Mayor
John Gunter
Council Members
District 1: Bill Steinke
District 2: Laurie Lehmann
District 3: Derrick Donnell, Ed.D.
District 4: Jennifer I. Nelson-Lastra
District 5: Joe Kilraine
District 6: Keith E. Long
District 7: Rachel Kaduk

City Manager
Michael Ilczyszyn
City Attorney
Aleksandr Boksner
City Auditor
Andrea R. Russell
City Clerk
Kimberly Bruns

AGENDA FOR THE REGULAR MEETING OF THE CAPE CORAL CITY COUNCIL

August 27, 2025 04:00 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.

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1. **MEETING CALLED TO ORDER**
   a. Mayor Gunter
2. **INVOCATION/MOMENT OF SILENCE**
   a. Councilmember Steinke
3. **PLEDGE OF ALLEGIANCE**
   a. Councilmember Steinke
4. **ROLL CALL**
   a. Mayor Gunter, Council Members Donnell, Kaduk, Kilraine, Lastra, Lehmann, Long, Steinke
5. **CHANGES TO AGENDA/ADOPTION OF AGENDA**
6. **RECOGNITIONS/ACHIEVEMENTS - None**
7. **APPROVAL OF MINUTES - None**

8. BUSINESS

a. Consent Agenda

1. Resolution 236-25

   A Resolution of the Mayor and City Council of the City of Cape Coral, Florida, approving the plat known as “Hancock Terminus Center” Florida Tropical Farms Subdivision Replat; providing for an effective date.
   Department: Development Services
   Dollar Value: N/A
   Fund: N/A

2. Resolution 242-25

   A Resolution of the Mayor and City Council of the City of Cape Coral, Florida, establishing Fiscal Year 2025-2026 Solid Waste Collection rates for commercial establishments and large-scale multi-family dwellings for the City of Cape Coral mandatory refuse collection program; providing for an effective date.
   Department: Financial Services
   Dollar Value: N/A; Fund: N/A
   Duration: Fiscal Year 2025-2026

3. Resolution 248-25

   A Resolution of the Mayor and City Council of the City of Cape Coral, Florida, awarding Bid No. BPW25108KMR to Tony’s Lawn and Landscaping, LLC, for the Del Prado Extension Reforestation Project; approving Contract No. BPW25108KMR between the City of Cape Coral, Florida, and Tony’s Lawn and Landscaping, LLC, for the Del Prado Extension Reforestation Project in the amount of $224,766.25; authorizing the City Manager or their designee to execute the contract and purchase order(s); providing for an effective date.
   Department: Public Works
   Dollar Value: $224,766.25
   Fund: General Fund
   Duration: 270 calendar days after the Notice to Proceed is issued
   Procurement Methodology: Competitive Solicitation – Invitation to Bid

4. Resolution 254-25

   A Resolution of the Mayor and City Council of the City of Cape Coral, Florida, approving the Federal Financial Assistance Subrecipient Agreement between the Florida Department of Agriculture and Consumer Services, Division of Administration and the City of Cape Coral, Florida; authorizing and accepting grant funds in the amount of $50,000 from Florida Department of Agriculture and Consumer Services, Division of Administration, to plant a minimum of 300 native, wind resistant trees within Crystal Lake Park; authorizing the City to provide a matching contribution in the amount of $12,500; authorizing the City Manager or their designee to execute the Agreement and any and all documents related to this specific grant award; providing for an effective date.
   Department: Public Works
   Grant Dollar Value: $50,000; Match: $12,500
   Fund: Median Maintenance
   Duration: Grant Agreement expires June 1, 2026

b. Appointments to Boards / Committees / Commissions - None

c. Unfinished Business

   1. Follow Up Items for Council

   2. Follow Up Items from City Management

d. New Business

   1. Youth Council Quarterly Report

9. ORDINANCES/RESOLUTIONS

a. Public Hearings - Quasi-Judicial Hearings

   1. Ordinance 48-25 (RZN24-000013*) Public Hearing

      *Quasi-Judicial, All Persons Providing Testimony Must Be Sworn In
      An Ordinance of the Mayor and City Council of the City of Cape Coral, Florida, that amends the City of Cape Coral, Florida Official Zoning District Map of all property within the limits of the City of Cape Coral, by rezoning property described at Lots 6 through 8, Block 1039, Unit 24, Cape Coral Subdivision, from Professional (P) to Residential Multi-Family Low (RML) zone; property located at 1213 Academy Boulevard; providing for severability and an effective date.
      City Planning Staff Recommendation: Denial

Hearing Examiner Recommendation: Grant
Applicant: Ascot Realty Acquisitions USE LLC
Address: 1213 Academy Boulevard
Acreage: 0.34 Acres

b. Public Hearings - Legislative Hearings

(Note: Input received as follows: 1. City Staff presentations are limited to five (5) minutes; 2. Applicant(s) presentations are limited to five (5) minutes; and 3. Resident input is limited to three (3) minutes per individual with a maximum of sixty (60) minutes total. All three are subject to the following statement: Unless otherwise extended by City Council.)

1. Resolution 240-25 Final Public Hearing

   A Resolution of the Mayor and City Council of the City of Cape Coral, Florida, approving the Fiscal Year 2025-2026 Non-Ad Valorem Assessment Roll for assessments imposed to fund Lot Mowing services; approving the assessment rates for such Fiscal Year and providing for collection of the assessments pursuant to the Uniform Assessment Collection Act; providing for severability and an effective date. (Brought forward by City Management)

2. Resolution 241-25 Final Public Hearing

   A Resolution of the Mayor and City Council of the City of Cape Coral, Florida, approving the Fiscal Year 2025-2026 Non-Ad Valorem Assessment Roll for Solid Waste Service Assessments; approving the Solid Waste Service Assessment rates for such Fiscal Year and providing for collection of the assessments pursuant to the Uniform Assessment Collection Act; providing for severability and providing for an effective date. (Brought forward by City Management)

3. Resolution 243-25 Final Public Hearing

   A Resolution of the Mayor and City Council of the City of Cape Coral, Florida, approving the Fiscal Year 2025-2026 Non-Ad Valorem Assessment Roll for Fire Protection Assessments; approving the Fire Protection Assessment rates for such fiscal year and providing for the collection of the assessments pursuant to the Uniform Assessment Collection Act; providing for hardship deferrals; establishing an administrative petition procedure regarding the number of Tier 2 equivalent benefit units attributed to tax parcels; providing for severability and providing for an effective date. (Brought forward by City Management)

4. Resolution 244-25 Final Public Hearing

   A Resolution of the Mayor and City Council of the City of Cape Coral, Florida, relating to the imposition of Stormwater User Fees; establishing the amount of the user fee for the Fiscal Year beginning October 1, 2025; imposing user fees against property within the City to fund the City's stormwater program; authorizing the collection of delinquent stormwater charges; approving the stormwater user fee roll; and providing for an effective date. (Brought forward by City Management)

5. Resolution 245-25 Final Public Hearing

   A Resolution of the Mayor and City Council of the City of Cape Coral, Florida, approving the Fiscal Year 2025-2026 assessment rolls for various Non-Ad Valorem Assessments levied and imposed pursuant to Florida Law and the City of Cape Coral Code of Ordinances including Chapters 2, 17 and 19, thereof and Ordinance 29-05; describing the lien associated therewith; directing that the assessment rolls be certified to the Lee County Tax Collector; and providing for an effective date.
   (Brought forward by City Management)

6. Resolution 246-25 Final Public Hearing

   A Resolution of the Mayor and City Council of the City of Cape Coral, Florida, approving the Fiscal Year 2025-2026 Non-Ad Valorem Assessment Roll for assessments imposed to collect certain delinquent Water, Wastewater, Irrigation, Fire Service Non-Ad Valorem Special Assessments and Capital Expansion and Contributions In Aid of Construction loans; approving the amounts, and providing for collection of the assessments pursuant to the Uniform Assessment Collection Act; and providing for an effective date.
   (Brought forward by City Management)

7. Resolution 247-25 Final Public Hearing

   A Resolution of the Mayor and City Council of the City of Cape Coral, Florida, approving the Fiscal Year 2025-2026 Non-Ad Valorem assessment roll for assessments to collect certain previously exempted North 1 West Irrigation Non-Ad Valorem Special Assessments; approving the amounts, and providing for collection of the assessments pursuant to the Uniform Assessment Collection Act; and providing for an effective date. (Brought forward by City Management)

c. Last Call for Comment Cards

d. Introductions - None

10. CITIZENS INPUT TIME

A maximum of 60 minutes is set for input of citizens on matters concerning the Consent Agenda and City Government within Council jurisdiction to include Resolutions appearing in Sections other than Public Hearings and Public Input; 3 minutes per individual.

11. REPORTS OF THE MAYOR AND COUNCIL MEMBERS

12. REPORTS OF THE CITY ATTORNEY AND CITY MANAGER

13. TIME AND PLACE OF FUTURE MEETINGS

a. A Regular Meeting of the Cape Coral City Council is Scheduled for Wednesday, September 3, 2025, beginning at 4:00 p.m. in Council Chambers.

14. 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 at (239) 574-0411. 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 may do so during the designated time at each 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 (www.capecoral.gov) after 4:00 PM on the Thursday prior to the Council Meeting.

***Quasi-Judicial Hearings - Department of Development Services Cases**

For all quasi-judicial hearings for the Department of Development Services cases, the following procedures shall be used to afford all parties 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 the testimony they provide is the truth.
2. The order of presentation will begin with the city staff report, followed by the presentation by the applicant or their representative, followed by witnesses called by the applicant. City staff may also call witnesses and experts. The members of the public will be offered an opportunity to speak after all witnesses and experts. (Note: The Mayor may change the order of presentations)
3. The applicant or their representatives and the city staff may cross examine individuals offering testimony.
4. Members of the City Council may question any question any witness on relevant issues raised by the applicant or applicant's representatives, city staff, or by any member of the public.
5. The Mayor may impose reasonable time 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 believed that such witnesses and/or evidence are necessary for a thorough consideration of the subject.
6. After the introduction of all relevant testimony and evidence and conclusion of cross examination, the applicant shall have the opportunity to present a closing statement.
7. If any 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.

