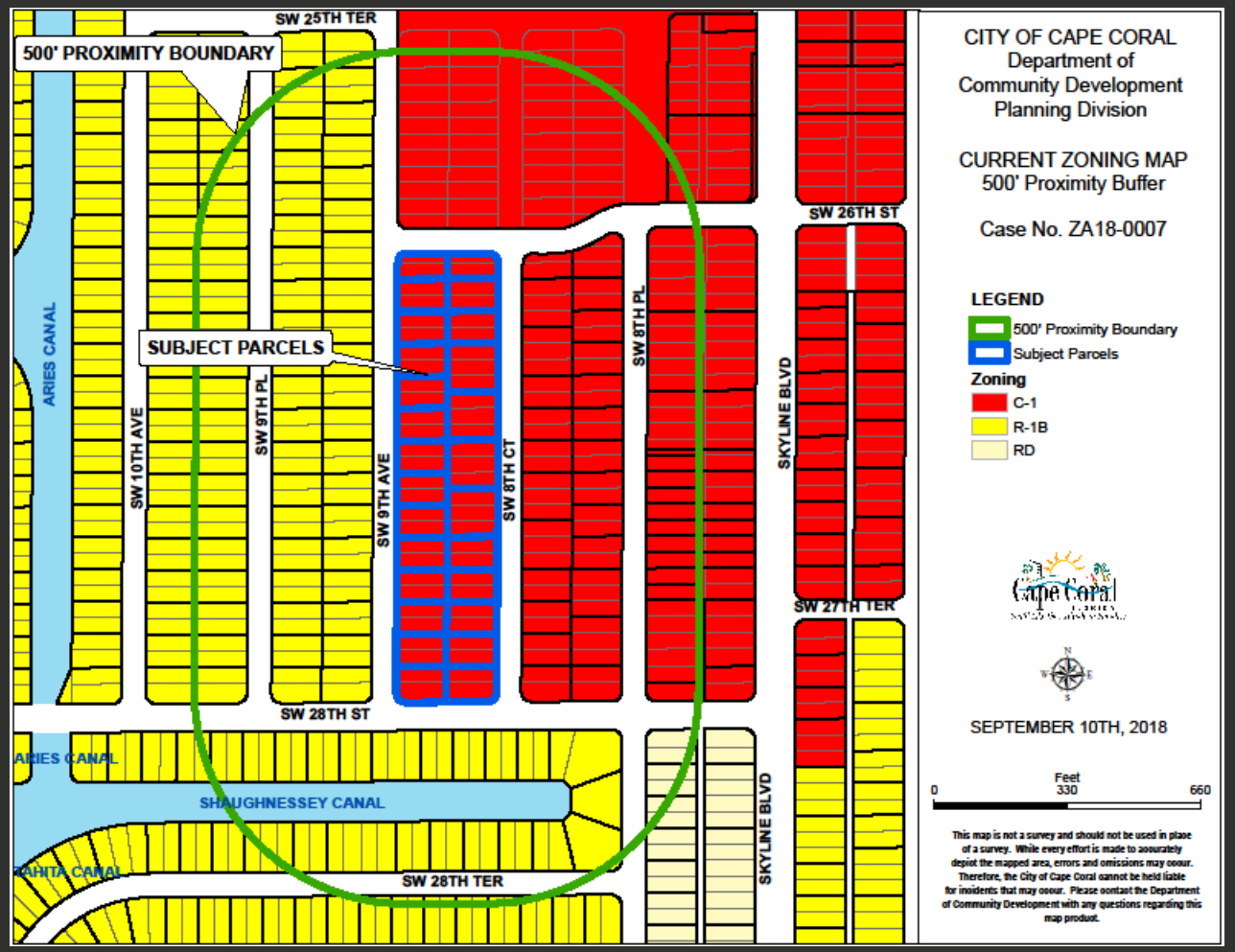
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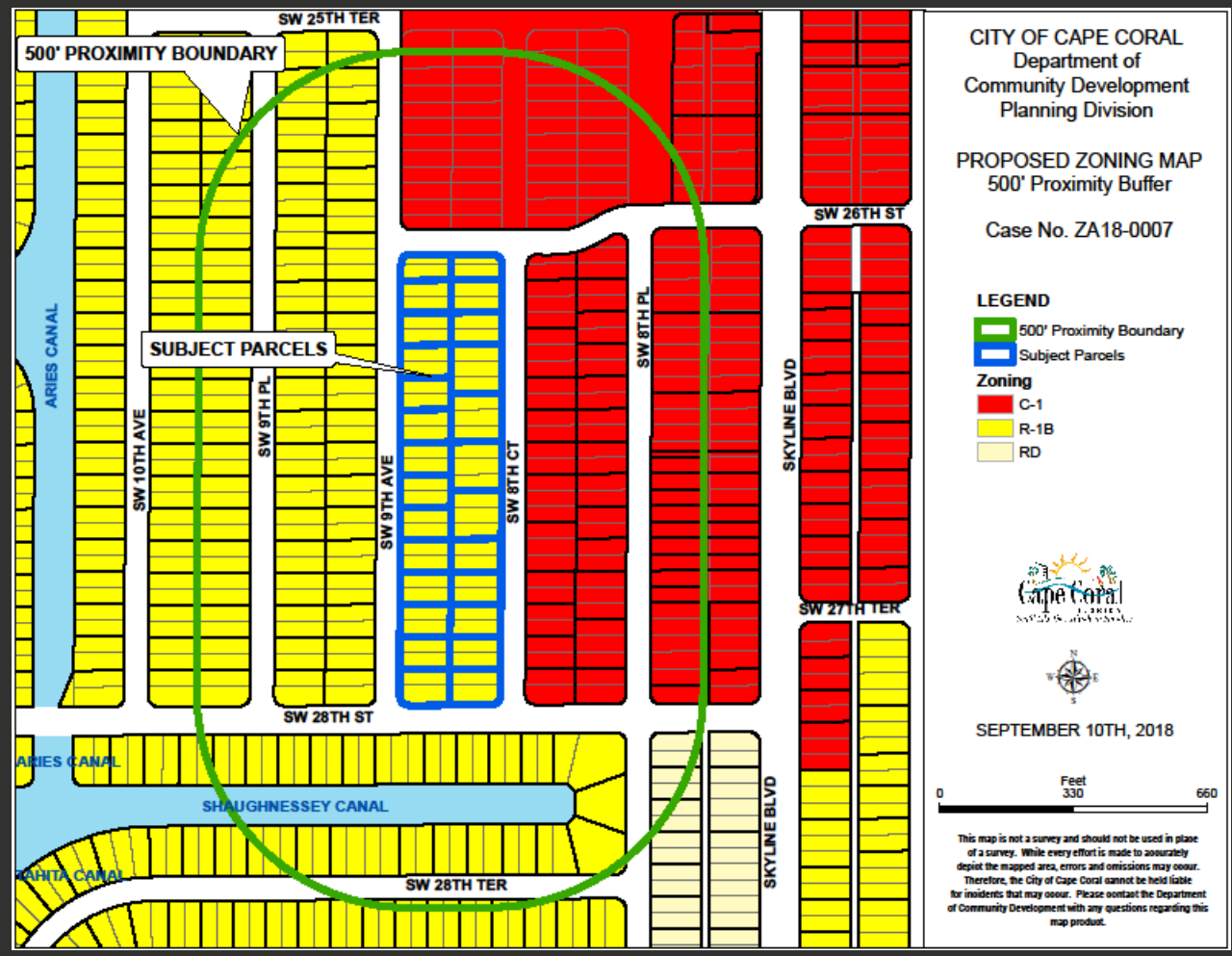
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Findings of Fact

- Site is 56 lots / 26 parcels.
- 11 homes have been developed.
- The applicant owns 13 parcels – remainder are scattered ownership.
- A portion of Block 3170 is a part of the Home Depot development.
- The site is bounded by 4 local streets.
- Applicant is seeking to build single-family homes.

Future Land Use and Zoning History

- 1989 – Block 3170 designated as Single-Family/Multi-Family (SM)
- 2002/2005 – Future Land Use amended to Commercial/Professional (CP)
- 2002/2008 – Zoning changed from Single-Family Residential (R-1B) to Pedestrian Commercial (C-1).
- 2018 – Amendment approved from CP to Single-Family Residential (SF)

Analysis

- Planning staff reviewed the rezone with following Comp Plan policies
  - Policy 1.13 (Commercial Nodes) – The site is 1,300 linear feet away from intersection of Skyline Boulevard and Veterans Parkway, however, existing commercial land is between the site and the node. Staff finds the site is still at a commercial node but the location may make commercial development difficult.
  - Policy 1.14 (Commercial Siting Guidelines) – The site is consistent or partially consistent with 6 of the 8 guidelines (major intersection, adequate depth, compactness, assembly, intrusion, and ownership pattern). Non consistent with 2 guidelines (access, integration).

LUDR, Section 8.7

- Rezone may decrease value of the site. Rezone is requested by applicant, therefore, risk is diminished.
- Surrounding area is unlikely to be diminished by rezone. Single-family homes to the west and south.
- Rezone would make site consistent with future land use designation.
- No commercial development has occurred in 10 years since site was designated commercial.
- Rezone would make site compatible with areas to west and south.
- The rezone would be a loss of designated commercial land / staff notes the land may have difficulty developing as commercial.

Recommendation

- Through the analysis of the Cape Coral Comprehensive Plan and specifically the Future Land Use Element, the rezone to Single-Family Residential (R-1B) zoning is consistent with the Comprehensive Plan, the Land Use and Development Regulations, and is compatible with the surrounding area, therefore, Planning Division staff recommends **approval** of the rezone request.
- The Hearing Examiner recommended **approval** **of the rezone.**

Item Number:	**B.(3)**
Meeting Date:	**12/10/2018**
Item Type:	**ORDINANCES/RESOLUTIONS - Introductions**

AGENDA REQUEST FORM
CITY OF CAPE CORAL

TITLE:
Ordinance 82-18 - Set Public Hearing Date for January 7, 2019

REQUESTED ACTION:
Approve or Deny

STRATEGIC PLAN INFO:

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

   If Yes, Priority Goals Supported are listed below.

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

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

PLANNING & ZONING/HEARING EXAMINER/STAFF RECOMMENDATIONS:

SUMMARY EXPLANATION AND BACKGROUND:
The Florida Fish and Wildlife Conservation Commission designated the burrowing owl as a "threatened species" in January, 2017 after having previously been designated as a "species of special concern". The City of Cape Coral has a significant population of burrowing owls and finds that the protection of the burrowing owl is an important public purpose.

The ordinance amends Chapter 23 "Protected Species" of the Code of Ordinances by creating Article II "Burrowing Owl Protection", by providing for purpose and intent, definitions, development standards, protection and permit procedures, exempt activities within protection zones, penalties, and supplemental regulations.

LEGAL REVIEW:

EXHIBITS:
Ordinance 82-18

PREPARED BY:

Division- Department- City Attorney

SOURCE OF ADDITIONAL INFORMATION:

ATTACHMENTS:

	Description	Type
🗋	Ordinance 82-18	Ordinance

ORDINANCE 82 - 18

AN ORDINANCE AMENDING THE CITY OF CAPE CORAL CODE OF ORDINANCES, CHAPTER 23, "PROTECTED SPECIES", BY CREATING ARTICLE II, "BURROWING OWL PROTECTION", PROVIDING FOR PURPOSE AND INTENT; PROVIDING FOR DEFINTIONS; PROVIDING FOR DEVELOMENT STANDARDS; PROVIDING FOR PROTECTION AND PERMIT PROCEDURES; PROVIDING FOR EXEMPT ACTIVITIES WITHIN PROTECTION ZONES; PROVIDING FOR PENALTIES; PROVIDING FOR SUPPLEMENTAL REGULATIONS; PROVIDING SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, pursuant to Article VIII, Section 2, Constitution of the state of Florida, and Chapter 166, Florida Statutes, the Cape Coral City Council ("Council") is authorized to adopt ordinances, except as otherwise provided by law; and

WHEREAS, the Florida Fish and Wildlife Conservation Commission had previously designated the burrowing owl as a "Species of Special Concern," however, in January 2017, the Commission designated the burrowing owl as a "Threatened Species" in the state of Florida; and

WHEREAS, the Council hereby finds that the protection of the burrowing owl is an important public purpose; and

WHEREAS, the Council hereby finds that this ordinance is in the best interest of the public health, safety, and welfare.

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

SECTION 1. The City of Cape Coral Code of Ordinances, Chapter 23, Article II, is hereby created to read as follows:

CHAPTER 23: - PROTECTED SPECIES

. . .

ARTICLE II: - BURROWING OWL PROTECTION

§ 23-10 Purpose and intent.

The purpose of this article is to protect and preserve the burrowing owl (athene cunicularia floridana) by protecting, enhancing, and preserving the burrows of the burrowing owl and its immediate environs. The burrowing owl is currently classified as State Threatened by the Florida Fish and Wildlife Conservation Commission (hereinafter "Commission"). With reasonable and proper management, the population of the burrowing owl can be conserved and improved.

§ 23-11 Definitions.

For the purpose of this article, the following definitions shall apply unless the context clearly indicates or requires a different meaning:

Active burrow means a potentially occupied burrow that contains eggs or is used by flightless young. (Per Commission guidelines, the Commission typically does not issue permits to take active nests, except in situations involving health and human safety. Removing an active nest may also require a Federal permit from the U.S. Fish and Wildlife Service.)

Applicant means the property owner, or the property owner's agent or authorized representative.

Burrow means a hole or tunnel dug by a small animal to use as a dwelling.

Development means any improvement or change of the land induced by human activities.

Inactive burrow means a potentially occupied burrow that does not contain eggs or flightless young. (Per Commission guidelines, inactive burrows provide important shelter for burrowing owls

year-round, and impacts to potentially occupied burrows may cause a take, even when burrows are inactive.)

Potentially occupied burrow means a burrow with obvious indications of use and those with minimal or no obvious indications of use. Obvious indicators of use include burrowing owls present in or near the burrow entrance or evidence around the entrance, such as whitewash, feces, pellets, prey remains, or adornments.

Protection zone means the land area that surrounds a burrow.

Take means to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect, or an attempt to engage in any such conduct. The term "harm" in the definition of take means an act which actually kills or injures a burrowing owl. Such act may include significant habitat modification or degradation where it actually kills or injures burrowing owls by significantly impairing essential behavioral patterns, including breeding, feeding, or sheltering. The term "harass" in the definition of take means an intentional or negligent act or omission which creates the likelihood of injury to a burrowing owl by annoying it to such an extent as to significantly disrupt normal behavioral patterns which include, but are not limited to, breeding, feeding, or sheltering.

§ 23-12 Development standards.

For development, the following, as applicable, shall serve as guidelines or standards for the protection of burrowing owls as prescribed by the goals, objectives, and policies of the conservation and coastal management element of the Cape Coral Comprehensive Plan:

(a) Prior to submission of development applications, the following procedures are required:

1. Applicants shall conduct a visual survey of the affected property for burrowing owl burrows. If a burrow is found on the subject property, or observed on an adjoining property where the protection zone extends into the subject property, the applicant shall contact the Commission for management guidelines. The applicant shall include the visual survey results with the development application and expressly indicate whether a take permit is being sought from the Commission.

2. In addition to the visual survey required in subsection (a)1., development applications requiring PDP or site plan approval are required to submit an environmental survey of the development site. The environmental survey shall indicate whether there is the presence of burrowing owls or burrows on site; whether the development proposal will impact owl burrows; and whether a take permit is being sought from the Commission.

(b) All development applications will be reviewed against the City database for burrowing owls. If the City database or the surveys required by subsections (a)1. or (a)2. above indicate the presence of burrowing owls or burrows, the applicant shall submit an affidavit identifying such presence and indicate whether a take permit is being sought from the Commission.

§ 23-13 Protection and permit procedures.

The requirements for taking or protecting the burrowing owl are as follows:

(a) It shall be a violation of this article to take any active or inactive burrowing owl burrow without proper state permits issued by the Commission.

(b) Permits issued by the Commission shall be posted on site during all phases of the construction.

(c) Protection zone requirements shall include the following:

1. A protection zone having at least a 10-foot buffer during the non-breeding season (July 11 - February 14), and at least a 33-foot buffer during the breeding season (February 15 – July 10), shall be maintained around the entrance of potentially occupied burrows during all phases of construction. A protection

zone shall comply with Commission guidelines, as such guidelines may be amended.

2. Contractors and property owners shall be responsible for maintaining the protection zone and informing all employees, workers, agents, and subcontractors to avoid the protection zone and to do nothing to affect the burrow(s) in such a manner as to make it collapse or to cause a take. Contractors and property owners shall be fully responsible for the actions of their employees, workers, agents, and subcontractors to ensure that all applicable laws, rules, and regulations protecting the burrowing owl are adhered to. Any take or violation of this article may subject the contractor and property owner to penalties as provided herein.

(d) The City Building Official, code enforcement officers, law enforcement officers, or other City officials as may be designated by the City Council, may issue stop work orders for any development or construction that is not in compliance with the provisions of this article until any such violations have been inspected and complied with, and until any avoidance, minimization, or mitigation measures required by the Commission have been complied with or satisfied.

(e) All Commission rules and guidelines relating to protection and taking procedures shall be followed at all times, even if not described in this article.

§ 23-14 Exempt activities within protection zones.

The following activities conducted within the protection zone of burrowing owl burrows shall not constitute a violation of this article, with the understanding that if any burrow does collapse or get damaged by the activity, it shall be immediately reported to the Commission and the City of Cape Coral to ensure proper rescue efforts may take place:

(a) Burrow maintenance activities for the protection of owls, including the clipping of vegetation within the protection zone, staking and posting the protection zone with flagging tape and signage, and recording pertinent data.

(b) Contractors and the property owner(s) may enter the protection zone for the limited purpose of removing debris with the full understanding that they can do nothing to disturb or harm the burrowing owl or burrow in any manner. Contractors and lawn maintenance companies shall be fully responsible for the actions of their employees to ensure that all applicable laws, rules, and regulations protecting the burrowing owl are adhered to.

(c) City employees, City agents and representatives, and the property owner(s) may enter the protection zone for the purpose of maintaining vegetation if using equipment that does not exert pressure on the ground to ensure the burrow does not collapse.

(d) Scientific research or investigations approved by the Commission or the United States Fish and Wildlife Service. The City of Cape Coral shall be notified of all such research or investigations and provided with all study reports and publications produced.

(e) Professional environmental consultants that are conducting surveys or monitoring of burrowing owls in conjunction with private or public construction.

§ 23-15 Penalties.

(a) Any person found violating any of the provisions of this article shall, upon conviction, be punished by a fine not to exceed $500 or by imprisonment in the county jail for a period not to exceed 60 days, or by both fine and imprisonment. Such person shall also pay all costs and expenses incurred by the City in instituting such action. Each day a violation continues shall be considered a separate and distinct offense.

(b) In addition to any other penalty provided by this article, any person who violates this article may be required to restore the protection zone to its condition prior to the violation. In the event restoration is not completed within a reasonable time after notice to the violator of the restoration requirement, then the City may perform the

restoration and the cost of the restoration shall constitute a lien upon the subject property until paid in full. Any such restoration must be approved by the Commission.

(c) In addition to any other penalty provided by this article, any violation of this article shall constitute a public nuisance and may be subject to restraint by injunction.

(d) The City Manager, or the City Manager's designee, shall inform the Commission of any violations of this article by any person or entity within fourteen (14) days of such violation.

§ 23-16 Supplemental regulations.

This article is not intended to replace the Florida Endangered and Threatened Species Act or any other applicable federal, state, or local laws, rules, and regulations. Rather, this article is intended to supplement those laws, rules, and regulations to ensure the protection of the burrowing owl.

SECTION 2. Severability. In the event that any portion or Section of this ordinance is determined to be invalid, illegal or unconstitutional by a court of competent jurisdiction, such decision shall in no manner affect the remaining portions or Sections of this ordinance which shall remain in full force and effect.

SECTION 3. Effective Date. This ordinance shall become effective immediately after its adoption by the Cape Coral City Council.

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

_____
JOE COVIELLO, MAYOR

VOTE OF MAYOR AND COUNCILMEMBERS:

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

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

_____
KIMBERLY BRUNS
INTERIM CITY CLERK

APPROVED AS TO FORM:

_____
JOHN E. NACLERIO, III
ASSISTANT CITY ATTORNEY
Ord/Burrowing Owls
11/7/18

Item Number:	**B.(4)**
Meeting Date:	**12/10/2018**
Item Type:	**ORDINANCES/RESOLUTIONS - Introductions**

AGENDA REQUEST FORM
CITY OF CAPE CORAL

TITLE:
Ordinance 83-18 Set Public Hearing Date for January 7, 2019

REQUESTED ACTION:
Approve or Deny

STRATEGIC PLAN INFO:

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

If Yes, Priority Goals Supported are listed below.

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

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

PLANNING & ZONING/HEARING EXAMINER/STAFF RECOMMENDATIONS:

SUMMARY EXPLANATION AND BACKGROUND:
The ordinance authorizes the issuance of not to exceed $60,000,000 in aggregate principal amount of General Obligation Bonds, in one or more series, to finance the acquisition, construction and equipping of various parks, natural areas, recreational and athletic facilities, trails, boating, fishing and swimming facilities, and wildlife habitat and shoreline protection improvements; pledges the proceeds of ad valorem taxes levied without limit on all taxable property within the City to secure the payment of the principal of, redemption premium, if any, and interest on such bonds; provides for the rights of the holders of such bonds; and authorizes the reimbursement of expenditures made by the City from proceeds of the bonds.

LEGAL REVIEW:

EXHIBITS:
Ordinance 83-18

PREPARED BY:

Division- Department- City Attorney

SOURCE OF ADDITIONAL INFORMATION:
Victoria Bateman, Financial Services Director

ATTACHMENTS:

	Description	Type
🗋	Ordinance 83-18	Ordinance

ORDINANCE 83 - 18

AN ORDINANCE AUTHORIZING THE ISSUANCE OF NOT TO EXCEED $60,000,000 IN AGGREGATE PRINCIPAL AMOUNT OF GENERAL OBLIGATION BONDS, IN ONE OR MORE SERIES, TO FINANCE THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF VARIOUS PARKS, NATURAL AREAS, RECREATIONAL AND ATHLETIC FACILITIES; TRAILS, BOATING, FISHING AND SWIMMING FACILITIES, AND WILDLIFE HABITAT AND SHORELINE PROTECTION IMPROVEMENTS; PLEDGING THE PROCEEDS OF AD VALOREM TAXES LEVIED WITHOUT LIMIT ON ALL TAXABLE PROPERTY WITHIN THE CITY TO SECURE THE PAYMENT OF THE PRINCIPAL OF, REDEMPTION PREMIUM, IF ANY, AND INTEREST ON SUCH BONDS; PROVIDING FOR THE RIGHTS OF THE HOLDERS OF SUCH BONDS; AUTHORIZING THE REIMBURSEMENT OF EXPENDITURES MADE BY THE CITY FROM PROCEEDS OF THE BONDS; AND PROVIDING SEVERABILITY AND AN EFFECTIVE DATE.

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

SECTION 1. DEFINITIONS. When used in this Ordinance, the following terms shall have the following meanings, unless some other meaning is plainly intended:

"Ad Valorem Taxes" shall mean the ad valorem taxes levied by the City without limit on all taxable property within the City to pay the annual debt service on the Bonds as authorized by the Referendum Ordinance and approved by a majority of the qualified electors of the City voting in the Bond Referendum Election.

"Bond Referendum Election" shall mean the bond referendum election held on November 6, 2018, to determine whether the City was authorized to issue not exceeding $60,000,000 aggregate principal amount of general obligation bonds payable from Ad Valorem Taxes derived from a levy without limit against all taxable property within the City for the purpose of financing costs of the Project.

"Bonds" shall mean the revenue bonds or notes or other debt obligations authorized to be issued in one or more series by the City pursuant to this Ordinance and the Referendum Ordinance.

"City" shall mean the City of Cape Coral, Florida, a municipal corporation established by the State of Florida.

"Council" shall mean the City Council of the City of Cape Coral, Florida.

"Ordinance" shall mean this Ordinance enacted by the Council on the date hereof, as it may be amended and supplemented from time to time.

"Project" shall mean, collectively, the acquisition, construction and equipping of various parks, natural areas, recreational and athletic facilities, trails, boating, fishing and swimming facilities, and wildlife habitat and shoreline protection improvements, as generally described in the Referendum Ordinance and more particularly described in the plans and specifications on file with the City, as the same may be amended and supplemented from time to time.

"Referendum Ordinance" shall mean Ordinance No. 38-18 enacted by the Council on June 18, 2017.

"Resolution" shall mean the resolution or resolutions of the City, or any loan agreement or loan agreements approved thereby, providing for the security for and repayment of the Bonds, the rights and remedies of the Bondholders and various other terms and details relating to the Bonds, as the same may be amended or supplemented from time to time.

The words "herein," "hereunder," "hereby," "hereto," "hereof," and any similar terms shall refer to this Ordinance.

Words importing the singular number include the plural number, and vice versa.

SECTION 2. FINDINGS. The Council hereby finds and determines that:

(A) Pursuant to the Referendum Ordinance, the Council called for a bond referendum election to be held to determine if the qualified electors within the City would approve the issuance of not exceeding $60,000,000 aggregate principal amount of general obligation bonds payable from Ad Valorem Taxes derived from a levy without limit against all taxable property within the City for the purpose of financing costs of the Project.

(B) On November 6, 2018, the Bond Referendum Election was held and the issuance of not exceeding $60,000,000 aggregate principal amount of general obligation bonds payable from Ad Valorem Taxes derived from a levy without limit against all taxable property within the City for the purpose of financing costs of the Project was approved by a majority of the qualified electors within the City voting in said Bond Referendum Election.

(C) In order to improve and maintain the health, safety and welfare of the residents of the City, it is necessary and desirable to acquire and construct the Project.

(D) It is in the best interests of the City to finance costs of the Project through the issuance of the Bonds, in one or more series, payable from the Ad Valorem Taxes in the manner and to the extent provided herein and in the Resolution.

(E) The form, terms and details of the Bonds shall be determined in accordance with the Resolution.

(F) The repayment of the Bonds shall be secured by and payable from the Ad Valorem Taxes in the manner and to the extent provided herein and in the Resolution; the Bonds shall constitute general obligations of the City and shall be secured by and payable from the City's full faith and credit and taxing power, and the City shall be obligated to levy Ad Valorem Taxes without limit on all taxable property within the City in order to pay the scheduled debt service for the Bonds, all in the manner and to the extent provided herein and in the Resolution.

(G) The City has incurred and expects to incur various costs in relation to the Project and the approval of the Bonds prior to the issuance of the Bonds and intends to reimburse itself from proceeds of the Bonds for all or a portion of such costs.

SECTION 3. AUTHORIZATION OF THE PROJECT; REIMBURSEMENT. (A) The City hereby authorizes the acquisition, construction and equipping of the Project and the financing thereof with proceeds of the Bonds.

(B) The City may reimburse itself from proceeds of the Bonds for any funds the City has expended or expends for the Project and the approval of the Bonds to the extent Bond Counsel to the City approves the reimbursement. Such expenditures have been made and/or are expected to be made from the City's general fund and/or a capital project fund

for the Project. The expenditures to be reimbursed shall be consistent with the City's budgetary and financial policy as being the type of expenditures which shall be paid on a long-term basis. It is the intent of this Ordinance to meet the requirements of Treasury Regulations Section 1.150-2 and to be a declaration of official intent under such Section.

SECTION 4. ISSUANCE OF THE BONDS. The Bonds are hereby authorized to be issued in an aggregate principal amount of not exceeding $60,000,000. The Bonds may be issued in one or more series and any series may be issued as one bond or note or other debt obligation or as multiple bonds, notes or other debt obligations. The particular designation of the Bonds shall be established by the Resolution. The Bonds shall be issued for the purposes of providing moneys to (A) finance costs of the Project, (B) establish a debt service reserve if deemed necessary by the Council and set forth in the Resolution, (C) pay for any credit or liquidity enhancement for the Bonds if deemed necessary by the Council and set forth in the Resolution, and (D) pay the costs and expenses of issuing the Bonds. The principal of, redemption premium, if any, and interest on the Bonds shall be payable from the Ad Valorem Taxes to the extent and in the manner provided herein and in the Resolution.

The Bonds shall be dated such date or dates, shall bear interest at such rate or rates, shall mature at such times and in such amounts as may be determined by the Resolution, and may be made redeemable before maturity, at the option of the City, at such price or prices and under such terms and conditions as may be fixed by the Resolution. The Council shall determine by the Resolution the form of the Bonds, the manner of executing such Bonds, and shall fix the denomination or denominations of such Bonds, the place or places and dates of payment of the principal and interest, and such other terms and provisions of the Bonds as it deems appropriate. The Bonds may be issued as capital appreciation bonds, current interest paying bonds, variable rate bonds, serial bonds, term bonds, taxable bonds, tax-exempt bonds or any combination thereof, as shall be determined by the Resolution. In case any officer whose signature or a facsimile of whose signature shall appear on any Bonds shall cease to be such officer before the delivery of such Bonds, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes the same as if he or she had remained in office until such delivery. The Council may sell the Bonds in such manner and for such price as it may determine by the Resolution to be in the best interests of the City. The Bonds may be further secured by a municipal bond insurance policy or a letter of credit or such other credit enhancement or liquidity, including any reserve account insurance or surety bond, as the Council by the Resolution deems appropriate.

Prior to the preparation of definitive Bonds of any series, the Council may, by the Resolution, under like restrictions, issue interim receipts, interim certificates, or temporary Bonds, exchangeable for definitive Bonds when such Bonds have been executed and are available for delivery. The Council may also provide for the replacement of any Bonds which shall become mutilated, or be destroyed or lost. Bonds may be issued without any other proceedings or the happening of any other conditions or things than those proceedings, conditions or things which are specifically required by this Ordinance.

The proceeds of Bonds shall be disbursed in such manner and under such restrictions, if any, as may be provided by the Resolution.

SECTION 5. TAXING POWER PLEDGED. Pursuant to the Resolution, the full faith, credit and taxing power of the City shall be pledged for the full and prompt payment of the principal of and interest on the Bonds. A direct annual tax without limit shall be levied by the City upon all taxable property within the City to make such payments. The Resolution shall require that provision be included and made in the City's annual budget and tax levy for the levy of the Ad Valorem Taxes in an amount sufficient to pay the principal of and interest on the Bonds, as the same shall become due, to the extent and in the manner provided in the Resolution. Such Ad Valorem Taxes shall be levied and collected at the same time, and in the same manner, as other ad valorem taxes of the City are assessed, levied and collected. The Ad Valorem Taxes shall be levied and collected in

accordance with all applicable law, including, but not limited to, the Referendum Ordinance. The City, pursuant to the Resolution, shall irrevocably pledge and grant a lien on the Ad Valorem Taxes and the moneys on deposit in any or all of the funds and/or accounts established under the Resolution, including investment earnings thereon.

SECTION 6. REMEDIES OF HOLDERS OF BONDS. The holders of the Bonds, except to the extent the rights herein given may be restricted by the Resolution, may, whether at law or in equity, by suit, action, mandamus or other proceeding, protect and enforce and compel the performance of all duties required hereby, or by such Resolution, to be performed by the City.

SECTION 7. ALTERNATIVE METHOD. This Ordinance shall be deemed to provide an additional and alternative method for the doing of things authorized hereby and shall be regarded as supplemental and additional to powers conferred by other laws, and shall not be regarded as in derogation of any powers now existing or which may hereafter come into existence. This Ordinance, being necessary for the health, safety and welfare of the inhabitants and/or property owners of the City, shall be liberally construed to effect the purposes hereof.

SECTION 8. GENERAL AUTHORITY. The members of the Council of the City and the officers, attorneys and other agents or employees of the City are hereby authorized to do all acts and things required of them by this Ordinance, or desirable or consistent with the requirements hereof for the full punctual and complete performance of all the terms, covenants and agreements contained herein.

SECTION 9. 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.

[Remainder of page intentionally left blank]

SECTION 10. EFFECTIVE DATE. This Ordinance shall take effect immediately upon its adoption by the City Council of the City of Cape Coral, Florida.

ADOPTED AT A REGULAR COUNCIL MEETING THIS ____ DAY OF JANUARY, 2019.

_____
JOE COVIELLO, MAYOR

VOTE OF MAYOR AND COUNCILMEMBERS:

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

ATTESTED TO AND FILED IN MY OFFICE THIS ____ DAY OF JANUARY, 2019.

_____
KIMBERLY BRUNS, INTERIM CITY CLERK

APPROVED AS TO FORM:

Dolores D Menendez
DOLORES D. MENENDEZ
CITY ATTORNEY

Item Number:	**B.(5)**
Meeting Date:	**12/10/2018**
Item Type:	**ORDINANCES/RESOLUTIONS - Introductions**

AGENDA REQUEST FORM
CITY OF CAPE CORAL

TITLE:
Ordinance 84-18 Set Public Hearing Date for January 7, 2019

REQUESTED ACTION:
Approve or Deny

STRATEGIC PLAN INFO:

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

PLANNING & ZONING/HEARING EXAMINER/STAFF RECOMMENDATIONS:

SUMMARY EXPLANATION AND BACKGROUND:
An ordinance approving the Grant of Easement and Construction Agreement between the City of Cape Coral and The School Board of Lee County granting to the School Board an easement for the construction, installation, maintenance, operation, repair and replacement of the School Board's private horizontal directionally drilled underground chiller lines connecting and servicing the school properties crossing the Agualinda Boulevard right-of-way between Ida S. Baker High School and Gulf Middle School, and accepting the conveyance of a parcel of land from the School Board to be used for future access to the City's property adjacent and west of Ida S. Baker High School, being a portion of Lots 21 and 22, as shown on the unrecorded plat of Agualinda Heights; authorizing and directing the Mayor to execute the Grant of Easement and Construction Agreement.