Note: This Agenda should not be viewed as containing definitive information on matters of law with respect to ordinance and resolution summaries.

Meeting Type City Council – Regular Meeting
Meeting Date August 27, 2025

Agenda Request Form
City of Cape Coral

Title
Resolution 236-25

Ordinances and Resolutions
A Resolution of the Mayor and City Council of the City of Cape Coral, Florida, approving the plat known as “Hancock Terminus Center” Florida Tropical Farms Subdivision Replat; providing for an effective date.
Department: Development Services
Dollar Value: N/A
Fund: N/A

Requested Action Approve or Deny

Summary Explanation and Background
This is a replat of three commercial tracts to create new lot lines with easements required for development. The Hancock Terminus Center parcels are located at the north corner of Hancock Bridge Pkwy and Pine Island Rd.; refer to attached location exhibit.

The property is served by city utilities. If approved, service delivery for Parks, Law Enforcement, Fire and Rescue, Public Works, and Utilities will not be negatively affected.

Strategic Plan Alignment

Is this a Strategic Decision? Choose an item.
If No, will it harm the intent or success of the Strategic Plan? Choose an item.
If Yes, Priority Goals Supported are listed below:

- ☐ CITY SERVICES AND AMENITIES: DELIVER EXCEPTIONAL CITY SERVICES AND HIGH-QUALITY AMENITIES
- ☐ COMMUNICATION: CULTIVATE AN ENGAGED AND INFORMED COMMUNITY AND WORKFORCE
- ☐ ECONOMY, EDUCATION, AND WORKFORCE: CREATE A COMMUNITY OF PROSPEROUS RESIDENTS, THRIVING NEIGHBORHOODS, AND SUCCESSFUL BUSINESSES
- ☐ FISCAL SUSTAINABILITY: MAINTAIN A FINANCIALLY SOUND GOVERNMENT AND HIGH-PERFORMING ORGANIZATION
- ☐ INFRASTRUCTURE: INVEST IN RESILIENT INFRASTRUCTURE
- ☐ ENVIRONMENTAL SUSTAINABILITY: PRESERVE CAPE CORAL'S NATURAL RESOURCES FOR CURRENT AND FUTURE GENERATIONS

Is this a Consultant recommendation? Choose an item.
Is this contained in a Master Plan? Choose an item.
If yes to either question, please provide details of the name of Consultant or name of the Master Plan when applicable:

Recommendations

Land Development Division Recommendation: Approval

Source of Additional Information

Greg Harder, Land Development Manager, 239-573-3165
Brett Limbaugh, Development Services Director, 239-573-3050

Fiscal Impact/Funding Sources(s)/Budget Consideration

Will this action result in a Budget Amendment? Choose an item.

Prepared By Laura Reitenbach, Land Development Permit Coordinator, 239-573-3167

RESOLUTION 236 - 25

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF CAPE CORAL, FLORIDA, APPROVING THE PLAT KNOWN AS "HANCOCK TERMINUS CENTER" FLORIDA TROPICAL FARMS SUBDIVISION REPLAT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 177, Florida Statutes, and Article 3, "Development Review Procedures," Section 3.3.7.F, "Site Development and Subdivision Construction Plans," and Article 10, "Subdivisions," of the Land Development Code of the City of Cape Coral, Florida, set forth the regulations and procedures for the subdivision of land and the final subdivision plat approval; and

WHEREAS, before a plat is offered for recording, the plat must be approved by the Mayor and City Council; and

WHEREAS, upon approval of the plat by the Mayor and City Council, the Mayor shall indicate the approval by signing the certificate of approval for recording; and

WHEREAS, an approved subdivision plat shall be recorded at the expense of the applicant with the Lee County Clerk of Court; and

WHEREAS, the Director of Development Services has approved the plat attached hereto as Exhibit "A" as being in conformance with all applicable regulations.

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

Section 1. The Mayor and City Council hereby approve the plat for "Hancock Terminus Center" (a replat of a portion of Lots 34, 35, and 36, Florida Tropical Farms Subdivision, as recorded in Plat Book 9, Page 21, public records of Lee County, Florida, lying in Sections 11 and 14, Township 44 South, Range 23 East, City of Cape Coral, Lee County, Florida) as being substantially in accordance with all applicable regulations. A copy of the proposed "Hancock Terminus Center" plat is attached hereto as Exhibit "A".

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

ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CAPE CORAL, FLORIDA, AT THEIR REGULAR SESSION THIS _____ DAY OF _____, 2025.

_____
JOHN GUNTER, MAYOR

VOTE OF MAYOR AND COUNCILMEMBERS:

GUNTER	_____	LASTRA	_____
STEINKE	_____	KILRAINE	_____
LEHMANN	_____	LONG	_____
DONNELL	_____	KADUK	_____

ATTESTED TO AND FILED IN MY OFFICE THIS _____ DAY OF _____, 2025.

_____
KIMBERLY BRUNS
CITY CLERK

APPROVED AS TO FORM:

_____
ALEKSANDR BOKSNER
CITY ATTORNEY
res/Plat Approval-Hancock Terminus Center

CVB

EXHIBIT A

THIS INSTRUMENT WAS PREPARED BY:
ALLEN M. VOSE III, P.S.M. LS7191
ATWELL
866.850.4200 www.atwell.com
10511 SIX MILE CYPRESS PARKWAY – SUITE 101
FORT MYERS, FLORIDA 33966
(239) 939-5490 – LB# 7832

HANCOCK TERMINUS CENTER

A SUBDIVISION
BEING A REPLAT OF PORTIONS OF LOTS 34, 35 AND 36
FLORIDA TROPICAL FARMS SUBDIVISION
RECORDED IN PLAT BOOK 9, PAGE 21, PUBLIC RECORDS OF LEE COUNTY, FLORIDA
LYING IN SECTIONS 11 AND 14, TOWNSHIP 44 SOUTH, RANGE 23 EAST,
CITY OF CAPE CORAL, LEE COUNTY, FLORIDA

INSTRUMENT NUMBER _____

NOTICE:

THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF LEE COUNTY.

NOTICE:

LANDS DESCRIBED IN THIS PLAT MAY BE SUBDIVIDED BY THE DEVELOPER WITHOUT THE ROADS, DRAINAGE, WATER AND SEWER FACILITIES BEING ACCEPTED FOR MAINTENANCE BY THE CITY OF CAPE CORAL OR LEE COUNTY. ANY PURCHASER OF A LOT IN THIS SUBDIVISION IS ADVISED TO DETERMINE WHETHER THE LOT MAY BE SUBJECT TO ASSESSMENT OR CALLED UPON TO BEAR A PORTION OR ALL OF THE EXPENSE OF CONSTRUCTION, MAINTENANCE, OR IMPROVEMENT OF ROADS, DRAINAGE, WATER AND SEWER FACILITIES.

LEGAL DESCRIPTION

A TRACT OR PARCEL OF LAND LYING IN THE STATE OF FLORIDA, COUNTY OF LEE, CITY OF CAPE CORAL, LYING IN SECTIONS 11 AND 14, TOWNSHIP 44 SOUTH, RANGE 23 EAST, BEING PORTIONS OF LOTS 34 THROUGH 36, FLORIDA TROPICAL FARMS, AS RECORDED IN PLAT BOOK 9, PAGE 21, PUBLIC RECORDS OF LEE COUNTY, FLORIDA, AND BEING FURTHER BOUND AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF CAPE CORAL SAM'S CLUB, AS RECORDED IN INSTRUMENT NUMBER 2014000038973, PUBLIC RECORDS OF SAID LEE COUNTY; THENCE N 26°47'21" W ALONG THE EASTERLY LINE OF SAID SAM'S CLUB, FOR 1,289.29 FEET TO THE NORTHEAST CORNER OF SAID SAM'S CLUB AND AN INTERSECTION WITH THE SOUTHERLY LINE OF BLOCK 2584, CAPE CORAL UNIT 37, AS RECORDED IN PLAT BOOK 17, PAGES 15 THROUGH 29, PUBLIC RECORDS OF SAID LEE COUNTY; THENCE N 63°12'39" E ALONG SAID SOUTHERLY LINE FOR 495.00 FEET TO AN INTERSECTION WITH THE WESTERLY LINE OF LOT 33, OF SAID FLORIDA TROPICAL FARMS; THENCE S 26°47'21" E ALONG SAID WESTERLY LINE FOR 1,315.04 FEET TO AN INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF PINE ISLAND ROAD (STATE ROAD 78 – PER SECTION 12060-2505, WIDTH VARIES) AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 11,497.00 FEET, TO WHICH POINT A RADIAL LINE BEARS S 25°02'48" E; THENCE SOUTHWESTERLY ALONG SAID NORTH RIGHT-OF-WAY LINE AND SAID CURVE THROUGH A CENTRAL ANGLE OF 02°28'13" FOR 495.71 FEET TO THE POINT OF BEGINNING.

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THE ATTACHED PLAT OF HANCOCK TERMINUS CENTER, BEING A REPLAT OF PORTIONS OF LOTS 34, 35 AND 36, FLORIDA TROPICAL FARMS, A SUBDIVISION RECORDED IN PLAT BOOK 9, PAGE 21, PUBLIC RECORDS OF LEE COUNTY, FLORIDA, LYING IN SECTIONS 11 AND 14, TOWNSHIP 44 SOUTH, RANGE 23 EAST, CITY OF CAPE CORAL, LEE COUNTY, FLORIDA, WAS PREPARED UNDER MY DIRECTION AND SUPERVISION AND COMPLIES WITH ALL OF THE SURVEY REQUIREMENTS OF CHAPTER 177, PART 1, FLORIDA STATUTES.