LEGAL REVIEW:
Brian R. Bartos, Assistant City Attorney

EXHIBITS:
Ordinance 84-18

PREPARED BY:
Division- Department- City Attorney

SOURCE OF ADDITIONAL INFORMATION:
Dawn Andrews, Property Broker

ATTACHMENTS:

	Description	Type
🗋	Ordinance 84-18	Ordinance

ORDINANCE 84 - 18

AN ORDINANCE APPROVING A GRANT OF EASEMENT AND CONSTRUCTION AGREEMENT BETWEEN THE CITY OF CAPE CORAL AND THE SCHOOL BOARD OF LEE COUNTY, GRANTING TO THE SCHOOL BOARD AN EASEMENT FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, OPERATION, REPAIR AND REPLACEMENT OF THE SCHOOL BOARD'S PRIVATE HORIZONTAL DIRECTIONALLY DRILLED UNDERGROUND CHILLER LINES CONNECTING AND SERVICING THE SCHOOL PROPERTIES CROSSING THE AGUALINDA BOULEVARD RIGHT-OF-WAY BETWEEN IDA S. BAKER HIGH SCHOOL AND GULF MIDDLE SCHOOL, AS MORE PARTICULARLY DESCRIBED HEREIN, AND ACCEPTING THE CONVEYANCE OF A PARCEL OF LAND FROM THE SCHOOL BOARD BEING A PORTION OF LOTS 21 AND 22, AS SHOWN ON THE UNRECORDED PLAT OF AGUALINDA HEIGHTS, AS MORE PARTICULARLY DESCRIBED HEREIN; AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE THE GRANT OF EASEMENT AND CONSTRUCTION AGREEMENT; 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 the Grant of Easement and Construction Agreement between the City of Cape Coral and The School Board of Lee County (the "School Board"), granting to the School Board a perpetual non-exclusive Utility Easement for subsurface utility installation, construction, maintenance, repair and replacement of the School Board's "private" horizontally drilled underground chiller lines within a 14" chill water pre-insulated high density polyethylene pipe, utilities and related improvements, sewer, water, telephone, cable, fiber optic, and any other similar utility, under, across, within and through property owned by the City which comprises a portion of Agualinda Boulevard between Ida S. Baker High School and Gulf Middle School, as more particularly described as follows:

A PARCEL OF LAND LYING IN THE NORTH ONE-HALF OF SECTION 4, TOWNSHIP 45 SOUTH, RANGE 23 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 4, RUN N89°49'10"E ALONG THE NORTH LINE OF SAID SOUTHEAST 1/4 OF THE NORTHWEST 1/4 FOR A DISTANCE OF 1305.18 FEET; THENCE LEAVING SAID LINE S00°10'50"E A DISTANCE OF 78.60 FEET TO THE POINT OF BEGINNING;

THENCE S85°37'54"E A DISTANCE OF 77.41 FEET;
THENCE S00°18'34"W A DISTANCE OF 15.04 FEET;
THENCE N85°37'54"W A DISTANCE OF 80.68 FEET;
THENCE N12°43'00"W A DISTANCE OF 15.16 FEET TO THE POINT OF BEGINNING;

THE ABOVE DESCRIBES APPROXIMATELY 1,186 SQUARE FEET OF LAND.

COORDINATES SHOWN HEREON ARE RELATIVE TO NAD83 FLORIDA STATE PLANE, WEST ZONE, US FOOT;

and accepting the conveyance of a parcel of land from the School Board to be used for future access to the City's property adjacent and west of Ida S. Baker High School, as more particularly described as follows:

A PARCEL OF LAND LYING IN THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 45 SOUTH, RANGE 23 EAST; ALSO BEING A PORTION OF LOTS 21 AND 22, AS SHOWN ON THE UNRECORDED PLAT OF AGUALINDA HEIGHTS, RECORDED IN OFFICIAL RECORDS BOOK 409 AT PAGES 63 THROUGH 65 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF TRACT "A", BLOCK 4702, CAPE CORAL UNIT 70 AS RECORDED IN PLAT BOOK 22 AT PAGES 58 THROUGH 87 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE RUN NORTH 00°38'04" EAST ALONG THE WEST LINE OF LOT 21 AS SHOWN ON SAID UNRECORDED PLAT OF AGUALINDA HEIGHTS FOR A DISTANCE OF 30.00 FEET TO THE **POINT OF BEGINNING**; THENCE

CONTINUE NORTH 00°38'04" EAST, ALONG SAID LINE, FOR A DISTANCE OF 60.00 FEET; THENCE RUN SOUTH 89°59'48" EAST FOR A DISTANCE OF 537.51 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF AGUALINDA BOULEVARD (VARIABLE WIDTH RIGHT-OF-WAY) SAID POINT ALSO BEING A POINT ON A NON-TANGENT CIRCULAR CURVE WHOSE RADIUS POINT BEARS SOUTH 75°51'01" EAST; THENCE RUN SOUTHERLY ALONG SAID WESTERLY RIGHT-OF-WAY AND ALONG AN ARC OF A CURVE HAVING A RADIUS OF 450.00 FEET, THROUGH A CENTRAL ANGLE OF 7°46'10", SUBTENDED BY A CHORD OF 60.97 FEET, AT A BEARING OF SOUTH 10°15'56" WEST, FOR AN ARC DISTANCE OF 61.02 FEET; THENCE RUN NORTH 89°59'48" WEST, ALONG A LINE BEING 30.00 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 45 SOUTH, RANGE 23 EAST FOR A DISTANCE OF 527.31 FEET TO THE **POINT OF BEGINNING**.

SAID PARCEL CONTAINS 31,901 SQUARE FEET, OR 0.73 ACRES, MORE OR LESS.

Section 2. The Mayor is hereby authorized and directed to execute the Grant of Utility Easement and Construction Agreement, 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	_____	COSDEN	_____

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

_____
KIMBERLY BRUNS
INTERIM CITY CLERK

APPROVED AS TO FORM:

_____
BRIAN R. BARTOS
ASSISTANT CITY ATTORNEY
ord\Utility Easement & Construction Agreement-Lee County School Board

Prepared by:
City of Cape Coral
P.O. Box 150027
Cape Coral, FL 33915-0027
Strap: 04-45-23-C2-00005.0000
04-45-23-C1-00100.0210

GRANT OF EASEMENT AND CONSTRUCTION AGREEMENT

THIS GRANT OF EASEMENT AND CONSTRUCTION AGREEMENT ("Agreement") is made and entered into effective as of the _____ day of _____, 2018 ("Effective Date"), by and between the CITY OF CAPE CORAL, a Florida municipal corporation ("CITY"), whose address is P.O. Box 150027, Cape Coral, FL 33915-0027 and The School Board of Lee County, Florida ("SCHOOL BOARD"), whose address is 2855 Colonial Boulevard, Fort Myers, Florida 33966.

Background

WHEREAS, CITY is the owner of that certain real property located in Lee County, Florida, as more particularly described in **Exhibit "A"** attached hereto (hereinafter the "Easement Property") which comprises a portion of Agualinda Boulevard; and

WHEREAS, SCHOOL BOARD is the owner of that certain real property located in Lee County, Florida, abutting the Easement Property and upon which Ida S. Baker High School, Gulf Middle School, and Gulf Elementary School are located described in **Exhibit "B"** attached hereto (hereinafter the "School Properties"); and

WHEREAS, the parties desire to enter into this Agreement to provide for the construction, installation, maintenance, operation, repair and replacement of the SCHOOL BOARD's "private" horizontal directionally drilled underground chiller lines within a 14" chill water pre-insulated high density polyethylene pipe connecting and servicing the School Properties crossing Agualinda Boulevard right of way; and

WHEREAS, SCHOOL BOARD is willing to convey to the CITY fee title to land within the Ida S. Baker High School property, as more particularly described in **Exhibit "C"** attached hereto (hereinafter the "Donated Property") to benefit the CITY and to be used for future access to the City's property adjacent and to the west of Ida S. Baker High School.

NOW, THEREFORE, in consideration of the sum of TEN and no/100 DOLLARS ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, and intending to be legally bound, they hereby state as follows:

1. Recitals. The foregoing recitals are true and correct and are hereby incorporated into this Grant as though fully set forth below.

2. Grant of Easement. CITY hereby grants and conveys to SCHOOL BOARD a perpetual non-exclusive utility easement under, across, within, and through the Easement Property for subsurface utility installation, construction, operation, maintenance, repair and replacement, including the right of access to perform any such purpose. "Utility" shall include, but not be limited to, the SCHOOL BOARD's "private" horizontal directionally drilled underground chiller lines within a 14" chill water pre-insulated high density polyethylene pipe, utilities and related improvements, sewer, water, telephone, cable, fiber optic, and any other similar utility in existence at the time of this Easement or in the future. Upon request by SCHOOL BOARD, CITY shall cooperate in good faith to assist SCHOOL BOARD in obtaining any necessary permits or government approvals necessary to construct, install, repair, or maintain said underground chiller lines contemplated herein; provided, however, CITY shall not be required to incur any cost or expense in connection therewith. CITY shall not unreasonably withhold, condition, or delay in providing any consent required for the construction, installation, repair, or maintenance of said underground chiller lines contemplated herein. No portion of the Easement shall be excavated, altered, or obstructed, without the prior written permission of the CITY.

3. Construction & Maintenance. SCHOOL BOARD shall install and maintain, at no costs to the CITY, the directionally drilled chiller pipes, as depicted in the Davidson Engineering Plan and Profile Sheets C-24.00 through C-24.03, attached hereto as **Exhibit "D"**, in perpetuity or until the lines are abandoned by grouting solid. Should any leaks be identified in said chiller lines, the lines shall be shut down and repaired immediately or replaced. In the event the surface of the Easement Property is disturbed by the SCHOOL BOARD's exercise of any of its easement rights under this Agreement, such repairs shall meet the FDOT paving design standards in effect at the time of any repair or as required by the City. In addition, the SCHOOL BOARD shall be responsible for the repair to any City facilities including, but not limited to, pavement, drainage swales and structures.

SCHOOL BOARD agrees any currently existing City facilities, including, but not limited to, utility lines, drainage or road improvements damaged by the "private" horizontal directional drilled chiller lines shall be repaired at SCHOOL BOARD's sole cost and expense.

4. Permit Required. The SCHOOL BOARD agrees to seek all necessary permits prior to the start of construction. The SCHOOL BOARD shall have the right to construct said chiller lines in accordance with the plans and specifications approved by CITY.

5. Insurance. SCHOOL BOARD agrees to maintain liability insurance for damage or personal injury caused by the negligent acts of Board, its officers, agents or employees in an amount not less than One Million and No/100 ($1,000,000.00) Dollars naming the CITY as an "additional insured" prior to performing any directional drilling, installation, construction, and any subsequent repairs under, across, within, and through the Easement Property.

6. Indemnification. Each party agrees to indemnify, defend and hold the other party harmless from and against any and all claims, losses, injuries (including death), costs or judgments arising as a consequence of the acts or omissions of such party and such party's contractors, agents, employees, patrons, licensees or invitees, including reasonable attorney fees at trial and on appeal, together with all costs associated with such litigation. However, the indemnity obligations in this Agreement shall be subject to the limitations in Fla. Stat. 768.28, and any subsequent amendments. The provisions of this paragraph are not intended to abrogate the

sovereign immunity of CITY or SCHOOL BOARD beyond that set forth in Section 768.28, Florida Statutes.

7. Rights, Cumulative and No Waiver. No right or remedy herein conferred upon or reserved to any of the parties to this Agreement is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given under this Agreement or now or hereafter legally existing upon the occurrence of an event of default under this Agreement. The failure of any of the parties to this Agreement to insist at any time upon the strict observance or performance of any of the provisions of this Agreement, or to exercise any right or remedy as provided in this Agreement, shall not impair any such right or remedy or be construed as a waiver or relinquishment of such right or remedy with respect to subsequent defaults. Every right and remedy given by this Agreement to the parties hereof may be exercised from time to time and as often as may be deemed expedient by those parties.

8. Interpretation. Should any provision of this Agreement require interpretation in any judicial, administrative or other proceeding or circumstance, it is agreed that the court, administrative body or other entity interpreting or construing the same shall not apply a presumption that the terms thereof shall be more strictly construed against any party by reason of the rule of construction that a document is to be construed more strictly against the party who prepared the same, it being further agreed that both parties hereto have fully participated in the preparation of this Easement.

9. Attorney Fees. The parties agree that in the event any litigation arises in connection with this Agreement, the prevailing party or parties in any such litigation shall be entitled to recover its reasonable attorneys' fees, at trial and on appeal, and all costs of the action from the non-prevailing party.

10. Multiple Counterparts. This Agreement may be executed by all parties in multiple counterparts, each of which shall be deemed an original, but all of such counterparts taken together shall constitute one and the same Agreement.

11. Notice. All notices that are required or permitted under this Agreement shall be in writing and shall be deemed to have been delivered: (a) when delivered by personal delivery, (b) three (3) business days after having been deposited in the U.S. mail certified or registered, return receipt requested, with sufficient postage affixed, and with return receipt executed, or (c) one (1) business day after having been accepted for delivery by a nationally recognized overnight courier service (including, but not limited to, U.S. Express Mail, Federal Express or United Parcel Service). The addressees and addresses for the purpose of this paragraph may be changed by giving written notice to all other parties. Unless and until such written Notice is received, Notice will be sent to the attention of the Superintendent of Lee County Schools and to the City Manager of the City of Cape Coral, at the addresses first written in this Agreement.

12. Donated Property. Within 120 days of issuance of all permits relating to the construction of said chiller lines under Agualinda Boulevard right-of-way, the SCHOOL BOARD shall cause the Donated Property described in the attached **Exhibit "C"** to be conveyed to the CITY by Quit Claim Deed. Prior to execution the deed form shall be reviewed and approved by the City Attorney's office. SCHOOL BOARD shall pay real estate taxes, if any, and all non-ad

valorem fees on the Donated Property through the date of conveyance to the CITY. All other closing costs associated with the conveyance of the Donated Property, including documentary stamps, recording costs, and the cost of title insurance, if desired by the CITY, shall be paid by the CITY.

The SCHOOL BOARD shall maintain the existing driveway constructed on the Donated Property in accordance with SCHOOL BOARD standards until such time the CITY utilizes this access for public use to the park. In addition, prior to and subsequent to the City's use of the Donated Property, the SCHOOL BOARD shall continue to accept the discharge of the run-off from the existing driveway into the surface water management system (SWMS) for the Ida S. Baker High School development and shall provide any necessary easement(s) for same. Additionally, any such easement(s) shall contain a provision for maintenance by the CITY of the SWMS should the SCHOOL BOARD fail to maintain the SWMS to the extent that it effects the run-off from said driveway, however, the City shall not be obligated to maintain the SWMS.

13. Miscellaneous.

a. No waiver of any of the provisions of this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance which it relates and shall not be deemed to be a continuing and permanent waiver unless so specifically stated.

b. This Agreement, together with all of the rights, covenants, terms, agreements, conditions and restrictions set forth herein are intended to and shall be construed as running with the title to the Easement Property, and shall be binding upon, inure to the benefit of, and enforceable by the parties hereto, their respective successors and assigns. This Agreement shall be recorded in the Public Records of Lee County, Florida. The recording fee shall be paid by the SCHOOL BOARD.

c. This Agreement shall be governed by and construed under the laws of the State of Florida. In the event any term or provision of this Agreement is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed as deleted as such authority determines, and the remainder of this Agreement shall remain in full force and effect.

d. This Agreement is the entire agreement between the parties and may not be modified except by written instrument executed by the parties. No representations or warranties have been made, or relied upon, except as set forth herein.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, each party has hereunto set its hand and seal the day and year first below written.

The School Board of Lee County, Florida	The City of Cape Coral, a Florida municipal corporation
By: Pamela LaRiviere	By: _____
Its: Pamela LaRiviere, Vice Chair	Its: Joe Coviello, Mayor
APPROVED SEP 25 2018 SCHOOL BOARD OF LEE COUNTY	
APPROVED AS TO FORM	APPROVED AS TO FORM:
By: _____	By: _____
School Board Attorney	City Attorney's Office

STATE OF FLORIDA

COUNTY OF LEE

The foregoing instrument was signed and acknowledged before me this 25th day of Sept. 2018, by Pamela LaRiviere, as Vice Chair of The School Board of Lee County, Florida, who produced the following as identification _____ or is personally known to me and who did/did not take an oath.

[stamp or seal]

Notary Public State of Florida
Susan M Johnson
My Commission FF 240716
Expires 06/15/2019

Susan M. Johnson

[Signature of Notary]

Susan M. Johnson

[Typed or Printed Name]

STATE OF FLORIDA

COUNTY OF LEE

The foregoing instrument was signed and acknowledged before me this _____ day of _____ 2018, by Joe Coviello as Mayor of The City of Cape Coral, a Florida municipal corporation, who is personally known to me and who did/did not take an oath.

[stamp or seal]

_____

[Signature of Notary]

_____

[Typed or Printed Name]

EXHIBIT "A"
EASEMENT

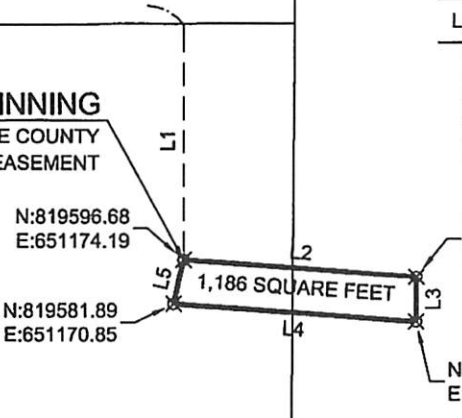
CITY OF CAPE CORAL
STRAP NO: 04-45-23-C1-00001.0000
FOLIO ID: 10100164

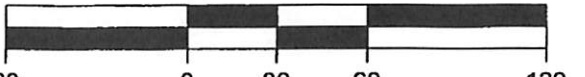
NORTH LINE OF SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 45 SOUTH, RANGE 23 EAST
N89°49'10"E 1305.18'

POINT OF COMMENCEMENT
NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 45 SOUTH, RANGE 23 EAST, LEE COUNTY , FLORIDA.
N: 819671.18
E: 649868.77

POINT OF BEGINNING
PROPOSED LEE COUNTY PUBLIC SCHOOL EASEMENT

LEE COUNTY DISTRICT SCHOOL BOARD
IDA S. BAKER HIGH SCHOOL
STRAP NO: 04-45-23-C1-00100.0210
FOLIO ID: 10104146





SCALE: 1" = 60'

LXX - LINE TABLE

LINE	BEARING	DISTANCE
L1	S00°10'50"E	78.60'
L2	S85°37'54"E	77.41'
L3	S00°18'34"W	15.04'
L4	N85°37'54"W	80.68'
L5	N12°43'00"E	15.16'

N

IDA S. BAKER HIGH SCHOOL PROPOSED LEE COUNTY PUBLIC SCHOOL EASEMENT DESCRIPTION

A PARCEL OF LAND LYING IN THE NORTH ONE-HALF OF SECTION 4, TOWNSHIP 45 SOUTH, RANGE 23 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 4, RUN N89°49'10"E ALONG THE NORTH LINE OF SAID SOUTHEAST 1/4 OF THE NORTHWEST 1/4 FOR A DISTANCE OF 1305.18 FEET; THENCE LEAVING SAID LINE S00°10'50"E A DISTANCE OF 78.60 FEET TO THE **POINT OF BEGINNING**;

THENCE S85°37'54"E A DISTANCE OF 77.41 FEET;
THENCE S00°18'34"W A DISTANCE OF 15.04 FEET;
THENCE N85°37'54"W A DISTANCE OF 80.68 FEET;
THENCE N12°43'00"W A DISTANCE OF 15.16 FEET TO THE POINT OF BEGINNING;

THE ABOVE DESCRIBES APPROXIMATELY 1,186 SQUARE FEET OF LAND.