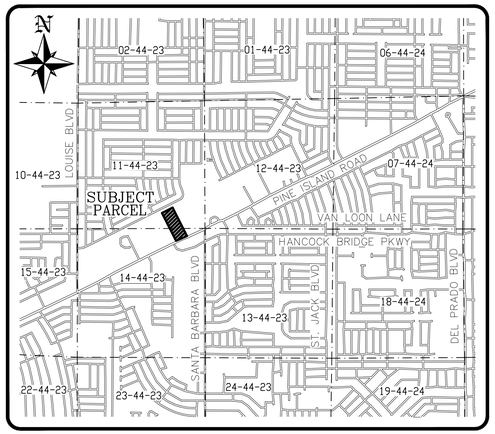
I FURTHER CERTIFY THAT THE PERMANENT REFERENCE MONUMENTS (PRM'S) HAVE BEEN PLACED AT THE LOCATIONS SHOWN ON THE PLAT.

_____
ALLEN M. VOSE III, P.S.M.
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATION NO. 7191
BUSINESS CERTIFICATION NO. 7832

DATE:_____

ATWELL, LLC.
10511 SIX MILE CYPRESS PARKWAY, SUITE 101
FORT MYERS, FLORIDA 33966

PLT2024-000004



VICINITY SKETCH
(NOT TO SCALE)

CITY OF CAPE CORAL APPROVALS:

THIS PLAT IS ACCEPTED AND APPROVED FOR RECORD AT A MEETING OF THE CITY COUNCIL OF THE CITY CAPE CORAL, LEE COUNTY, FLORIDA ON THIS _____ DAY OF _____, 2025.

_____ JOHN GUNTER, MAYOR

_____ KIMBERLY BRUNS, CMC, CITY CLERK

_____
BRETT LIMBAUGH
DEVELOPMENT SERVICES
DIRECTOR

_____
ALEKSANDR BOKSNER
CITY ATTORNEY

CITY OF CAPE CORAL PROFESSIONAL SURVEYOR AND MAPPER

REVIEW BY THE DESIGNATED CITY OF CAPE CORAL PROFESSIONAL SURVEYOR AND MAPPER (P.S.M.) DETERMINED THAT THIS PLAT CONFORMS TO THE REQUIREMENTS OF FLORIDA STATUTES CHAPTER 177, PART I.

_____
WILLIAM B. NIX JR., P.S.M.
REGISTERED SURVEYOR
FLORIDA CERTIFICATION NO. 6576
CAPE CORAL PUBLIC WORKS
P.O. BOX 150027
CAPE CORAL, FLORIDA 33915 0027

CLERK'S CERTIFICATION:

I HEREBY CERTIFY THAT THE ATTACHED PLAT OF HANCOCK TERMINUS CENTER, BEING A REPLAT OF PORTIONS OF LOTS 34, 35 AND 36, FLORIDA TROPICAL FARMS, A SUBDIVISION RECORDED IN PLAT BOOK 9, PAGE 21, PUBLIC RECORDS OF LEE COUNTY, FLORIDA, LYING IN SECTIONS 11 AND 14, TOWNSHIP 44 SOUTH, RANGE 23 EAST, CITY OF CAPE CORAL, LEE COUNTY, FLORIDA, WAS FILED FOR RECORD AT _____.M., THIS _____ DAY OF _____, 2025, AND DULY RECORDED AS INSTRUMENT NUMBER _____ IN THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

_____
KEVIN C. KARNES
CLERK OF THE CIRCUIT COURT IN AND FOR LEE COUNTY, FLORIDA

DEDICATION:

KNOW ALL MEN BY THESE PRESENTS THAT HANCOCK TERMINUS LLC, A FLORIDA LIMITED LIABILITY COMPANY, THE OWNER OF THE HEREIN DESCRIBED LANDS HAS CAUSED THIS PLAT OF HANCOCK TERMINUS CENTER, BEING A REPLAT OF PORTIONS OF LOTS 34, 35 AND 36, FLORIDA TROPICAL FARMS, A SUBDIVISION RECORDED IN PLAT BOOK 9, PAGE 21, PUBLIC RECORDS OF LEE COUNTY, FLORIDA, LYING IN SECTIONS 11 AND 14, TOWNSHIP 44 SOUTH, RANGE 23 EAST, CITY OF CAPE CORAL, LEE COUNTY, FLORIDA, TO BE MADE AND HEREBY DEDICATES THE FOLLOWING:

A. TO THE HANCOCK TERMINUS PROPERTY OWNERS' ASSOCIATION, INC., A FLORIDA NOT FOR PROFIT CORPORATION, ITS SUCCESSORS AND ASSIGNS:

1. TRACT "A" FOR THE PURPOSE OF INGRESS AND EGRESS, SUBJECT TO A PUBLIC UTILITY, IRRIGATION AND DRAINAGE EASEMENT AS DEDICATED BELOW, WITH RESPONSIBILITY FOR MAINTENANCE.
2. ALL DRAINAGE EASEMENTS (D.E.) FOR DRAINAGE PURPOSES, WITH RESPONSIBILITY FOR MAINTENANCE.
3. ALL UTILITY EASEMENTS (U.E.) FOR THE PURPOSE OF PERFORMING AND DISCHARGING ITS DUTIES AND OBLIGATIONS TO PROVIDE POTABLE WATER DISTRIBUTION AND WASTEWATER COLLECTION SERVICES, WITH RESPONSIBILITY FOR MAINTENANCE.

B. TO CITY OF CAPE CORAL AND ALL LICENSED OR FRANCHISED PUBLIC OR PRIVATE UTILITIES, A NON-EXCLUSIVE PUBLIC UTILITY EASEMENT (P.U.E.) AND DRAINAGE EASEMENT (D.E.) AS SHOWN ON THIS PLAT FOR PUBLIC UTILITY AND DRAINAGE PURPOSES, INCLUDING CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF THEIR RESPECTIVE FACILITIES, INCLUDING CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES.

IN WITNESS WHEREOF, HANCOCK TERMINUS LLC, A FLORIDA LIMITED LIABILITY COMPANY, THE OWNER HAVE CAUSED THIS DEDICATION TO BE MADE THIS ____ DAY OF _____, 2025.

HANCOCK TERMINUS LLC,
A FLORIDA LIMITED LIABILITY COMPANY

BY: _____
ROGER M. KEATON
MANAGER

_____
WITNESS

_____
PRINTED NAME

_____
WITNESS

_____
PRINTED NAME

ACKNOWLEDGMENT:

STATE OF _____

COUNTY OF _____

THE FOREGOING INSTRUMENT WAS SWORN TO (OR AFFIRMED) AND SUBSCRIBED BEFORE ME BY MEANS OF ( ) PHYSICAL PRESENCE OR ( ) ONLINE NOTARIZATION, ON THIS ___ DAY OF _____, 2025, ROGER M. KEATON, AS A MANAGER OF HANCOCK TERMINUS LLC, A FLORIDA LIMITED LIABILITY COMPANY, WHO ( ) IS PERSONALLY KNOWN TO ME OR ( ) HAS PRODUCED _____ AS IDENTIFICATION.

_____
NOTARY PUBLIC – STATE OF _____

_____
PRINTED NAME

_____ _____
COMMISSION NO. MY COMMISSION EXPIRES

(IF USING STAMP, PERMANENT INK IS REQUIRED)

NOTARY SEAL

THIS INSTRUMENT WAS PREPARED BY:
ALLEN M. VOSE III, P.S.M. LS7191

ATWELL

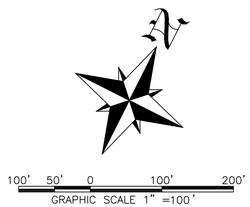
866.850.4200 www.atwell.com

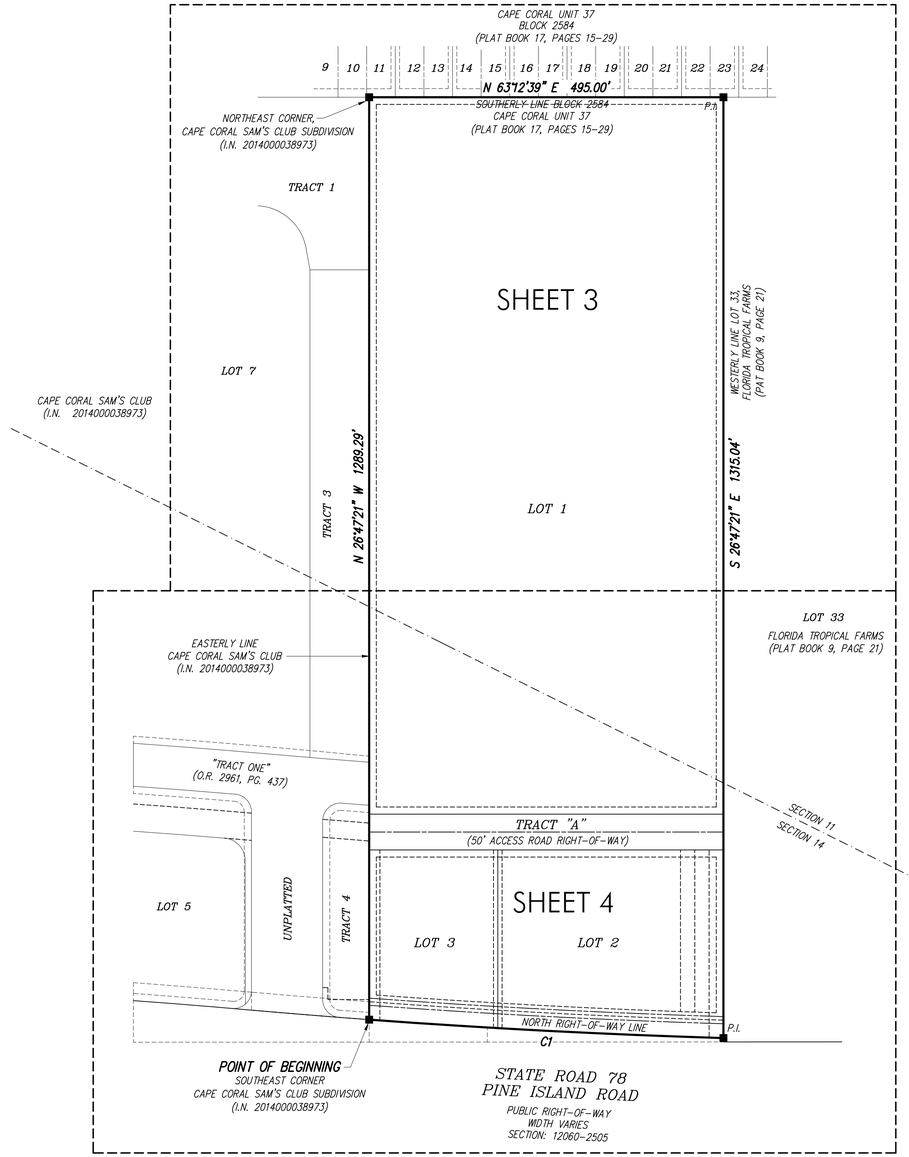
10511 SIX MILE CYPRESS PARKWAY – SUITE 101
FORT MYERS, FLORIDA 33966
(239) 939-5490 – LB# 7832