COORDINATES SHOWN HEREON ARE RELATIVE TO NAD83 FLORIDA STATE PLANE, WEST ZONE, US FOOT.

NORTH-SOUTH QUARTER LINE OF SECTION 4, TOWNSHIP 45 SOUTH, RANGE 23 EAST

LEE COUNTY DISTRICT SCHOOL BOARD
GULF MIDDLE SCHOOL
STRAP NO: 04-45-23-C2-00005.0000
FOLIO ID: 10100167

COASTAL ENGINEERING CONSULTANTS, INC.
FLORIDA BUSINESS AUTHORIZATION NO. LB 2464

Digitally signed by RICHARD J. EWING, P.S.M. 5295
DN: cn=RICHARD J. EWING, P.S.M. 5295, o=COASTAL ENGINEERING CONSULTANTS, INC., ou, email=rewing@cecifl.com, c=US
Date: 2018.08.03 08:16:12 -04'00'

RICHARD J. EWING, VP
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 5295
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER
DATE OF SIGNATURE:

SHEET 1 OF 1
FILE NO: 17.028

COASTAL ENGINEERING CONSULTANTS INC.
A CECI GROUP COMPANY
Serving Florida Since 1977
3106 SOUTH HORSESHOE DRIVE
NAPLES, FLORIDA 34104

CIVIL ENGINEERING
SURVEY & MAPPING
COASTAL ENGINEERING
ENVIRONMENTAL
PLANNING SERVICES
PHONE: (239)643-2324
FAX: (239)643-1143
www.coastalengineering.com
E-Mail: info@cecifl.com

CLIENT: DAVIDSON ENGINEERING

TITLE: SKETCH OF DESCRIPTION OF A PARCEL OF LAND LYING IN THE NORTH ONE-HALF OF SECTION 4, TOWNSHIP 45 SOUTH, RANGE 23 EAST, LEE COUNTY, FLORIDA

DATE:	08/02/18	SCALE:	1" = 60'
DRAWN:	MMW	F.B.	N/A
CHECKED:	RJE	PG.	N/A
SEC.	25	TWP. 46S	RNG. 25E
ACAD NO.			17.028
REF. NO.			17.028-SKETCH

NO.	DATE	BY	REVISION DESCRIPTION

EXHIBIT "B"

LEGAL DESCRIPTION

PARCEL A

THE SW 1/4, OF THE SW 1/4, OF THE SE 1/4, OF THE NW 1/4;
THE SE 1/4, OF THE SW 1/4, OF THE SE 1/4 OF THE NW 1/4;
THE SW 1/4, OF THE SE 1/4, OF THE SE 1/4, OF THE NW 1/4;
THE SE 1/4, OF THE SE 1/4, OF THE SE 1/4, OF THE NW 1/4;
THE NE 1/4, OF THE SE 1/4, OF THE SE 1/4, OF THE NW 1/4;
THE NW 1/4, OF THE SE 1/4, OF THE SE 1/4, OF THE NW 1/4;
THE NE 1/4, OF THE SW 1/4, OF THE SE 1/4, OF THE NW 1/4; AND
THE NW 1/4, OF THE SW 1/4, OF THE SE 1/4 OF THE NW 1/4,
ALL IN SECTION 4, TOWNSHIP 45 SOUTH, RANGE 23 EAST, LEE COUNTY, FLORIDA; ALSO KNOWN AS LOTS 21 THROUGH 28, INCLUSIVE, AGUALINDA HEIGHTS SUBDIVISION, PER MAP ATTACHED TO INSTRUMENT IN OFFICIAL RECORD BOOK 409, PAGES 64 AND 65 PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

PARCEL B

THE SW 1/4, OF THE NW 1/4, OF THE SE 1/4, OF THE NW 1/4 AND
THE SE 1/4, OF THE NW 1/4, OF THE SE 1/4, OF THE NW 1/4,
SECTION 4, TOWNSHIP 45 SOUTH, RANGE 23 EAST, LEE COUNTY, FLORIDA, ALSO KNOWN AS LOTS 37 AND 38, AGUALINDA HEIGHTS SUBDIVISION, PER MAP ATTACHED TO INSTRUMENT IN O.R. BOOK 409, PAGE 65, PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

PARCEL C

THE SW 1/4, OF THE NE 1/4, OF THE SE 1/4, OF THE NW 1/4, AND THE SE 1/4, OF THE NE 1/4 OF THE SE 1/4 OF THE NW 1/4, IN SECTION 4, TOWNSHIP 45 SOUTH, RANGE 23 EAST, LEE COUNTY, FLORIDA; ALSO KNOWN AS LOTS 39 AND 40, AGUALINDA HEIGHTS SUBDIVISION, PER MAP ATTACHED TO INSTRUMENT IN O.R. BOOK 409, PAGE 65, PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

PARCEL D

PARCEL 1: THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) ALSO KNOWN AS LOT 41, AGUALINDA HEIGHTS, UNDRECORDED.

PARCEL 2: THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) ALSO KNOWN AS LOT 42, AGUALINDA HEIGHTS, UNDRECORDED.

PARCEL 3: THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) ALSO KNOWN AS LOT 43, AGUALINDA HEIGHTS, UNDRECORDED.

PARCEL 4: THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) ALSO KNOWN AS LOT 44, AGUALINDA HEIGHTS, UNDRECORDED.

EACH CONTAINING 2.5 ACRES MORE OR LESS, ALL LOCATED IN SECTION 4, TOWNSHIP 45 SOUTH, RANGE 23 EAST, ALSO KNOWN AS AGUALINDA HEIGHTS SUBDIVISION, UNRECORDED AS RECAORDED IN O.R. BOOK 409, PAGE 64, PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

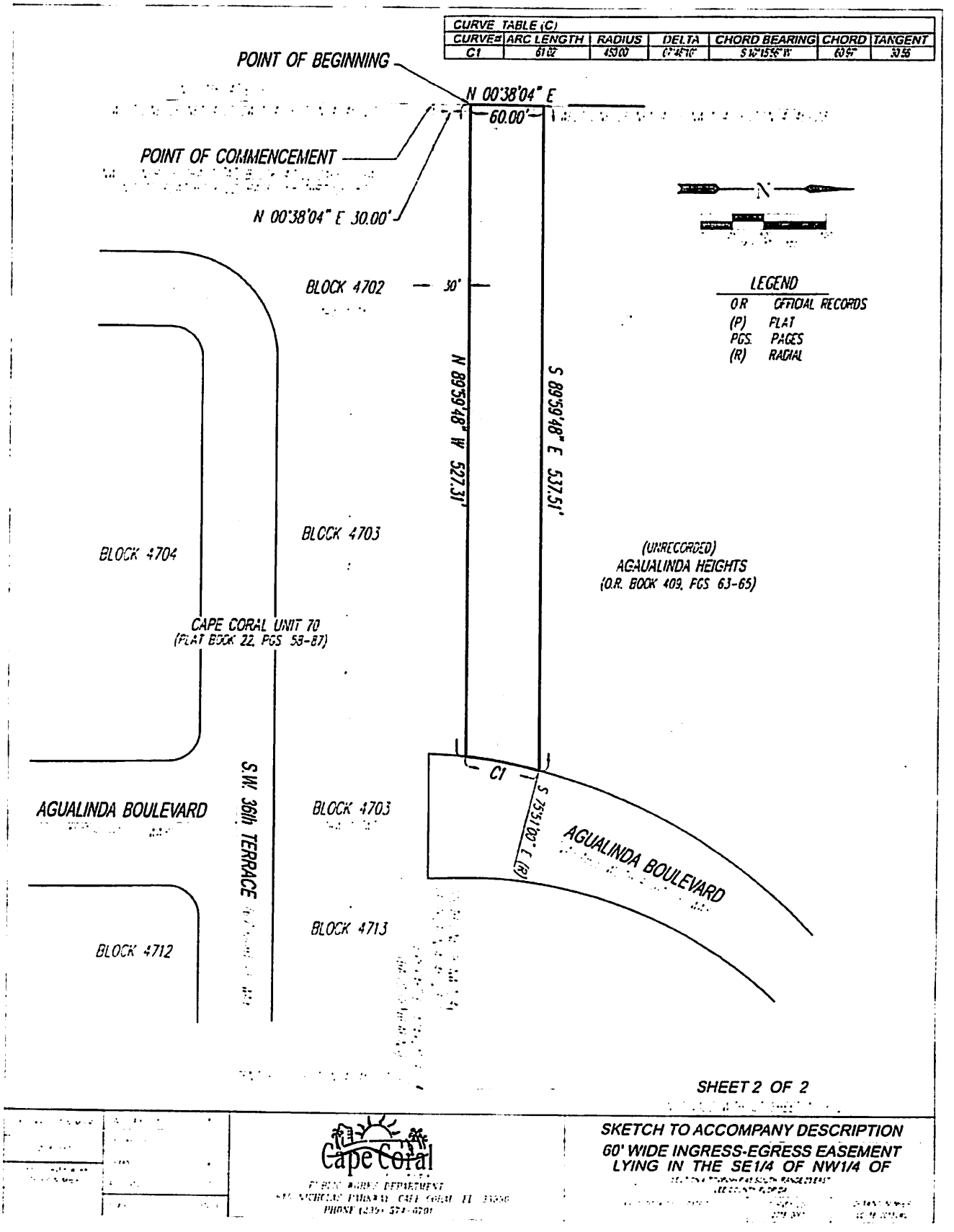
ALL OF THE ABOVE ALSO KNOWN AS THE SOUTHEAST ONE QUARTER (SE 1/4) OF THE NORTHWEST ONE QUARTER (NW 1/4) OF SECTION 04, TOWNSHIP 45 SOUTH, RANGE 23 EAST, LEE COUNTY, FLORIDA.

The Southwest quarter of the Northeast quarter of Section 4, Township 45 South, Range 23 East, Lee County, Florida.

South half (S½) of the Northwest quarter (NW¼) of the Northeast quarter (NE¼) of Section 4, Township 45 South, Range 23 East, Lee County, Florida.

EXHIBIT "C"

DONATED PROPERTY



60' INGRESS/EGRESS EASEMENT

(CC-18-0013)

A Parcel of land lying in the Northwest 1/4 of Section 4, Township 45 South, Range 23 East; also being a portion of Lots 21 and 22, as shown on the unrecorded Plat of Agualinda Heights, recorded in Official Records Book 409 at Pages 63 through 65 of the Public Records of Lee County, Florida; being more particularly described as follows:

Commence at the Northwest corner of Tract "A", Block 4702, Cape Coral Unit 70 as recorded in Plat Book 22 at Pages 58 through 87 of the Public Records of Lee County, Florida; Thence run North 00°38'04" East along the West line of lot 21 as shown on said unrecorded Plat of Agualinda Heights for a distance of 30.00 feet to the **Point of Beginning**; Thence continue North 00°38'04" East, along said line, for a distance of 60.00 feet; Thence run South 89°59'48" East for a distance of 537.51 feet to a point on the Westerly right-of-way of Agualinda Boulevard (variable width right-of-way) said point also being a point on a non-tangent circular curve whose radius point bears South 75°51'01" East; Thence run southerly along said westerly right-of-way and along an arc of a curve having a radius of 450.00 feet, through a central angle of 7°46'10", subtended by a chord of 60.97 feet, at a bearing of South 10°15'56" West, for an arc distance of 61.02 feet; Thence run North 89°59'48" West, along a line being 30.00 feet North of and parallel to the South line of the Northwest 1/4 of Section 4, Township 45 South, Range 23 East for a distance of 527.31 feet to the **Point of Beginning.**

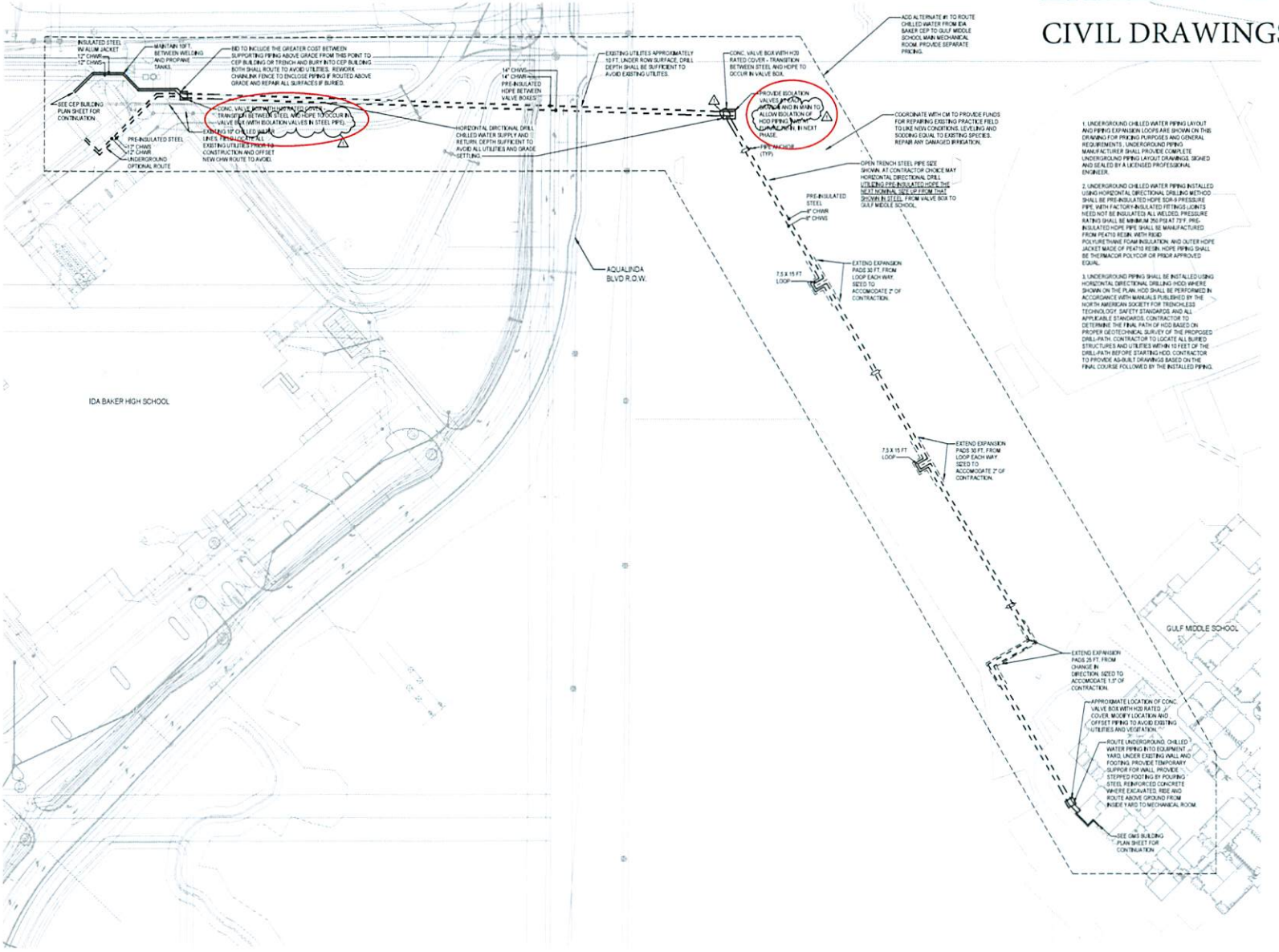
Said parcel contains 31,901 square feet, or 0.73 acres, more or less.

Digitally signed by Tom Chernesky, PSM #5426
DN: cn=Tom Chernesky, PSM #5426, o=City of Cape Coral, ou=Public Works Survey Division, email=TChernes@capecoral.net, c=US
Date: 2018.08.24 09:09:01 -04'00'

Sheet 1 of 2

EXHIBIT "D"

CIVIL DRAWINGS



1. UNDERGROUND CHILLED WATER PIPING LAYOUT AND PIPING EXPANSION LOOPS ARE SHOWN ON THIS DRAWING FOR PRICING PURPOSES AND GENERAL REQUIREMENTS. UNDERGROUND PIPING MANUFACTURER SHALL PROVIDE COMPLETE UNDERGROUND PIPING LAYOUT DRAWINGS, SIGNED AND SEALED BY A LICENSED PROFESSIONAL ENGINEER.

2. UNDERGROUND CHILLED WATER PIPING INSTALLED USING HORIZONTAL DIRECTIONAL DRILLING METHOD SHALL BE PRE-INSULATED HDPE SDR-9 PRESSURE PIPE, WITH FACTORY-INSULATED FITTINGS (JOINTS NEED NOT BE INSULATED ALL WELDED, PRESSURE RATING SHALL BE MINIMUM 250 PSI AT 73°F. PRE-INSULATED HDPE PIPE SHALL BE MANUFACTURED FROM PE4710 RESIN, WITH RIGID POLYURETHANE FOAM INSULATION, AND OUTER HDPE JACKET MADE OF PE4710 RESIN. HDPE PIPING SHALL BE THERMACOR POLYCOR OR PRIOR APPROVED EQUAL.

3. UNDERGROUND PIPING SHALL BE INSTALLED USING HORIZONTAL DIRECTIONAL DRILLING (HDD) WHERE SHOWN ON THE PLAN. HDD SHALL BE PERFORMED IN ACCORDANCE WITH MANUALS PUBLISHED BY THE NORTH AMERICAN SOCIETY FOR TRENCHLESS TECHNOLOGY, SAFETY STANDARDS, AND ALL APPLICABLE STANDARDS. CONTRACTOR TO DETERMINE THE FINAL PATH OF HDD BASED ON PROPER GEOTECHNICAL SURVEY OF THE PROPOSED DRILL-PATH. CONTRACTOR TO LOCATE ALL BURIED STRUCTURES AND UTILITIES WITHIN 10 FEET OF THE DRILL-PATH BEFORE STARTING HDD. CONTRACTOR TO PROVIDE AS-BUILT DRAWINGS BASED ON THE FINAL COURSE FOLLOWED BY THE INSTALLED PIPING.

1 MECHANICAL SITE
1" = 60'-0"

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ENGINEERING FOR ARCHITECTURE
13099 S. Cleveland Ave., Ste. 500
Fort Myers, Florida 33907-3869
PH: 239.275.4240
Fax: 239.275.3511
www.tlc-engineers.com
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IDA BAKER HIGH SCHOOL - CENTRAL
ENERGY PLANT RENOVATION PHASE 1

3500 Agualinda Blvd. Cape Coral, FL 33914

Revisions:

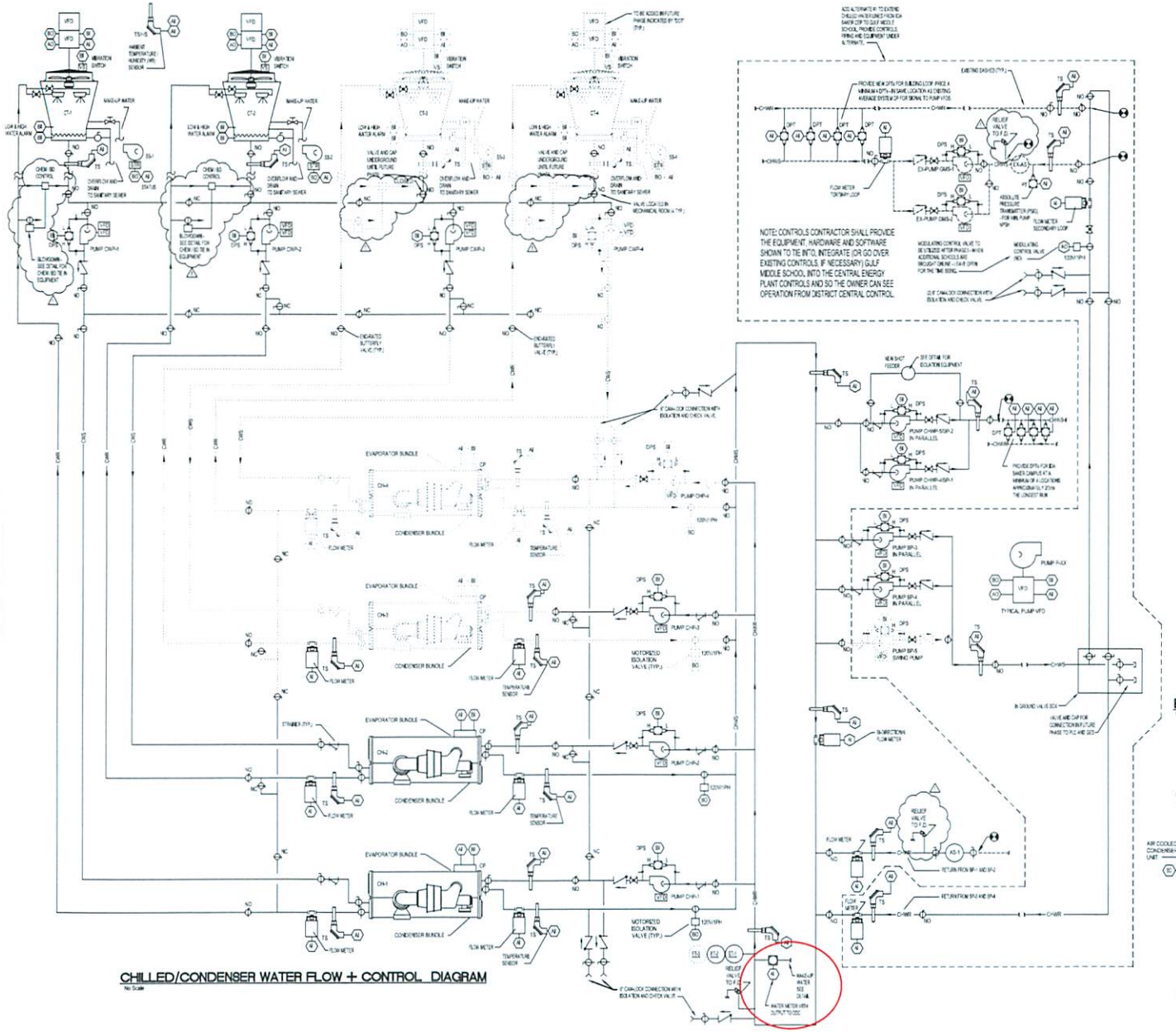
No.	Date	Description
1	01/18/18	ADDENDUM #1

Seal

Project No.	717030
Issue Date	10/19/17
Drawn By	Author
Approved By	Approver
Scale	1" = 60'-0"

Drawing Title:
MECHANICAL SITE

Drawing No.
M0.06



CHILLED/CONDENSER WATER FLOW + CONTROL DIAGRAM

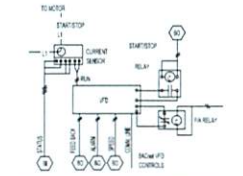
No Scale

GENERAL NOTES:

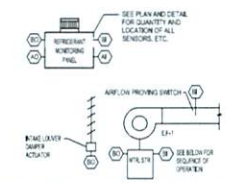
1. USE VFD OR PROVIDE CURRENT SENSOR SWITCHES FOR PUMPS AND FANS FOR STATUS.
2. PROVIDE FLOW METERS AND TEMPERATURE SENSORS WHERE INDICATED.
3. PROVIDE FLOW METERS ON CHILLER EVAPORATORS & CONDENSERS.
4. CHILLER AND VFD SHALL BE CAPABLE OF INTERFACING WITH THE BUILDING AUTOMATION SYSTEM TO ALLOW MONITORING AND ENERGY MEASUREMENT.
5. PROVIDE A PRESSURE TRANSMITTERS AT MINIMUM 4 LOCATIONS ZONES THE LENGTH OF LONGEST RUN

LEGEND

BO	BINARY OUTPUT
BI	BINARY INPUT
AO	ANALOG OUTPUT
AI	ANALOG INPUT
DPT	DIFFERENTIAL PRESSURE TRANSMITTER
CS	CURRENT SENSOR SWITCH
N.C.	NORMALLY CLOSED
N.O.	NORMALLY OPEN

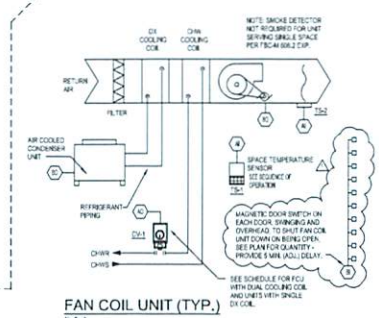


TYP. VFD WIRING DIAGRAM



EXHAUST FAN - CONTROL DIAG.

No Scale



FAN COIL UNIT (TYP.)

No Scale

TLC
ENGINEERING FOR ARCHITECTURE
13099 S. Cleveland Ave., Ste. 500
Fort Myers, Florida 33907-3869
PH: 239.275.4240
Fax: 239.275.3511
www.tlc-engineers.com
COA 15

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IDA BAKER HIGH SCHOOL - CENTRAL ENERGY PLANT RENOVATION PHASE 1

3500 Aguallinda Blvd, Cape Coral, FL 33914

Revisions:

No.	Date	Description
1	01/18/18	ADDENDUM #1

Seal

Project No.:	717030
Issue Date:	10/19/17
Drawn By:	MWH
Approved By:	MWH
Scale:	AS INDICATED

Drawing Title:

MECHANICAL CONTROLS

Drawing No.:

M0.08

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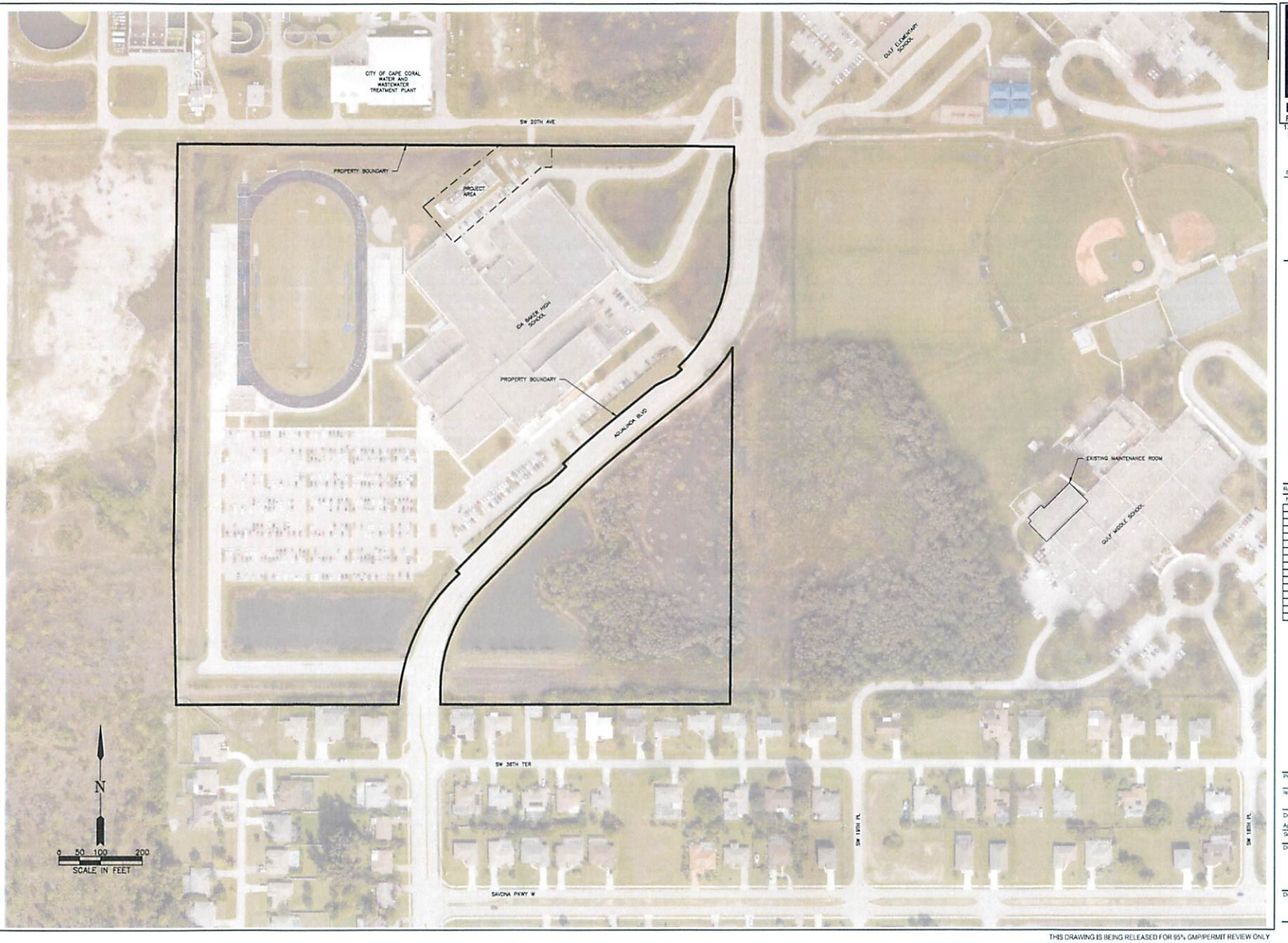

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Fort Myers, Florida 33907-3869
PH: 239.275.4240
Fax: 239.275.3511
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ENERGY PLANT RENOVATION PHASE 1

3500 AGUALINDA BLVD, CAPE CORAL, FL 33914

Revisions

No.	Date	Description
1	01/18/2018	ADDENDUM #1

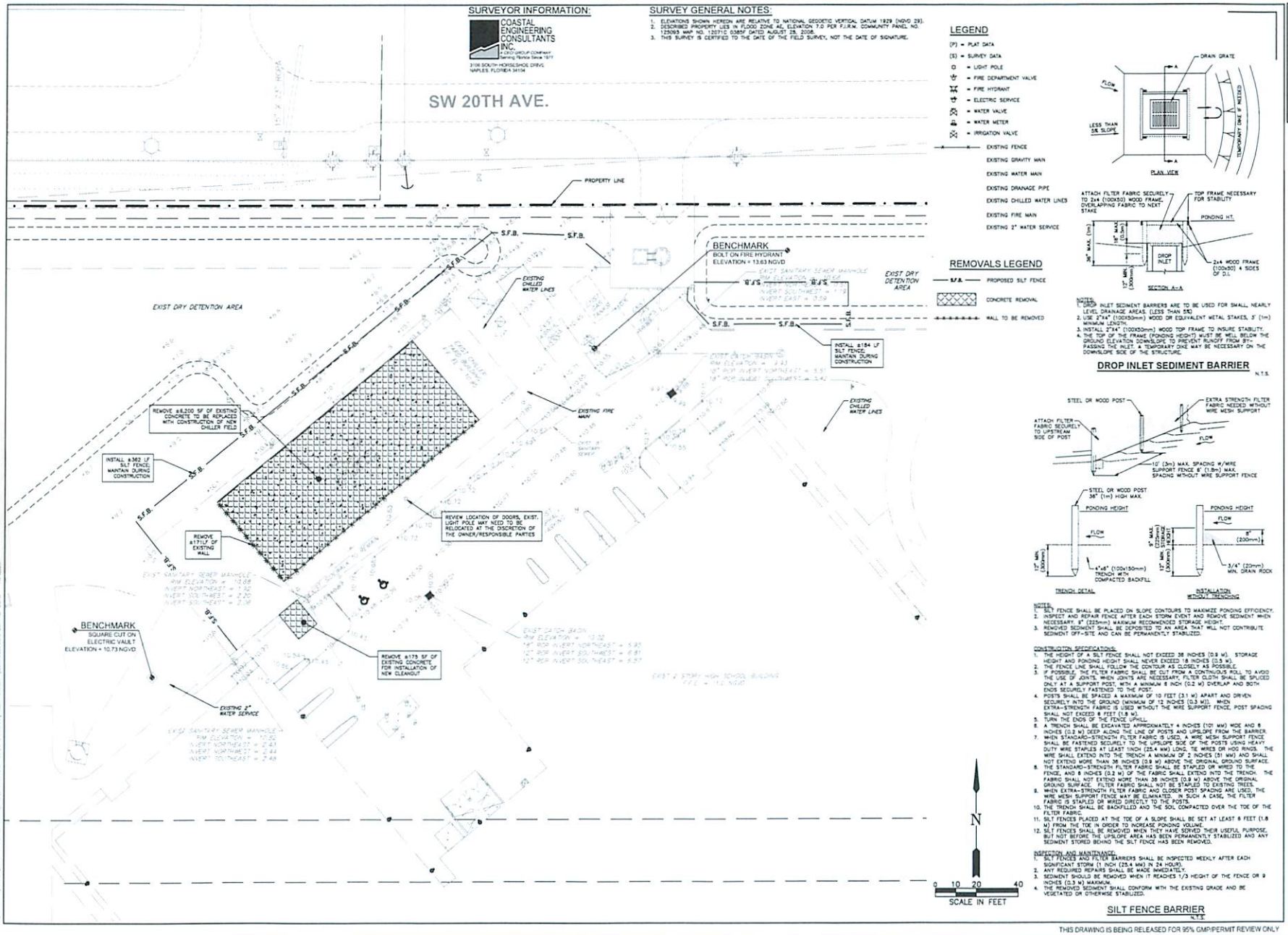
DAVIDSON
4365 Radio Road, Suite 201
Naples, Florida 34104
P: 239.434.0060 F: 239.434.6084
Cert. of Authorization No. 00009496

Project No.	717030
Issue Date	10/19/17
Drawn By:	JAW
Approved By:	JAW
Scale:	
Drawing Title:	

AERIAL VIEW

Drawing No.