INSTRUMENT NUMBER _____

HANCOCK TERMINUS CENTER

A SUBDIVISION
BEING A REPLAT OF PORTIONS OF LOTS 34, 35 AND 36
FLORIDA TROPICAL FARMS SUBDIVISION
RECORDED IN PLAT BOOK 9, PAGE 21, PUBLIC RECORDS OF LEE COUNTY, FLORIDA
LYING IN SECTIONS 11 AND 14, TOWNSHIP 44 SOUTH, RANGE 23 EAST,
CITY OF CAPE CORAL, LEE COUNTY, FLORIDA





NOTES:

1. BEARINGS AND DISTANCES SHOWN HEREON, UNLESS OTHERWISE NOTED, ARE BASED ON THE RECORD PLAT OF CAPE CORAL SAM'S CLUB, AS RECORDED IN INSTRUMENT NUMBER 2014000038973, PUBLIC RECORDS OF LEE COUNTY, FLORIDA, WHEREIN THE NORTHEASTERLY LINE OF SAID SUBDIVISION BEARS S 26°47'21" E.
2. ALL DIMENSIONS ARE IN FEET AND DECIMAL PARTS THEREOF.
3. SUBJECT PROPERTY CONTAINS: 14.82 ACRES, MORE OR LESS.
4. ALL INTERNAL MONUMENTATION TO BE SET IN ACCORDANCE WITH F.S. SECTION 177.091.

NOTES: ALL ADJACENT TRACTS AND EASEMENTS, UNLESS OTHERWISE NOTED, ARE PART OF CAPE CORAL SAM'S CLUB, RECORDED IN INSTRUMENT NUMBER 2014000038973, PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

TRACT USE TABLE

TRACT	DESIGNATED USE
TRACT "A"	ACCESS ROAD RIGHT-OF-WAY FOR INGRESS/EGRESS DRAINAGE AN PUBLIC UTILITIES

LEGEND:

PG. – INDICATES PAGE
PGS. – INDICATES PAGES
TYP. – INDICATES TYPICAL
NO. – INDICATES NUMBER
I.R. – INDICATES IRON ROD
℄ – INDICATES CENTERLINE
R.L. – INDICATES RADIAL LINE
ENG – INDICATES ENGINEERING
(E) – INDICATES EASEMENT TIE
12 – INDICATES LOT NUMBER 12
U.E. – INDICATES UTILITY EASEMENT
A.E. – INDICATES ACCESS EASEMENT
LB – INDICATES LICENSED BUSINESS
D.E. – INDICATES DRAINAGE EASEMENT
C.M. – INDICATES CONCRETE MONUMENT
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L.B.E. – INDICATES LANDSCAPE BUFFER EASEMENT
D.O.T. – INDICATES DEPARTMENT OF TRANSPORTATION
P.R.M. – INDICATES PERMANENT REFERENCE MONUMENT
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PSM – INDICATES PROFESSIONAL SURVEYOR AND MAPPER
C.C.C.U.E. – INDICATES CITY OF CAPE CORAL UTILITY EASEMENT

SYMBOL LEGEND:

● – INDICATES LOT/TRACT CORNER, 5/8" IRON AND CAP STAMPED "ATWELL, LB 7832", UNLESS OTHERWISE SHOWN
⊙ – INDICATES PERMANENT CONTROL POINT (P.C.P.), NAIL AND METAL DISK BEARING THE SURVEYOR'S CERTIFICATE NUMBER, TO BE SET IN ACCORDANCE WITH F.S. SECTION 177.091
■ – INDICATES PERMANENT REFERENCE MONUMENT (P.R.M.), 5/8" IRON ROD AND CAP STAMPED "P.R.M. ATWELL LB 7832", UNLESS OTHERWISE SHOWN

KEY MAP, SHEET INDEX AND
OVERALL BOUNDARY INFORMATION

CURVE TABLE

CURVE	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
C1	11497.00'	2°28'13"	495.71'	495.67'	S 66°11'19" W

PLT2024-000004

INSTRUMENT NUMBER _____

THIS INSTRUMENT WAS PREPARED BY:
ALLEN M. VOSE III, P.S.M. LS7191

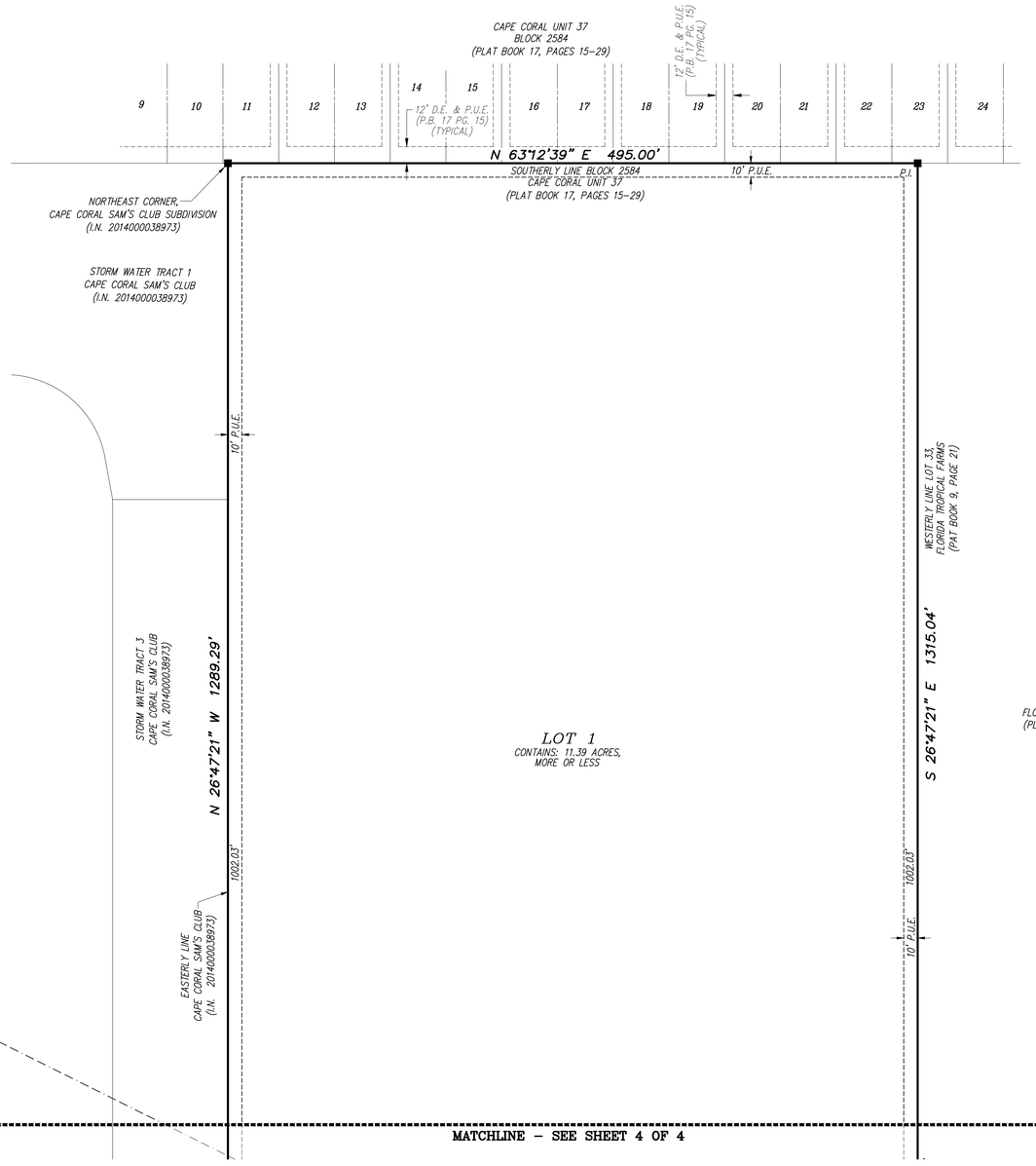
ATWELL

866.850.4200 www.atwell.com

10511 SIX MILE CYPRESS PARKWAY – SUITE 101
FORT MYERS, FLORIDA 33966
(239) 939-5490 – LB# 7832

HANCOCK TERMINUS CENTER

A SUBDIVISION
BEING A REPLAT OF PORTIONS OF LOTS 34, 35 AND 36
FLORIDA TROPICAL FARMS SUBDIVISION
RECORDED IN PLAT BOOK 9, PAGE 21, PUBLIC RECORDS OF LEE COUNTY, FLORIDA
LYING IN SECTIONS 11 AND 14, TOWNSHIP 44 SOUTH, RANGE 23 EAST,
CITY OF CAPE CORAL, LEE COUNTY, FLORIDA



50' 25' 0 50' 100'
GRAPHIC SCALE 1" = 50'

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PLT2024-000004

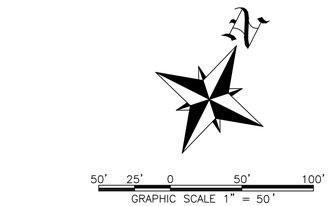
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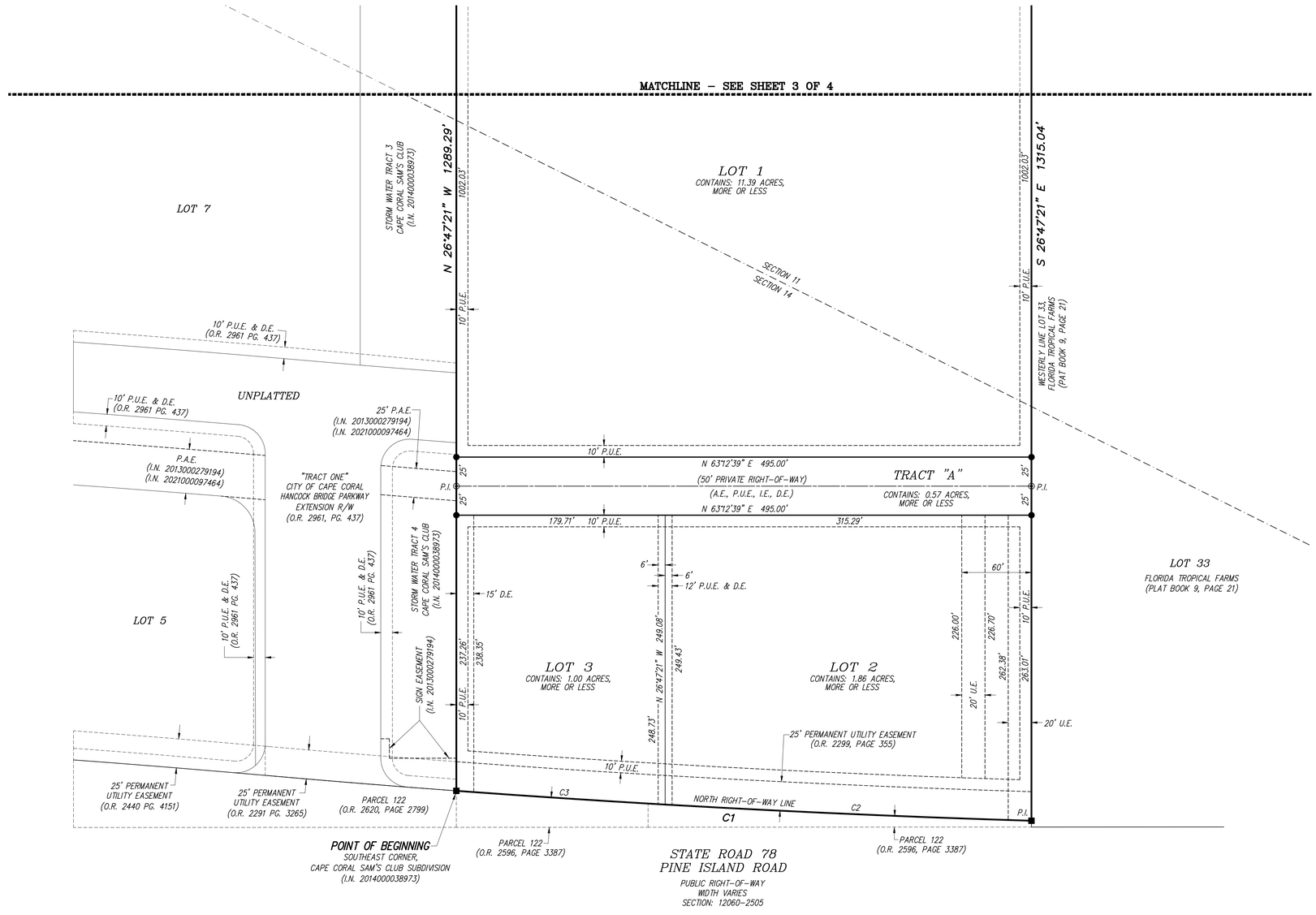
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CURVE TABLE

CURVE	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
C1	11497.00'	02°28'13"	495.71'	495.67'	S 66°11'19" W
C2	11497.00'	01°34'22"	315.61'	315.60'	S 65°44'23" W
C3	11497.00'	00°53'51"	180.10'	180.10'	S 66°58'30" W

PLT2024-000004



PLAT24-000004 Location Exhibit

Meeting Type City Council – Regular Meeting
Meeting Date August 27, 2025

Agenda Request Form
City of Cape Coral

Title
Resolution 242-25

Ordinances and Resolutions
A Resolution of the Mayor and City Council of the City of Cape Coral, Florida, establishing Fiscal Year 2025-2026 Solid Waste Collection rates for commercial establishments and large-scale multi-family dwellings for the City of Cape Coral mandatory refuse collection program; providing for an effective date.

Department: Financial Services
Dollar Value: N/A; Fund: N/A
Duration: Fiscal Year 2025-2026

Requested Action Approve or Deny

Summary Explanation and Background
The Resolution before you establishes the Fiscal Year 2025-2026 Solid Waste Collection rates for commercial establishments and large scale multi-family dwellings for the City's mandatory refuse collection program.

Section 9-72 of the City Ordinances requires the City to establish rates prior to October 1 each year. The rates are comprised of two components – collection and disposal. The rate proposed incorporates an increase of 1.66%, which represents an adjustment for Consumer Price Index (CPI). This adjustment was also represented in the residential rate.

Strategic Plan Alignment

Is this a Strategic Decision? YES
If No, will it harm the intent or success of the Strategic Plan? Choose an item.
If Yes, Priority Goals Supported are listed below:

- ☒ CITY SERVICES AND AMENITIES: DELIVER EXCEPTIONAL CITY SERVICES AND HIGH-QUALITY AMENITIES
- ☐ COMMUNICATION: CULTIVATE AN ENGAGED AND INFORMED COMMUNITY AND WORKFORCE
- ☐ ECONOMY, EDUCATION, AND WORKFORCE: CREATE A COMMUNITY OF PROSPEROUS RESIDENTS, THRIVING NEIGHBORHOODS, AND SUCCESSFUL BUSINESSES
- ☒ FISCAL SUSTAINABILITY: MAINTAIN A FINANCIALLY SOUND GOVERNMENT AND HIGH-PERFORMING ORGANIZATION
- ☐ INFRASTRUCTURE: INVEST IN RESILIENT INFRASTRUCTURE
- ☐ ENVIRONMENTAL SUSTAINABILITY: PRESERVE CAPE CORAL'S NATURAL RESOURCES FOR CURRENT AND FUTURE GENERATIONS

Is this a Consultant recommendation? NO
Is this contained in a Master Plan? NO

If yes to either question, please provide details of the name of Consultant or name of the Master Plan when applicable:

Recommendations

Approve Resolution 242-25

Source of Additional Information

Crystal Feast, Financial Services Director, cfeast@capecoral.gov, (239)574-0491

Fiscal Impact/Funding Sources(s)/Budget Consideration

None.

Will this action result in a Budget Amendment? NO

Prepared By Suzanne Lopez, Senior Administrative Specialist

RESOLUTION 242 - 25

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF CAPE CORAL, FLORIDA, ESTABLISHING FISCAL YEAR 2025-2026 SOLID WASTE COLLECTION RATES FOR COMMERCIAL ESTABLISHMENTS AND LARGE-SCALE MULTI-FAMILY DWELLINGS FOR THE CITY OF CAPE CORAL MANDATORY REFUSE COLLECTION PROGRAM; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 9-72 of the City of Cape Coral, Florida, Code of Ordinances (the "Code") requires that the City establish rates for refuse collection by Resolution, prior to October 1 each year; and

WHEREAS, the rates for residential collection, excluding large scale multi-family dwellings, were established by Resolution 205-25, adopted on July 23, 2025; and

WHEREAS, the City desires to establish solid waste collection rates for commercial establishments and large scale multi-family residential dwellings.

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

Section 1. For the fiscal year beginning October 1, 2025, the City of Cape Coral adopts the rates for its mandatory solid waste collection program for all commercial establishments and large-scale multi-family dwellings as defined in Section 9-65 of the Code. The rates are as set out in Exhibit A, which is attached hereto and incorporated herein by reference.

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

ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CAPE CORAL, FLORIDA, AT THEIR REGULAR SESSION THIS _____ DAY OF _____, 2025.

_____
JOHN GUNTER, MAYOR

VOTE OF MAYOR AND COUNCILMEMBERS:

GUNTER	_____	LASTRA	_____
STEINKE	_____	KILRAINE	_____
LEHMANN	_____	LONG	_____
DONNELL	_____	KADUK	_____

ATTESTED TO AND FILED IN MY OFFICE THIS _____ DAY OF _____, 2025.