C-00.20



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PH: 239.275.4240
Fax: 239.275.3511
www.tlc-engineers.com
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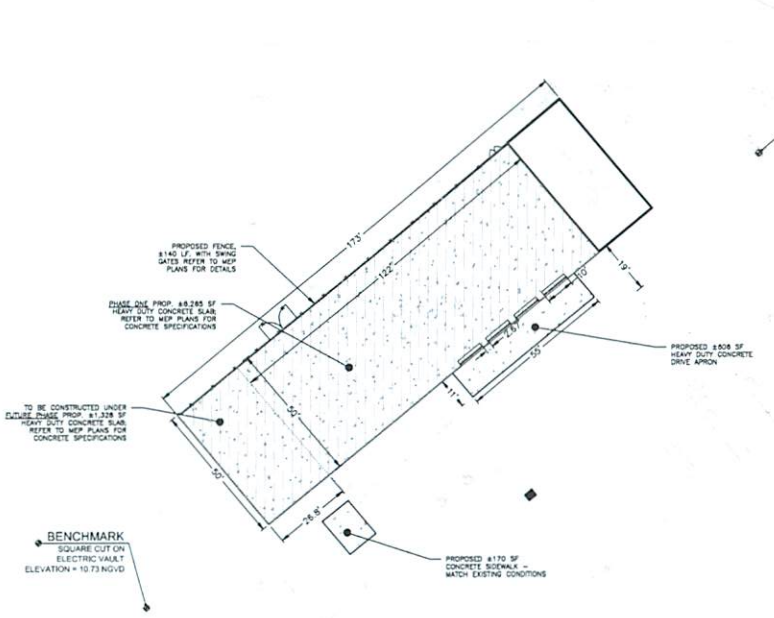
3500 AGUALINDA BLVD, CAPE CORAL, FL 33914

Revisions:

No.	Date	Description
1	01/18/2018	ADDENDUM #1

DAVIDSON
4365 Radio Road, Suite 201
Naples, Florida 34104
P: 239.434.8085 F: 239.434.8084
Cert. of Authorization No. 30009496

Project No: 717030
Issue Date: 10/19/17
Drawn By: JAW
Approved By: JAW
Scale:
Drawing Title: EXISTING CONDITIONS, DEMOLITION, AND NPDES PLAN & DETAILS
Drawing No: C-10.00



LEGEND

- EXISTING ELEVATION (FT-NAVD)
- PROPOSED ELEVATION (FT-NAVD)
- DIRECTION OF DRAINAGE FLOW
- HEAVY/STANDARD CONCRETE SECTION (COORDINATE WITH STRUCTURAL ENGINEER)
- STANDARD CONCRETE SECTION
- PROPOSED FENCE

PRE-DEVELOPMENT LAND USE TABLE FOR BASIN

USE	ACRES	% OF SITE
BUILDINGS	4.98 ACRES	12.2%
PAVEMENT/SIDEWALKS	11.91 ACRES	29.1%
LAKE	2.23 ACRES	5.4%
OTHER	4.31 ACRES	10.5%
PERVIOUS AREA	17.55 ACRES	42.8%
TOTAL AREA	40.98 ACRES	100.0%

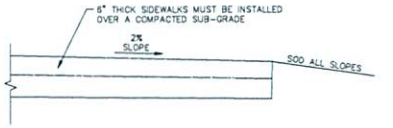
*PER APPROVED SFWMD PERMIT #36-04905-P (APP #040224-25).

POST-DEVELOPMENT LAND USE TABLE FOR BASIN

USE	ACRES	% OF SITE
BUILDINGS	5.01 ACRES	12.2%
PAVEMENT/SIDEWALKS	11.97 ACRES	29.2%
LAKE	2.23 ACRES	5.4%
OTHER	4.31 ACRES	10.5%
PERVIOUS AREA	17.46 ACRES	42.6%
TOTAL AREA	40.98 ACRES	100.0%

GENERAL SITE NOTES

1. THESE PLANS ARE PREPARED IN NGVD DATUM.
2. THE APPROVAL OF THESE CONSTRUCTION PLANS DOES NOT AUTHORIZE CONSTRUCTION OF REQUIRED IMPROVEMENTS WHICH ARE INCONSISTENT WITH EASEMENTS OF RECORD.
3. ALL CATEGORY 1 INVASIVE EXOTIC PLANTS AS DEFINED BY THE FLORIDA EXOTIC PEST PLANTS COUNCIL, SHALL BE REMOVED FROM WITHIN THE PRESERVE AREAS AND SUBSEQUENT ANNUAL REMOVAL OF THOSE PLANTS (IN PERPETUITY) SHALL BE THE RESPONSIBILITY OF THE OWNER.
4. FIRE FIGHTING WATER SUPPLY SHALL BE AVAILABLE PRIOR TO THE PLACEMENT OR STORAGE OF ANY COMBUSTIBLE MATERIALS ON SITE.
5. ALL PROHIBITED NON-NATIVE/EXOTIC VEGETATION AS DEFINED BY THE COLLIER COUNTY LDC SHALL BE REMOVED FROM THE SITE & IT SHALL BE MAINTAINED FREE OF EXOTICS IN PERPETUITY. ALL ANNUAL REMOVAL OF EXOTIC VEGETATION SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER
6. THIS SITE PLAN SHALL MEET ALL REQUIREMENTS OF THE CITY OF CAPE CORAL LDC UNLESS VARIANCES WERE OBTAINED PRIOR TO CONSTRUCTION.
7. THE SURFACE WATER MANAGEMENT SYSTEM & ALL INFRASTRUCTURE IMPROVEMENTS AND ONSITE UTILITIES SHALL BE OWNED AND MAINTAINED BY THE PROPERTY OWNER.
8. RESTORE SITE TO ORIGINAL CONDITIONS
9. CONTRACTOR RESPONSIBLE TO LOCATE ALL EXISTING UTILITIES
10. ALL IDENTIFIED EXISTING UTILITIES HAVE BEEN SHOWN BASED ON RECORD DRAWINGS & HISTORIC PERMITS
11. THE SURFACE WATER MANAGEMENT SYSTEM, ALL INFRASTRUCTURE IMPROVEMENTS AND ONSITE UTILITIES SHALL BE OWNED AND MAINTAINED BY THE PROPERTY OWNER.



SIDEWALK DETAIL
N.T.S.

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13099 S. Cleveland Ave., Ste. 500
Fort Myers, Florida 33907-3869
PH: 239.275.4240
Fax: 239.275.3511
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IDA BAKER HIGH SCHOOL - CENTRAL
ENERGY PLANT RENOVATION PHASE 1
3500 AQUALINDA BLVD, CAPE CORAL, FL 33914

Revisions

No.	Date	Description
1	01/18/2018	ADDENDUM #1

DAVIDSON ENGINEERING
4365 Radio Road, Suite 201
Naples, Florida 34104
P: 239.434.8080 F: 239.434.8084
Cert. of Authorization No. 00009496

Project No: 717030
Issue Date: 10/19/17
Drawn By: JAW
Approved By: JAW
Scale:

Drawing Title:
MASTER SITE AND STRIPING PLAN

Drawing No:
C-20.00

FLOOD ZONE INFO

FLOOD ZONE: X
BASE FLOOD ELEVATION = 9.30 FT-NGVD (8.0 FT-NAVD)
DESIGN FLOOD ELEVATION = 10.30 FT-NGVD

GENERAL SITE NOTES

1. THESE PLANS ARE PREPARED IN NGVD DATUM.
2. THE APPROVAL OF THESE CONSTRUCTION PLANS DOES NOT AUTHORIZE CONSTRUCTION OF REQUIRED IMPROVEMENTS WHICH ARE INCONSISTENT WITH EASEMENTS OF RECORD.
3. ALL CATEGORY 1 INVASIVE EXOTIC PLANTS AS DEFINED BY THE FLORIDA EXOTIC PEST PLANTS COUNCIL SHALL BE REMOVED FROM WITHIN THE PRESERVE AREAS AND SUBSEQUENT ANNUAL REMOVAL OF THESE PLANTS (IN PERPETUITY) SHALL BE THE RESPONSIBILITY OF THE OWNER.
4. FIRE FIGHTING WATER SUPPLY SHALL BE AVAILABLE PRIOR TO THE PLACEMENT OR STORAGE OF ANY COMBUSTIBLE MATERIALS ON SITE.
5. ALL PROHIBITED NON-NATIVE/EXOTIC VEGETATION AS DEFINED BY THE CITY OF CAPE CORAL LDC SHALL BE REMOVED FROM THE SITE & IT SHALL BE MAINTAINED FREE OF EXOTICS IN PERPETUITY. ALL ANNUAL REMOVAL OF EXOTIC VEGETATION SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER
6. THIS SITE PLAN SHALL MEET ALL REQUIREMENTS OF THE CITY OF CAPE CORAL LDC UNLESS VARIANCES WERE OBTAINED PRIOR TO CONSTRUCTION.
7. THE SURFACE WATER MANAGEMENT SYSTEM & ALL INFRASTRUCTURE IMPROVEMENTS AND ONSITE UTILITIES SHALL BE OWNED AND MAINTAINED BY THE PROPERTY OWNER.
8. RESTORE SITE TO ORIGINAL CONDITIONS
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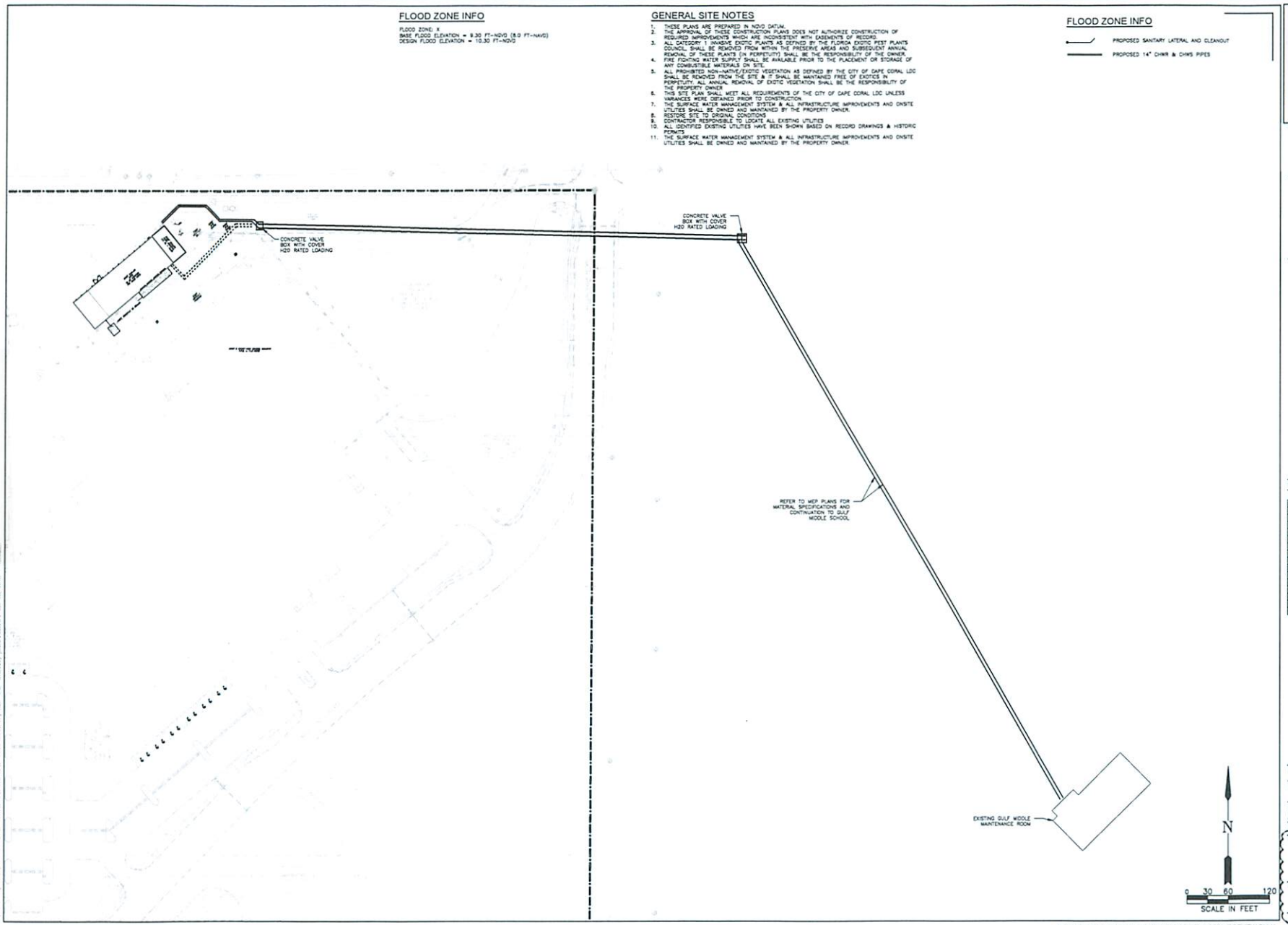
11. THE SURFACE WATER MANAGEMENT SYSTEM & ALL INFRASTRUCTURE IMPROVEMENTS AND ONSITE UTILITIES SHALL BE OWNED AND MAINTAINED BY THE PROPERTY OWNER.

FLOOD ZONE INFO

PROPOSED SANITARY LATERAL AND CLEANOUT

PROPOSED 14" DHWR & DHWS PIPES



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Fort Myers, Florida 33907-3869
PH: 239.275.4240
Fax: 239.275.3511
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IDA BAKER HIGH SCHOOL - CENTRAL
ENERGY PLANT RENOVATION PHASE 1

3500 AGUALINDA BLVD, CAPE CORAL, FL 33914

Revisions:

No.	Date	Description
1	01/18/2018	ADDENDUM #1

DAVIDSON
4365 Radio Road, Suite 201
Naples, Florida 34104
P 239.434.6080 F 239.434.6084
Cert. of Authorization No. 00003496

Project No: 717030
Issue Date: 10/19/17
Drawn By: JAW
Approved By: JAW
Scale:

Drawing Title: OVERALL UTILITY PLAN

Drawing No: C-21.00

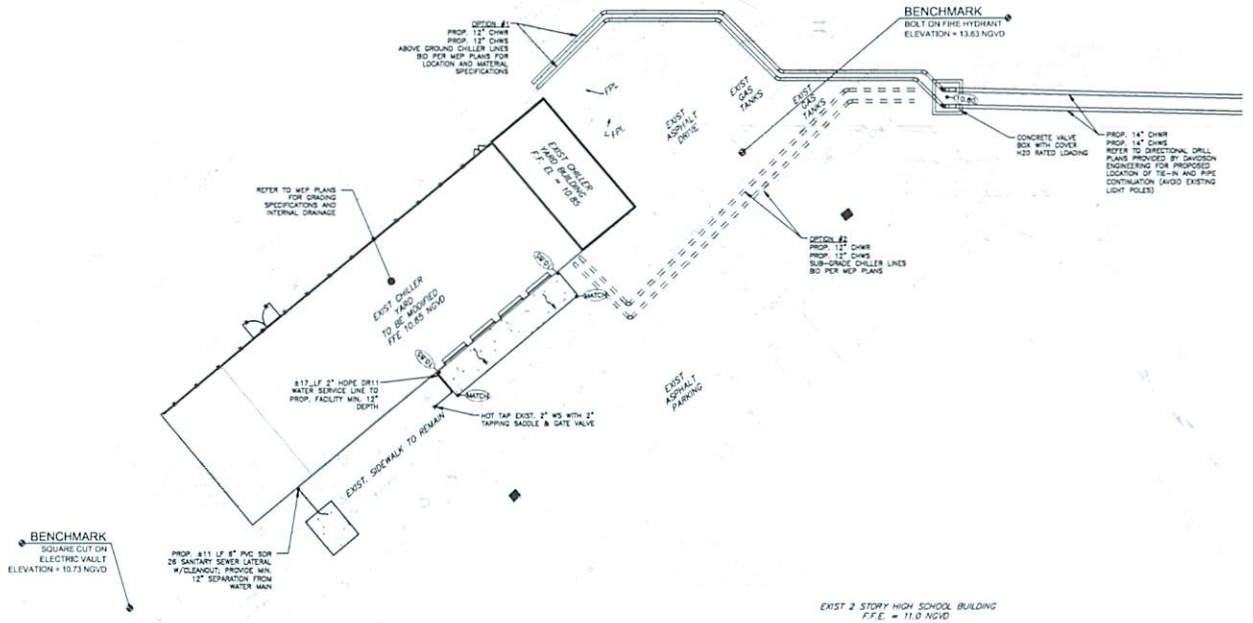
BIDDING NOTES OPTION #1:

1. THESE PLANS ARE PREPARED IN NGVD DATUM.
2. THE CHILLER LINES DEPICTED IN OPTION #1 ARE ABOVE GROUND - REFER TO MEP PLANS FOR ALL FITTINGS, VALVES, PIPE SUPPORTS, AND ALL OTHER APPURTENANCES THAT ARE REQUIRED FOR CONSTRUCTION.

BIDDING NOTES OPTION #2:

1. THESE PLANS ARE PREPARED IN NGVD DATUM.
2. THE CHILLER LINES DEPICTED IN OPTION #2 ARE SUB-GRADE AND WILL REQUIRE THE FOLLOWING ADDITIONAL ITEMS FOR CIVIL SITE DESIGN:
   - 2.1.1. ±1,820 SF OF MATERIAL REMOVAL AND REPLACEMENT
     - 2.1.1.1. ±1,300 SF ASPHALT REPLACED TO EXIST. COND.
     - 2.1.1.2. ± 220 SF CONCRETE SIDEWALK REPLACED TO EXIST. COND.
   - 2.1.2. ADDITIONAL FITTINGS ON CHILLER LINES TO PROVIDE MIN. REQUIRED SEPARATION BETWEEN CHILLER LINES AND SANITARY SEWER AND WATER MAIN
3. REFER TO MEP PLANS FOR ALL FITTINGS, VALVES, PIPE SUPPORTS, AND ALL OTHER APPURTENANCES THAT ARE REQUIRED FOR CONSTRUCTION.

SW 20TH AVE.