_____
KIMBERLY BRUNS
CITY CLERK

APPROVED AS TO FORM:

_____
ALEKSANDR BOKSNER
CITY ATTORNEY
res/Assessment - Commercial Solid Waste Rates – Final

EXHIBIT A

Solid Waste Compactors / Veritpaks Price Matrix - 10/1/2025

Service Increase	1.66%
Disposal Rate Per Ton	$ 69.83

Cont Size	Freq/ Week	Yds/ Month	Last Year Service	Last Year Total Rate	Last Year RollOut	Last Year Lock	Calculations Disposal	Calculations Increase/Mo	New Rates Service	New Rates Total Rate	New Rates RollOut	New Rates Lock
2	1	8.67	$78.28	$200.90	$16.55	$8.27	$127.09	$1.30	**$79.58**	**$206.67**	**$16.82**	**$8.41**
	2	17.33	$156.56	$401.79	$33.10	$16.55	$254.18	$2.60	**$159.16**	**$413.34**	**$33.65**	**$16.82**
	3	26.00	$234.85	$602.69	$49.65	$24.82	$381.27	$3.90	**$238.75**	**$620.02**	**$50.47**	**$25.24**
	4	34.67	$313.12	$803.57	$66.20	$33.10	$508.36	$5.20	**$318.31**	**$826.68**	**$67.30**	**$33.65**
	5	43.33	$391.40	$1,004.47	$82.75	$41.37	$635.45	$6.50	**$397.90**	**$1,033.35**	**$84.12**	**$42.06**
	6	52.00	$469.68	$1,205.36	$99.30	$49.65	$762.54	$7.80	**$477.48**	**$1,240.02**	**$100.95**	**$50.47**
	Scheduled reload	2.00	$18.06	$46.36	$3.82	$1.91	$29.33	$0.30	**$18.36**	**$47.69**	**$3.88**	**$1.94**
	Unscheduled	2.00	$36.13	$64.42			$29.33	$0.60	**$36.73**	**$66.05**		
			Service	Total Rate	RollOut	Lock	Disposal	Increase/Mo	Service	Total Rate	RollOut	Lock
4	1	17.33	$82.03	$327.26	N/A	$8.27	$254.18	$1.36	**$83.40**	**$337.58**	**N/A**	**$8.41**
	2	34.67	$164.07	$654.52	N/A	$16.55	$508.36	$2.72	**$166.79**	**$675.16**	**N/A**	**$16.82**
	3	52.00	$246.10	$981.78	N/A	$24.82	$762.54	$4.09	**$250.19**	**$1,012.73**	**N/A**	**$25.24**
	4	69.33	$328.15	$1,309.06	N/A	$33.10	$1,016.72	$5.45	**$333.60**	**$1,350.32**	**N/A**	**$33.65**
	5	86.67	$410.17	$1,636.31	N/A	$41.37	$1,270.91	$6.81	**$416.98**	**$1,687.89**	**N/A**	**$42.06**
	6	104.00	$492.21	$1,963.57	N/A	$49.65	$1,525.09	$8.17	**$500.38**	**$2,025.47**	**N/A**	**$50.47**
	Scheduled reload	4.00	$18.93	$75.52	N/A	$1.91	$58.66	$0.31	**$19.24**	**$77.90**	**N/A**	**$1.94**
	Unscheduled	4.00	$37.86	$94.45			$58.66	$0.63	**$38.49**	**$97.15**		
			Service	Total Rate	RollOut	Lock	Disposal	Increase/Mo	Service	Total Rate	RollOut	Lock
6	1	26.00	$87.07	$454.91	N/A	$8.27	$381.27	$1.45	**$88.51**	**$469.79**	**N/A**	**$8.41**
	2	52.00	$174.16	$909.84	N/A	$16.55	$762.54	$2.89	**$177.05**	**$939.60**	**N/A**	**$16.82**
	3	78.00	$261.24	$1,364.76	N/A	$24.82	$1,143.82	$4.34	**$265.58**	**$1,409.39**	**N/A**	**$25.24**
	4	104.00	$348.35	$1,819.71	N/A	$33.10	$1,525.09	$5.78	**$354.13**	**$1,879.22**	**N/A**	**$33.65**
	5	130.00	$435.42	$2,274.62	N/A	$41.37	$1,906.36	$7.23	**$442.65**	**$2,349.00**	**N/A**	**$42.06**
	6	156.00	$522.51	$2,729.55	N/A	$49.65	$2,287.63	$8.67	**$531.18**	**$2,818.82**	**N/A**	**$50.47**
	Scheduled reload	6.00	$20.09	$104.98	N/A	$1.91	$87.99	$0.33	**$20.43**	**$108.41**	**N/A**	**$1.94**
	Unscheduled	6.00	$40.19	$125.08			$87.99	$0.67	**$40.86**	**$128.84**		

			Service	Total Rate	RollOut	Lock	Disposal	Increase/Mo	**Service**	**Total Rate**	**RollOut**	**Lock**
8	1	34.67	$90.87	$581.33	N/A	$8.27	$508.36	$1.51	**$92.38**	**$600.74**	**N/A**	**$8.41**
	2	69.33	$179.92	$1,160.83	N/A	$16.55	$1,016.72	$2.99	**$182.91**	**$1,199.63**	**N/A**	**$16.82**
	3	104.00	$269.90	$1,741.26	N/A	$24.82	$1,525.09	$4.48	**$274.38**	**$1,799.47**	**N/A**	**$25.24**
	4	138.67	$359.85	$2,321.67	N/A	$33.10	$2,033.45	$5.97	**$365.83**	**$2,399.28**	**N/A**	**$33.65**
	5	173.33	$449.81	$2,902.07	N/A	$41.37	$2,541.81	$7.47	**$457.27**	**$2,999.08**	**N/A**	**$42.06**
	6	208.00	$539.78	$3,482.51	N/A	$49.65	$3,050.17	$8.96	**$548.75**	**$3,598.92**	**N/A**	**$50.47**
	Scheduled reload	8.00	$20.97	$134.16	N/A	$1.91	$117.31	$0.35	**$21.32**	**$138.64**	**N/A**	**$1.94**
	Unscheduled	8.00	$41.94	$155.12			$117.31	$0.70	**$42.63**	**$159.95**		

Comp Size	**Last Year Rental**	**NEW RENTAL**
2	**$171.42**	**$174.26**
3	**$171.42**	**$174.26**
4	**$171.42**	**$174.26**
6	**$171.42**	**$174.26**
8	**$171.42**	**$174.26**

Horitculture Yard Waste Price Matrix - 10/1/2025

Service Increase	1.66%
Disposal Rate Per Ton	$ 43.92 ENTRY REQUIRED

Cont Size	Freq/ Week	Yds/ Month	Last Year Service	Last Year Total Rate	Last Year RollOut	Last Year Lock	Calculations Disposal	Calculations Increase/Mo	New Rates Service	New Rates Total Rate	New Rates RollOut	New Rates Lock
2	1	8.67	$78.26	$103.96	$16.55	$8.27	$26.64	$1.30	**$79.56**	**$106.20**	**$16.82**	**$8.41**
	2	17.33	$156.50	$207.91	$33.10	$16.55	$53.29	$2.60	**$159.10**	**$212.39**	**$33.65**	**$16.82**
	3	26.00	$234.76	$311.87	$49.65	$24.82	$79.93	$3.90	**$238.65**	**$318.59**	**$50.47**	**$25.24**
	4	34.67	$313.00	$415.82	$66.20	$33.10	$106.58	$5.20	**$318.20**	**$424.77**	**$67.30**	**$33.65**
	5	43.33	$391.26	$519.78	$82.75	$41.37	$133.22	$6.49	**$397.75**	**$530.97**	**$84.12**	**$42.06**
	6	52.00	$469.50	$623.73	$99.30	$49.65	$159.87	$7.79	**$477.29**	**$637.16**	**$100.95**	**$50.47**
	Scheduled reload	2.00	$17.87	$23.80	$3.82	$1.91	$6.15	$0.30	**$18.17**	**$24.31**	**$3.88**	**$1.94**
	Unscheduled	2.00	$35.74	$41.67			$6.15	$0.59	**$36.33**	**$42.48**		

			Service	Total Rate	RollOut	Lock	Disposal	Increase/Mo	Service	Total Rate	RollOut	Lock
4	1	17.33	$82.03	$133.44	N/A	$8.27	$53.29	$1.36	**$83.40**	**$136.69**	**N/A**	**$8.41**
	2	34.67	$163.81	$266.63	N/A	$16.55	$106.58	$2.72	**$166.53**	**$273.11**	**N/A**	**$16.82**
	3	52.00	$246.12	$400.34	N/A	$24.82	$159.87	$4.09	**$250.20**	**$410.07**	**N/A**	**$25.24**
	4	69.33	$328.15	$533.79	N/A	$33.10	$213.16	$5.45	**$333.60**	**$546.76**	**N/A**	**$33.65**
	5	86.67	$410.17	$667.22	N/A	$41.37	$266.45	$6.81	**$416.98**	**$683.43**	**N/A**	**$42.06**
	6	104.00	$492.21	$800.66	N/A	$49.65	$319.74	$8.17	**$500.38**	**$820.12**	**N/A**	**$50.47**
	Scheduled reload	4.00	$18.94	$30.81	N/A	$1.91	$12.30	$0.31	**$19.26**	**$31.56**	**N/A**	**$1.94**
	Unscheduled	4.00	$37.86	$49.72			$12.30	$0.63	**$38.49**	**$50.79**		

			Service	Total Rate	RollOut	Lock	Disposal	Increase/Mo	Service	Total Rate	RollOut	Lock
6	1	26.00	$87.08	$164.19	N/A	$8.27	$79.93	$1.45	**$88.53**	**$168.46**	**N/A**	**$8.41**
	2	52.00	$174.16	$328.39	N/A	$16.55	$159.87	$2.89	**$177.05**	**$336.92**	**N/A**	**$16.82**
	3	78.00	$261.24	$492.58	N/A	$24.82	$239.80	$4.34	**$265.58**	**$505.38**	**N/A**	**$25.24**
	4	104.00	$348.34	$656.79	N/A	$33.10	$319.74	$5.78	**$354.12**	**$673.86**	**N/A**	**$33.65**
	5	130.00	$435.43	$821.00	N/A	$41.37	$399.67	$7.23	**$442.66**	**$842.33**	**N/A**	**$42.06**
	6	156.00	$522.51	$985.19	N/A	$49.65	$479.61	$8.67	**$531.18**	**$1,010.79**	**N/A**	**$50.47**
	Scheduled reload	6.00	$20.09	$37.89	N/A	$1.91	$18.45	$0.33	**$20.43**	**$38.87**	**N/A**	**$1.94**
	Unscheduled	6.00	$40.19	$57.98			$18.45	$0.67	**$40.86**	**$59.30**		

			Service	Total Rate	RollOut	Lock	Disposal	Increase/Mo	**Service**	**Total Rate**	**RollOut**	**Lock**
8	1	34.67	$90.86	$193.68	N/A	$8.27	$106.58	$1.51	**$92.37**	**$198.95**	**N/A**	**$8.41**
	2	69.33	$181.74	$387.38	N/A	$16.55	$213.16	$3.02	**$184.76**	**$397.92**	**N/A**	**$16.82**
	3	104.00	$272.60	$581.06	N/A	$24.82	$319.74	$4.53	**$277.13**	**$596.87**	**N/A**	**$25.24**
	4	138.67	$363.49	$774.76	N/A	$33.10	$426.32	$6.03	**$369.52**	**$795.84**	**N/A**	**$33.65**
	5	173.33	$454.36	$968.45	N/A	$41.37	$532.90	$7.54	**$461.90**	**$994.80**	**N/A**	**$42.06**
	6	208.00	$545.23	$1,162.14	N/A	$49.65	$639.48	$9.05	**$554.28**	**$1,193.76**	**N/A**	**$50.47**
	Scheduled reload	8.00	$20.97	$44.70	N/A	$1.91	$24.60	$0.35	**$21.32**	**$45.92**	**N/A**	**$1.94**
	Unscheduled	8.00	$41.94	$65.66			$24.60	$0.70	**$42.63**	**$67.23**		

	Regular Multifamily		Service	Total Rate	RollOut	Lock	Disposal	Increase/Mo	**Service**	**Total Rate**
Carts	1	1.50	$92.32	$96.78	N/A	N/A	$4.62	$1.53	**$93.85**	**$98.47**
	2	3.00	$184.64	$193.54	N/A	N/A	$9.22	$3.07	**$187.71**	**$196.93**
	3	4.50	$276.96	$290.31	N/A	N/A	$13.83	$4.60	**$281.56**	**$295.40**
	4	6.00	$369.28	$387.08	N/A	N/A	$18.45	$6.13	**$375.42**	**$393.86**
	5	7.50	$461.62	$483.86	N/A	N/A	$23.06	$7.66	**$469.28**	**$492.34**
	6	9.00	$553.94	$580.63	N/A	N/A	$27.67	$9.20	**$563.14**	**$590.81**
	Scheduled reload	.173	$21.30	$22.32	N/A	N/A	$1.06	$0.35	**$21.65**	**$22.72**
	Unscheduled	.173	$42.61	$43.64	N/A	N/A	$1.06	$0.71	**$43.32**	**$44.38**

Two 35 gallons cans or one 96 gallon cart **6 = 1 yard 1x per week**

Multifamily Dwelling Curbside		Service	New Rate	Disposal	Increase/Mo	**Service**	**New Rate**
1	1.00	$8.72	$11.68	$3.07	$0.14	**$8.86**	**$11.94**

Solid Waste Price Matrix - 10/1/2025

Service Increase	1.66%	ENTRY REQUIRED
Disposal Rate Per Ton	$ 69.83	ENTRY REQUIRED

Cont Size	Freq/ Week	Yds/ Month	Last Year Service	Total Rate	RollOut	Lock	Calculations Disposal	Increase/Mo	New Rates Service	Total Rate	RollOut	Lock
2	1	8.67	$82.40	$123.28	$16.55	$8.27	$42.36	$1.37	**$83.77**	**$126.14**	**$16.82**	**$8.41**
	2	17.33	$164.84	$246.58	$33.10	$16.55	$84.73	$2.74	**$167.57**	**$252.30**	**$33.65**	**$16.82**
	3	26.00	$247.24	$369.85	$49.65	$24.82	$127.09	$4.10	**$251.34**	**$378.43**	**$50.47**	**$25.24**
	4	34.67	$329.64	$493.13	$66.20	$33.10	$169.45	$5.47	**$335.12**	**$504.57**	**$67.30**	**$33.65**
	5	43.33	$412.06	$616.42	$82.75	$41.37	$211.82	$6.84	**$418.90**	**$630.72**	**$84.12**	**$42.06**
	6	52.00	$494.48	$739.71	$99.30	$49.65	$254.18	$8.21	**$502.69**	**$756.87**	**$100.95**	**$50.47**
	Scheduled reload	2.00	$19.02	$28.45	$3.82	$1.91	$9.78	$0.32	**$19.33**	**$29.11**	**$3.88**	**$1.94**
	Unscheduled	2.00	$38.04	$47.47			$9.78	$0.63	**$38.67**	**$48.44**		
			Service	Total Rate	RollOut	Lock	Disposal	Increase/Mo	Service	Total Rate	RollOut	Lock
4	1	17.33	$92.60	$174.34	N/A	$8.27	$84.73	$1.54	**$94.14**	**$178.86**	**N/A**	**$8.41**
	2	34.67	$185.20	$348.68	N/A	$16.55	$169.45	$3.07	**$188.27**	**$357.73**	**N/A**	**$16.82**
	3	52.00	$277.80	$523.03	N/A	$24.82	$254.18	$4.61	**$282.41**	**$536.59**	**N/A**	**$25.24**
	4	69.33	$370.38	$697.35	N/A	$33.10	$338.91	$6.15	**$376.53**	**$715.44**	**N/A**	**$33.65**
	5	86.67	$463.00	$871.71	N/A	$41.37	$423.64	$7.69	**$470.68**	**$894.32**	**N/A**	**$42.06**
	6	104.00	$555.58	$1,046.04	N/A	$49.65	$508.36	$9.22	**$564.81**	**$1,073.17**	**N/A**	**$50.47**
	Scheduled reload	4.00	$21.37	$40.23	N/A	$1.91	$19.55	$0.35	**$21.72**	**$41.27**	**N/A**	**$1.94**
	Unscheduled	4.00	$42.75	$61.61			$19.55	$0.71	**$43.45**	**$63.01**		
			Service	Total Rate	RollOut	Lock	Disposal	Increase/Mo	Service	Total Rate	RollOut	Lock
6	1	26.00	$104.52	$227.14	N/A	$8.27	$127.09	$1.74	**$106.26**	**$233.35**	**N/A**	**$8.41**
	2	52.00	$206.97	$452.20	N/A	$16.55	$254.18	$3.44	**$210.41**	**$464.59**	**N/A**	**$16.82**
	3	78.00	$313.61	$681.45	N/A	$24.82	$381.27	$5.21	**$318.81**	**$700.08**	**N/A**	**$25.24**
	4	104.00	$418.16	$908.61	N/A	$33.10	$508.36	$6.94	**$425.10**	**$933.46**	**N/A**	**$33.65**
	5	130.00	$522.69	$1,135.76	N/A	$41.37	$635.45	$8.68	**$531.37**	**$1,166.82**	**N/A**	**$42.06**
	6	156.00	$626.47	$1,362.15	N/A	$49.65	$762.54	$10.40	**$636.87**	**$1,399.42**	**N/A**	**$50.47**
	Scheduled reload	6.00	$24.12	$52.42	N/A	$1.91	$29.33	$0.40	**$24.52**	**$53.85**	**N/A**	**$1.94**
	Unscheduled	6.00	$48.26	$76.55			$29.33	$0.80	**$49.06**	**$78.39**		

			Service	Total Rate	RollOut	Lock	Disposal	Increase/Mo	**Service**	**Total Rate**	**RollOut**	**Lock**
8	1	34.67	$114.78	$278.27	N/A	$8.27	$169.45	$1.91	**$116.69**	**$286.14**	**N/A**	**$8.41**
	2	69.33	$229.55	$556.52	N/A	$16.55	$338.91	$3.81	**$233.36**	**$572.27**	**N/A**	**$16.82**
	3	104.00	$344.34	$834.79	N/A	$24.82	$508.36	$5.72	**$350.05**	**$858.42**	**N/A**	**$25.24**
	4	138.67	$459.13	$1,113.07	N/A	$33.10	$677.82	$7.62	**$466.75**	**$1,144.57**	**N/A**	**$33.65**
	5	173.33	$573.90	$1,391.33	N/A	$41.37	$847.27	$9.53	**$583.43**	**$1,430.70**	**N/A**	**$42.06**
	6	208.00	$688.69	$1,669.59	N/A	$49.65	$1,016.72	$11.43	**$700.12**	**$1,716.84**	**N/A**	**$50.47**
	Scheduled reload	8.00	$26.50	$64.22	N/A	$1.91	$39.10	$0.44	**$26.94**	**$66.04**	**N/A**	**$1.94**
	Unscheduled	8.00	$52.97	$90.69			$39.10	$0.88	**$53.85**	**$92.95**		

	Regular Multifamily		Service	Total Rate	RollOut	Lock	Disposal	Increase/Mo	**Service**	**Total Rate**
Carts	1	1.50	$43.55	$50.63	N/A	N/A	$7.34	$0.72	**$44.27**	**$51.61**
	2	3.00	$87.09	$101.23	N/A	N/A	$14.66	$1.45	**$88.53**	**$103.20**
	3	4.50	$130.65	$151.87	N/A	N/A	$22.00	$2.17	**$132.82**	**$154.81**
	4	6.00	$174.19	$202.48	N/A	N/A	$29.33	$2.89	**$177.08**	**$206.41**
	5	7.50	$217.74	$253.11	N/A	N/A	$36.66	$3.61	**$221.35**	**$258.01**
	6	9.00	$261.29	$303.73	N/A	N/A	$43.99	$4.34	**$265.62**	**$309.62**
	Scheduled reload	.173	$6.88	$8.52	N/A	N/A	$1.69	$0.11	**$7.00**	**$8.69**
	Unscheduled	.173	$13.77	$15.40	N/A	N/A	$1.69	$0.23	**$14.00**	**$15.69**