FLOOD ZONE INFO

- EXISTING ELEVATION (FT-NAVD)
- PROPOSED ELEVATION (FT-NAVD)
- DIRECTION OF DRAINAGE FLOW
- STANDARD CONCRETE SECTION
- PROPOSED SANITARY LATERAL AND CLEANOUT
- PROPOSED 14" CHWR & CHWS PIPES

FLOOD ZONE INFO

FLOOD ZONE: X
BASE FLOOD ELEVATION = 9.30 FT-NGVD (8.0 FT-NAVD)
DESIGN FLOOD ELEVATION = 10.30 FT-NGVD

WATER MANAGEMENT SUMMARY

	FT-NGVD	FT-NAVD
CONTROL ELEVATION	5.5	4.32
MINIMUM ROAD CROWN ELEVATION	7.5	6.32
MINIMUM FINISH FLOOR ELEVATION	10.3	9.12

*PER APPROVED SFWMD PERMIT #36-04905-P (APP #040224-25).

WATER QUALITY VOLUME SUMMARY

	REQUIRED	PROVIDED
WATER QUALITY VOLUME*	2.77 AC-FT	4.30 AC-FT
PEAK DISCHARGE (0.10 CFS/ACRE)*	3.35 CFS	3.17 CFS

*PER APPROVED SFWMD PERMIT #36-04905-P (APP #040224-25).

PRE-DEVELOPMENT LAND USE TABLE FOR BASIN

USE	ACRES	% OF SITE
BUILDINGS	4.98 ACRES	12.2%
PAVEMENT/SIDEWALKS	11.91 ACRES	29.1%
LAKE	2.23 ACRES	5.4%
OTHER	4.31 ACRES	10.5%
PERVIOUS AREA	17.55 ACRES	42.8%
TOTAL AREA	40.98 ACRES	100.0%

*PER APPROVED SFWMD PERMIT #36-04905-P (APP #040224-25)

POST-DEVELOPMENT LAND USE TABLE

USE	ACRES	% OF SITE
BUILDINGS	5.01 ACRES	12.2%
PAVEMENT/SIDEWALKS	11.97 ACRES	29.2%
LAKE	2.23 ACRES	5.4%
OTHER	4.31 ACRES	10.5%
PERVIOUS AREA	17.46 ACRES	42.6%
TOTAL AREA	40.98 ACRES	100.0%

GENERAL SITE NOTES

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3. ALL CATEGORY 1 INVASIVE EXOTIC PLANTS AS DEFINED BY THE FLORIDA EXOTIC PEST PLANTS COUNCIL SHALL BE REMOVED FROM WITHIN THE PRESERVE AREAS AND SUBSEQUENT ANNUAL REMOVAL OF THESE PLANTS (IN PERPETUITY) SHALL BE THE RESPONSIBILITY OF THE OWNER.
4. FIRE FIGHTING WATER SUPPLY SHALL BE AVAILABLE PRIOR TO THE PLACEMENT OR STORAGE OF ANY COMBUSTIBLE MATERIALS ON SITE.
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6. THIS SITE PLAN SHALL MEET ALL REQUIREMENTS OF THE CITY OF CAPE CORAL LDC UNLESS VARIANCES WERE OBTAINED PRIOR TO CONSTRUCTION.
7. THE SURFACE WATER MANAGEMENT SYSTEM & ALL INFRASTRUCTURE IMPROVEMENTS AND ONSITE UTILITIES SHALL BE OWNED AND MAINTAINED BY THE PROPERTY OWNER.
8. RESTORE SITE TO ORIGINAL CONDITIONS
9. CONTRACTOR RESPONSIBLE TO LOCATE ALL EXISTING UTILITIES
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13099 S. Cleveland Ave., Ste. 500
Fort Myles, Florida 33907-3869
PH: 239.275.4240
Fax: 239.275.3511
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IDA BAKER HIGH SCHOOL - CENTRAL
ENERGY PLANT RENOVATION PHASE 1

3500 AGUALINDA BLVD, CAPE CORAL, FL 33914

Revisions

No.	Date	Description
1	01/18/2018	ADDENDUM #1

DAVIDSON
4365 Radio Road, Suite 201
Naples, Florida 34104
P: 239.434.6080 F: 239.434.6084
Cert. of Authorization No. 00003496

Project No: 717030
Issue Date: 10/19/17
Drawn By: JAW
Approved By: JAW

Drawing Title:
MASTER GRADING AND UTILITY PLAN

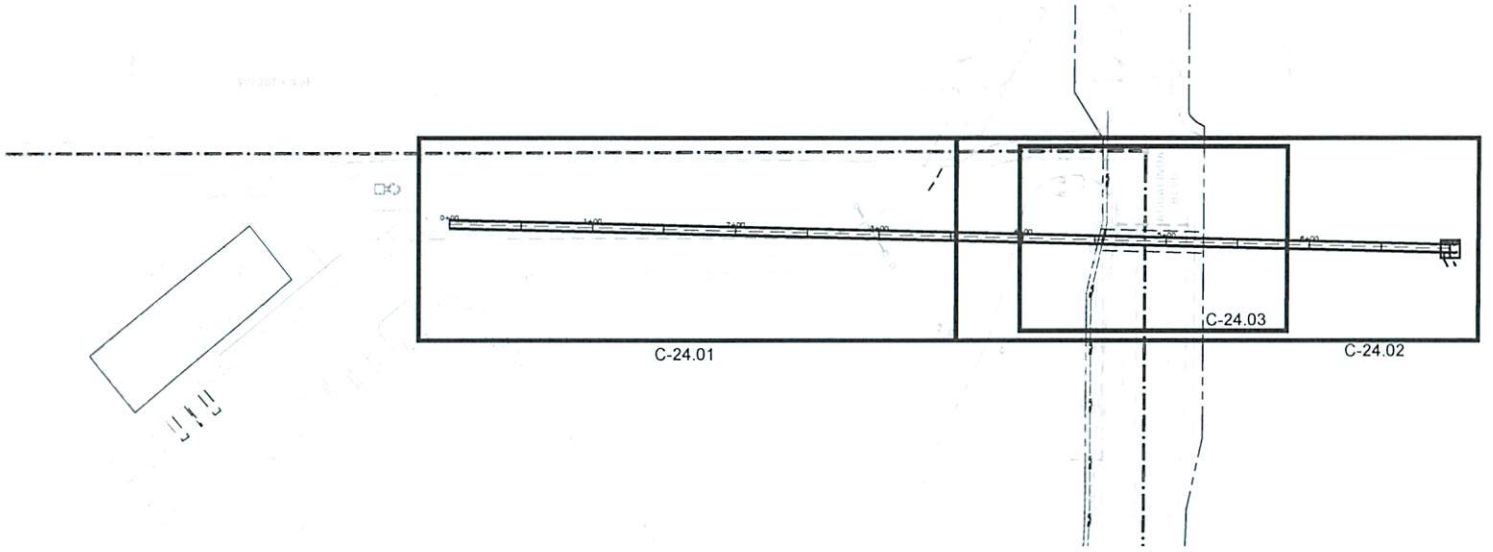
Drawing No:
C-21.01

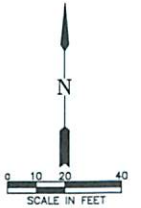
LEGEND

- EXISTING ELEVATION
- 10"WM — EXIST 10" WATER MAIN
- EXIST STORM PIPE
- PROPOSED 14" CHWS OR CHWR LINE

GENERAL NOTES

1. ELEVATIONS SHOWN HEREON ARE RELATIVE TO THE NATIONAL GEODETIC VERTICAL DATUM 1929 (NGVD 29)
2. MINIMUM 18" VERTICAL SEPARATION BETWEEN CHILLER LINES AND ALL UTILITIES.
3. MINIMUM 5' HORIZONTAL SEPARATION BETWEEN CHILLER LINES AND ALL UTILITIES.
4. REFER TO MEP FOR PIPE SPECIFICATION INCLUSIVE OF MATERIAL TYPE AND REQUIRED FITTINGS AND VALVES.





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Fort Myers, Florida 33907-3869
PH: 239.275.4240
Fax: 239.275.3511
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IDA BAKER HIGH SCHOOL - CENTRAL
ENERGY PLANT RENOVATION PHASE 1

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Revisions

No.	Date	Description
1	01/16/2018	ADDENDUM #1

DAVIDSON
4365 Radio Road, Suite 201
Naples, Florida 34104
P: 239.434.0060 F: 239.434.0064
Cert. of Authorization No. 00009496

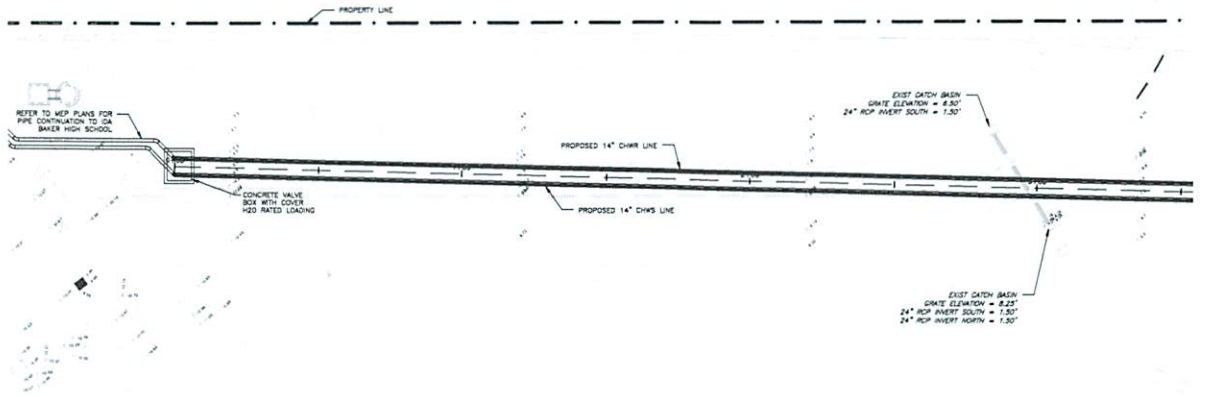
Project No.	717030
Issue Date	10/19/17
Drawn By	JAW
Approved By	JAW
Scale	

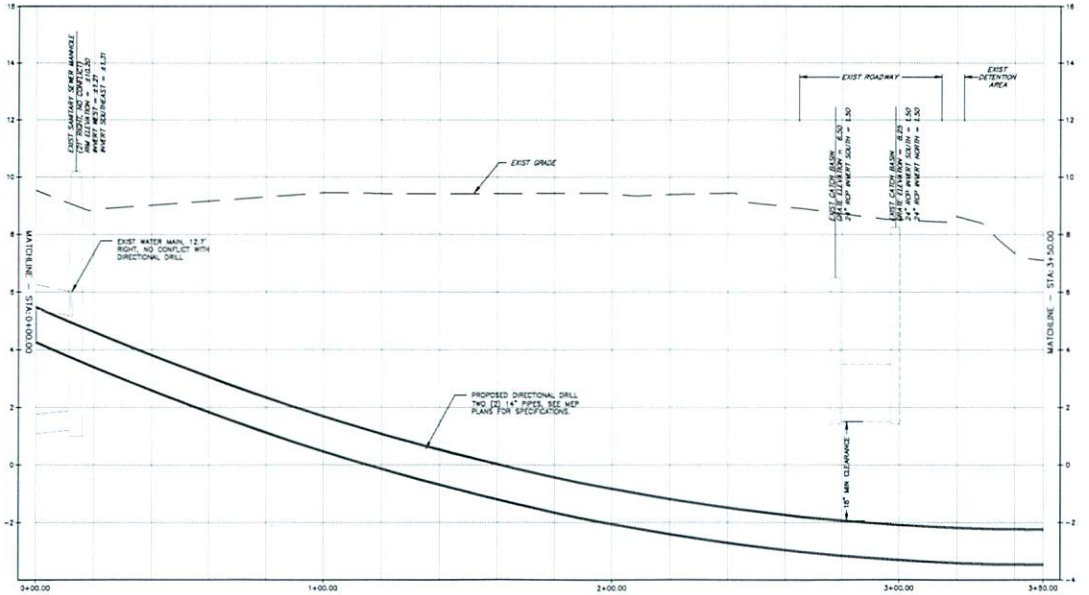
Drawing Title

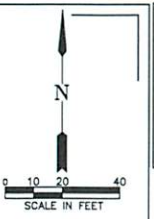
PLAN AND PROFILE
INDEX SHEET

Drawing No.

C-24.00







LEGEND

- EXISTING ELEVATION
- EXIST 10" WATER MAIN
- EXIST STORM PIPE
- PROPOSED 14" CHWS OR CHWR LINE

GENERAL NOTES

1. ELEVATIONS SHOWN HEREON ARE RELATIVE TO THE NATIONAL GEODETIC VERTICAL DATUM 1929 (NGVD 29)
2. MINIMUM 18" VERTICAL SEPARATION BETWEEN CHILLER LINES AND ALL UTILITIES.
3. MINIMUM 5' HORIZONTAL SEPARATION BETWEEN CHILLER LINES AND ALL UTILITIES.
4. REFER TO MEP FOR PIPE SPECIFICATION INCLUSIVE OF MATERIAL TYPE AND REQUIRED FITTINGS AND VALVES.

VERT. 0 1 2 4
HORZ. 0 10 20 40
SCALE IN FEET

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13099 S. Cleveland Ave., Ste. 500
Fort Myers, Florida 33907-3869
PH: 239.275.4240
Fax: 239.275.3511
www.tlc-engineers.com
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IDA BAKER HIGH SCHOOL - CENTRAL ENERGY PLANT RENOVATION PHASE 1

3500 AGUALINDA BLVD, CAPE CORAL, FL 33914

Revisions

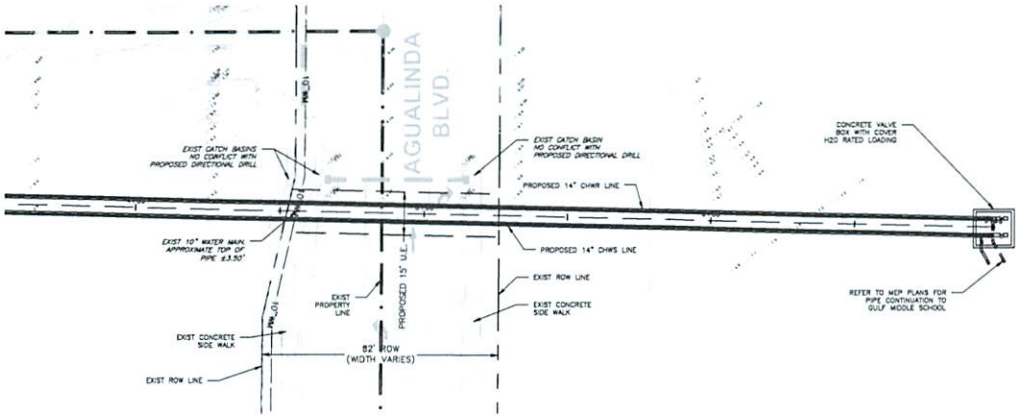
No	Date	Description
1	01/18/2018	ADDENDUM #1

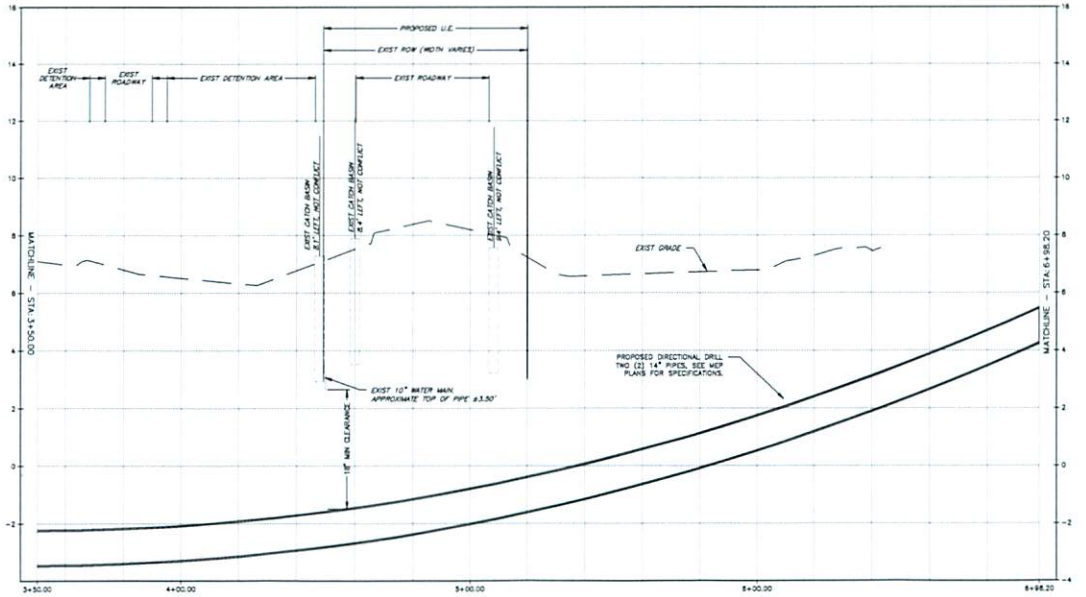
DAVIDSON
4365 Radio Road, Suite 201
Naples, Florida 34104
P: 239.434.6080 F: 239.434.6084
Cert. of Authorization No. 30009496

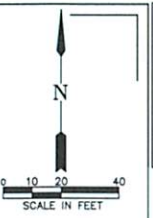
Project No: 717030
Issue Date: 10/19/17
Drawn By: JAW
Approved By: JAW
Scale:
Drawing Title:

PLAN AND PROFILE
STA 0+00 - 3+50

Drawing No:
C-24.01







LEGEND

- EXISTING ELEVATION
- 10"WM — EXIST 10" WATER MAIN
- EXIST STORM PIPE
- PROPOSED 14" CHWS OR CHWR LINE

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VERT. 0 1 2 4
HORZ. 0 10 20 40
SCALE IN FEET

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Fort Myers, Florida 33907-3869
PH: 239.275.4240
Fax: 239.275.3511
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ENERGY PLANT RENOVATION PHASE 1

3500 AGUALINDA BLVD. CAPE CORAL, FL 33914

Revisions:

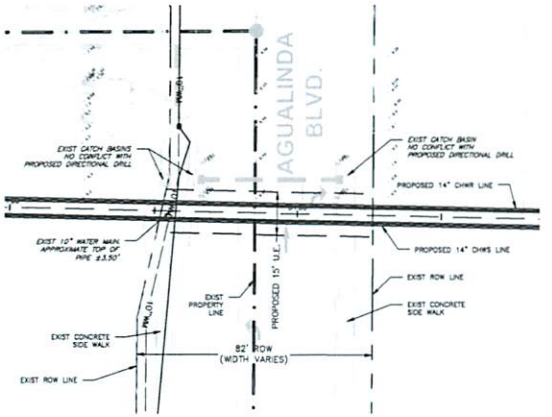
No.	Date	Description
1	01/18/2018	ADDENDUM #1

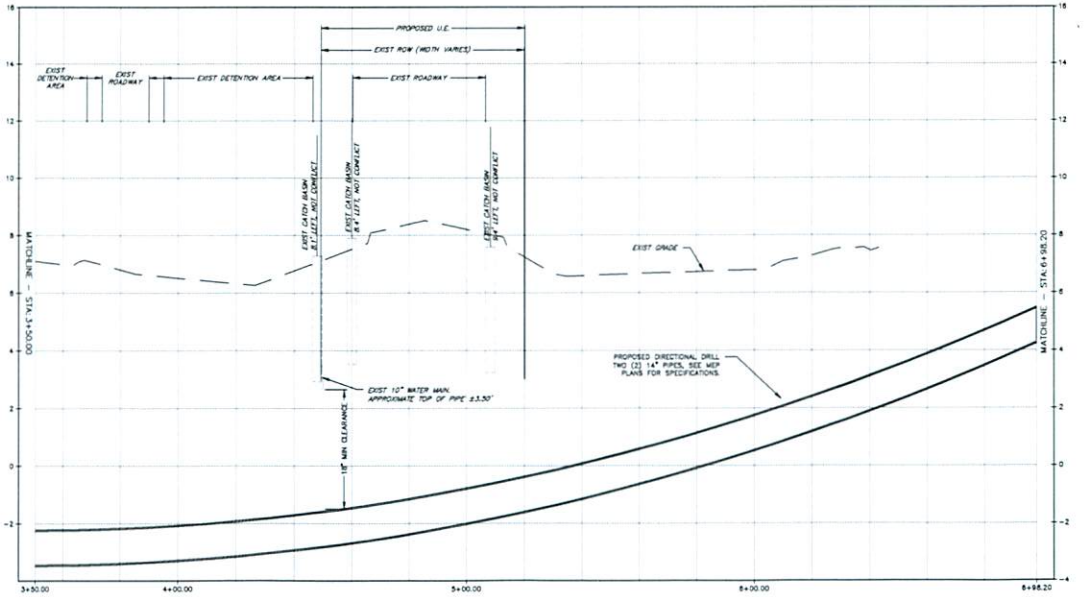
DAVIDSON
4365 Radio Road, Suite 201
Naples, Florida 34104
P: 239.434.6060 F: 239.434.6084
Cert. of Authorization No. 00009496

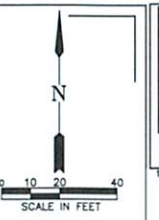
Project No. 717030
Issue Date 10/19/17
Drawn By JAW
Approved By JAW
Scale

Drawing Title
PLAN AND PROFILE
STA 3+50 - 6+98

Drawing No.
C-24.02







LEGEND

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- EXIST 10" WATER MAIN
- EXIST STORM PIPE
- PROPOSED 14" CHWS OR CHWR LINE

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Fort Myers, Florida 33907-3869
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ENERGY PLANT RENOVATION PHASE 1

3500 AGUALINDA BLVD, CAPE CORAL, FL 33914

Revisions

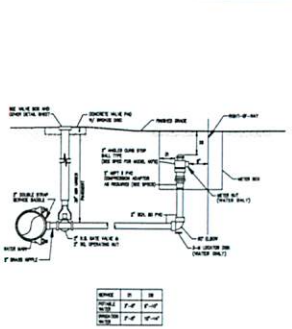
No	Date	Description
1	01/18/2018	ADDENDUM #1

DAVIDSON
4365 Radio Road, Suite 201
Naples, Florida 34104
P: 239.434.8080 F: 239.434.0094
Cert. of Authorization No. 00008496

Project No: 717030
Issue Date: 10/19/17
Drawn By: JAW
Approved By: JAW
Scale:
Drawing Title:

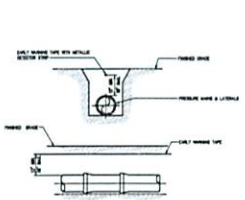
PLAN AND PROFILE - AGUALINDA BLVD. ROW

Drawing No: C-24.03

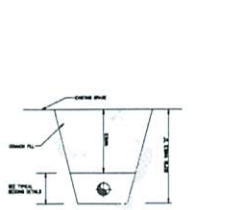


2" WATER AND IRRIGATION (COMMERCIAL) SERVICE CONNECTION DETAIL

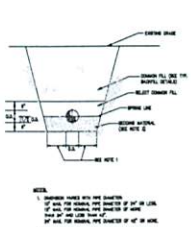
UTILITY SEPARATION REQUIREMENTS



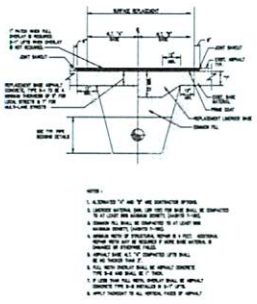
PIPE LOCATING TAPE, STRIPING, AND MARKERS



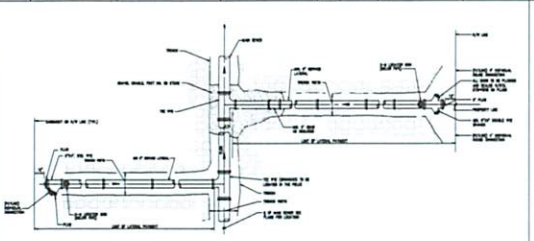
TYPICAL SECTION
BACKFILL DETAIL UNPAVED AREAS



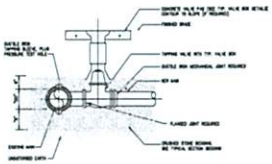
TYPICAL SECTION
PVC BEDDING DETAIL



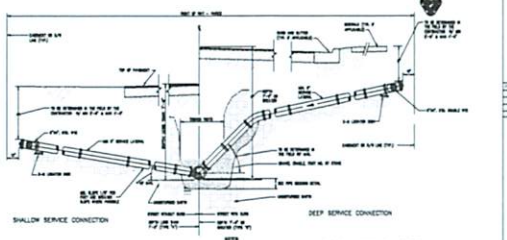
TYPICAL SECTION
BACKFILL DETAIL WITH PAVEMENT PATCHING



TYPICAL SERVICE LATERAL – PLAN
(SEE SERVICE LATERAL SECTION)



TAPPING SLEEVE AND VALVE



SHALLOW SERVICE CONNECTION

DEEP SERVICE CONNECTION

TYPICAL SERVICE LATERAL – SECTION

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ENERGY PLANT RENOVATION PHASE 1

3500 AGUALINDA BLVD. CAPE CORAL, FL 33914

Revisions

No.	Date	Description
1	01/18/2018	ADDENDUM #1

DAVIDSON
4365 Radio Road, Suite 201
Naples, Florida 34104
P. 239.434.8080 F. 239.434.8084
Cert. of Authorization No. 00008496

Project No:	717030
Issue Date:	10/19/17
Drawn By:	JAW
Approved By:	JAW
Scale:	

Drawing Title:

GENERAL DETAILS

Drawing No:

C-26.00

Item Number:	**10.A.**
Meeting Date:	**12/10/2018**
Item Type:	**UNFINISHED BUSINESS**

AGENDA REQUEST FORM

CITY OF CAPE CORAL

TITLE:
Water Quality - Update

REQUESTED ACTION:

STRATEGIC PLAN INFO:

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

   If Yes, Priority Goals Supported are listed below.

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

PLANNING & ZONING/HEARING EXAMINER/STAFF RECOMMENDATIONS:

SUMMARY EXPLANATION AND BACKGROUND:

LEGAL REVIEW:

EXHIBITS:
Water Quality Memo

PREPARED BY:
Division- Department-

SOURCE OF ADDITIONAL INFORMATION:

ATTACHMENTS:

	Description	Type
🗋	Water Quality Memo	Backup Material

MEMORANDUM

CITY OF CAPE CORAL
PUBLIC WORKS DEPARTMENT

TO: John Szerlag, City Manager

FROM: Paul Clinghan, Public Works Director PAC
Michael Ilczyszyn, Senior Public Works Manager MI
Maya Robert, Environmental Resources Manager MR

DATE: December 7, 2018

SUBJECT: Lake Okeechobee Level and Release Information

As of Friday, December 7, 2018, the elevation of Lake Okeechobee decreased further to 12.94 feet vs. 13.08 feet last week. The weekly average outflows measured at the Franklin Lock & Dam (S-79) decreased to 919 cfs. In the estuary, salinities keep rising but are still in an acceptable range.

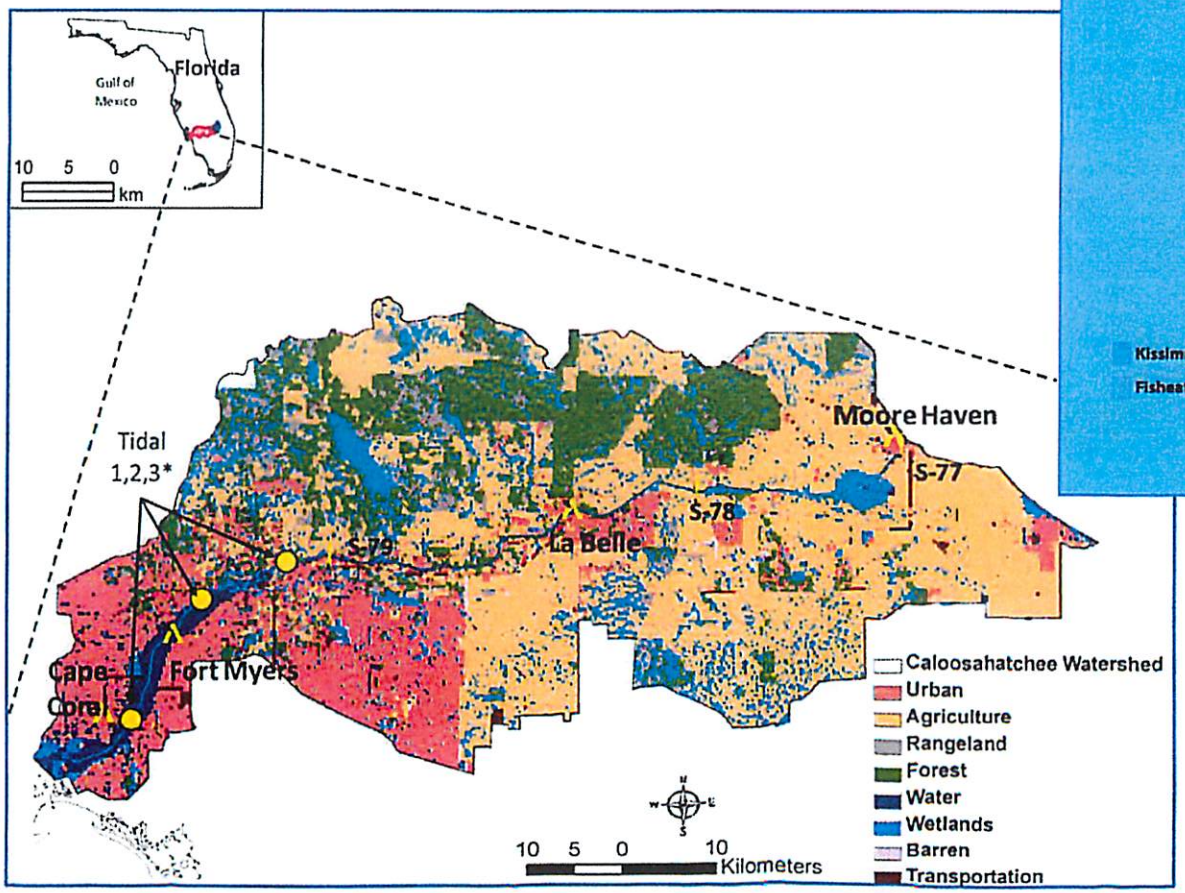
During this week's scientists call with the US Army Corps, stakeholders were asked for input regarding the Adaptive Protocols if the releases to the Caloosahatchee had to be brought down to zero. Our region stakeholder preferred a transition period down to 0 cfs over immediately stopping the releases.

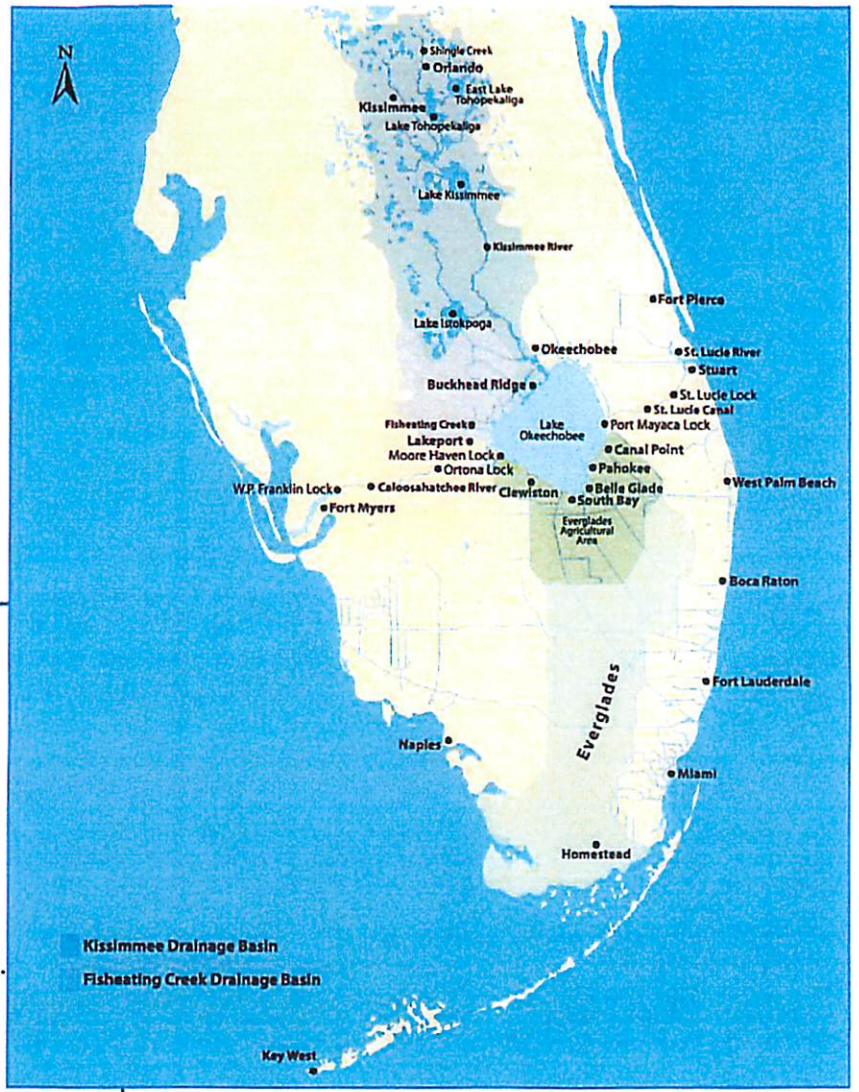
Blue Green Algae persists in Lake Okeechobee and along the Caloosahatchee. The situation is monitored by Lee County. No new toxin results have been published the FL Department of Environmental Protection.

Red Tide persists along the SW FL coastline with little change over the past week, fish kills, and respiratory irritations are still being reported.

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


Florida
Gulf of Mexico
10 5 0
km
Tidal
1,2,3*
S-79
S-78
S-77
La Belle
Moore Haven
Cape Coral
Fort Myers
Caloosahatchee Watershed
Urban
Agriculture
Rangeland
Forest
Water
Wetlands
Barren
Transportation
10 5 0 10
Kilometers


N
Shingle Creek
Orlando
East Lake Tohopekaliga
Kissimmee
Lake Tohopekaliga
Lake Kissimmee
Kissimmee River
Fort Pierce
Lake Istokpoga
Okeechobee
St. Lucie River
Stuart
Buckhead Ridge
St. Lucie Lock
St. Lucie Canal
Fisheating Creek
Lake Okeechobee
Port Mayaca Lock
Lakeport
Moore Haven Lock
Canal Point
Ortona Lock
Pahokee
W.P. Franklin Lock
Caloosahatchee River
Clewiston
Belle Glade
West Palm Beach
Fort Myers
South Bay
Everglades Agricultural Area
Boca Raton
Fort Lauderdale
Everglades
Naples
Miami
Homestead
Kissimmee Drainage Basin
Fisheating Creek Drainage Basin
Key West