Two 35 gallons cans or one 96 gallon cart **6 = 1 yard 1x per week**

Multifamily Dwelling Curbside		Service	Total Rate			Disposal	Increase/Mo	**Service**	**Total Rate**
1	1.00	$8.72	$13.43			$4.89	$0.14	**$8.86**	**$13.75**

ROLL OFF CONTAINERS AND COMPACTORS

Price Matrix - 10/1/2025

Service Increase	1.66%

	Last Year			New Rates		
OPEN TOPS:	Haul Rate	Daily Rental	Monthly Rental	Haul Rate	Daily Rental	Monthly Rental
10 yard	$ 258.62	$ 1.40	$ 43.25	$ 262.91	$ 1.43	$ 43.97
20 yard	$ 258.62	$ 1.54	$ 47.58	$ 262.91	$ 1.57	$ 48.37
30 yard	$ 258.62	$ 1.87	$ 57.67	$ 262.91	$ 1.90	$ 58.63
40 yard	$ 258.62	$ 2.15	$ 66.32	$ 262.91	$ 2.19	$ 67.42

COMPACTORS:	Haul Rate	Daily Rental	Monthly Rental	Haul Rate	Daily Rental	Monthly Rental
20 yard	$ 258.62	$ 7.39	$ 227.79	$ 262.91	$ 7.51	$ 231.57
30 yard	$ 258.62	$ 7.81	$ 240.76	$ 262.91	$ 7.94	$ 244.76
40 yard	$ 258.62	$ 8.55	$ 263.83	$ 262.91	$ 8.70	$ 268.21

Meeting Type City Council – Regular Meeting
Meeting Date August 27, 2025

Agenda Request Form
City of Cape Coral

Title
Resolution 248-25

Ordinances and Resolutions
A Resolution of the Mayor and City Council of the City of Cape Coral, Florida, awarding Bid No. BPW25108KMR to Tony's Lawn and Landscaping, LLC, for the Del Prado Extension Reforestation Project; approving Contract No. BPW25108KMR between the City of Cape Coral, Florida, and Tony's Lawn and Landscaping, LLC, for the Del Prado Extension Reforestation Project in the amount of $224,766.25; authorizing the City Manager or their designee to execute the contract and purchase order(s); providing for an effective date.

Department: Public Works
Dollar Value: $224,766.25
Fund: General Fund
Duration: 270 calendar days after the Notice to Proceed is issued
Procurement Methodology: Competitive Solicitation – Invitation to Bid

Requested Action Approve or Deny

Summary Explanation and Background
The Del Prado extension serves our community as both a linear park and as a vital pedestrian corridor within the Northeast. Past hurricanes have resulted in significant loss to the tree canopy at this location.

Staff issued a solicitation for reforestation efforts needed to improve tree canopy coverage within the Del Prado extension. This bid includes the purchase, delivery, and installation of specified tree materials.

On June 4, 2025, Invitation to Bid #BPW25108KMR was issued for the Del Prado Extension Reforestation Project to the prequalified vendors list. All prequalified vendors viewed the bid documents.

The bid closed on June 26, 2025 with four bids received. The bidders, in alphabetical order, were: Coco Tree Service, Corp., P&T Lawn and Tractor Service, Inc, Tony's Lawn and Landscaping LLC and VisualScape, Inc.

After evaluation, Staff recommends awarding Bid# BPW25108KMR to Tony's Lawn and Landscaping, LLC as the lowest responsive responsible bidder meeting all the requirements and specifications outlined in the bid documents.

If approved, the contract is to be completed in 270 calendar days from the Notice to Proceed (90 days for substantial completion with 180-days for watering and maintenance) for a not to exceed amount of $224,766.25.

This procurement is governed by the City of Cape Coral Code of Ordinances, Article VII, Division 1, §2-144 (a) competitive sealed bidding.

Strategic Plan Alignment

Is this a Strategic Decision? YES
If No, will it harm the intent or success of the Strategic Plan? Choose an item.
If Yes, Priority Goals Supported are listed below:

- ☐ CITY SERVICES AND AMENITIES: DELIVER EXCEPTIONAL CITY SERVICES AND HIGH-QUALITY AMENITIES
- ☐ COMMUNICATION: CULTIVATE AN ENGAGED AND INFORMED COMMUNITY AND WORKFORCE
- ☐ ECONOMY, EDUCATION, AND WORKFORCE: CREATE A COMMUNITY OF PROSPEROUS RESIDENTS, THRIVING NEIGHBORHOODS, AND SUCCESSFUL BUSINESSES
- ☐ FISCAL SUSTAINABILITY: MAINTAIN A FINANCIALLY SOUND GOVERNMENT AND HIGH-PERFORMING ORGANIZATION
- ☐ INFRASTRUCTURE: INVEST IN RESILIENT INFRASTRUCTURE
- ☒ ENVIRONMENTAL SUSTAINABILITY: PRESERVE CAPE CORAL'S NATURAL RESOURCES FOR CURRENT AND FUTURE GENERATIONS

Is this a Consultant recommendation? NO
Is this contained in a Master Plan? NO
If yes to either question, please provide details of the name of Consultant or name of the Master Plan when applicable:

Recommendations

Staff recommends awarding Bid #BPW25108KMR, and corresponding contract, for the Del Prado Extension Reforestation Project to Tony's Lawn and Landscaping, LLC as the lowest responsive responsible bidder meeting the requirements and specifications of the Invitation to Bid.

Source of Additional Information

Matt Williams, Public Works Director; mwilliams@capecoral.gov; 239-574-0457

Fiscal Impact/Funding Sources(s)/Budget Consideration

General Fund/Median Maintenance
Account 001-30010-553106-30-55-541030-000-000

Will this action result in a Budget Amendment? NO

Prepared By Wanda Roop (KMR)

RESOLUTION 248 – 25

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF CAPE CORAL, FLORIDA, AWARDING BID NO. BPW25108KMR TO TONY'S LAWN AND LANDSCAPING, LLC, FOR THE DEL PRADO EXTENSION REFORESTATION PROJECT; APPROVING CONTRACT NO. BPW25108KMR BETWEEN THE CITY OF CAPE CORAL, FLORIDA, AND TONY'S LAWN AND LANDSCAPING, LLC, FOR THE DEL PRADO EXTENSION REFORESTATION PROJECT IN THE AMOUNT OF $224,766.25; AUTHORIZING THE CITY MANAGER OR THEIR DESIGNEE TO EXECUTE THE CONTRACT AND PURCHASE ORDER(S); PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Del Prado Extension, between Pine Island Road and Kismet Parkway, serves the community as both a linear park and a vital pedestrian corridor within the northeast corridor of the City; and

WHEREAS, due to prior hurricanes this area has suffered a significant loss to its tree canopy; and

WHEREAS, Invitation to Bid No. BPW25108KMR was issued on June 4, 2025 for the Del Prado Extension Reforestation Project, which includes the purchase, delivery and installation of specified tree materials; and

WHEREAS, the City received four (4) responses; and

WHEREAS, after evaluation based on the requirements set forth within the Invitation to Bid, and the City's Procurement Ordinance, the City Manager recommends awarding Bid No. BPW25108KMR to Tony's Lawn and Landscaping, LLC; and

WHEREAS, the City Manager recommends that the Mayor and City Council award Bid No. BPW25108KMR, and approve Contract No. BPW25108KMR, between the City and Tony's Lawn and Landscaping, LLC, for the Del Prado Extension Reforestation Project in the amount of $224,766.25.

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

Section 1. The Mayor and City Council hereby award Bid No. BPW25108KMR to Tony's Lawn and Landscaping, LLC, for the Del Prado Extension Reforestation Project.

Section 2. The Mayor and City Council hereby approve Contract No. BPW25108KMR between the City and Tony's Lawn and Landscaping, LLC, for the Del Prado Extension Reforestation Project, in the amount of $224,766.25. A copy of the Contract is attached hereto as Exhibit 1.

Section 3. The Mayor and City Council hereby authorize the City Manager or their designee to execute the Contract and purchase order(s).

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

ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CAPE CORAL, FLORIDA, AT THEIR REGULAR SESSION THIS _____ DAY OF _____, 2025.

_____
JOHN GUNTER, MAYOR

VOTE OF MAYOR AND COUNCILMEMBERS:

GUNTER	_____	LASTRA	_____
STEINKE	_____	KILRAINE	_____
LEHMANN	_____	LONG	_____
DONNELL	_____	KADUK	_____

ATTESTED TO AND FILED IN MY OFFICE THIS _____ DAY OF _____, 2025.

_____
KIMBERLY BRUNS
CITY CLERK

APPROVED AS TO FORM:

_____
ALEKSANDR BOKSNER
CITY ATTORNEY

MM

res/Bid Award-Tony's Lawn & Landscaping

CITY OF CAPE CORAL
CONTRACT #BPW25108KMR
DEL PRADO EXTENSION REFORESTATION PROJECT

THIS CONTRACT is made this _____ day of _____, 20__ by and between the **CITY OF CAPE CORAL, FLORIDA,** hereinafter called **"CITY"**, and **TONY'S LAWN AND LANDSCAPING, LLC**., a Florida Limited Liability Company, located at 900 Pondella Road North Fort Myers, FL 33903, hereinafter called **"CONTRACTOR"**.

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

1. The CONTRACTOR will provide the Del Prado extension reforestation project 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 purchase order and will complete the same in 270 calendar days. Substantial completed will be within 90 days, with final completion done in 270 days. However, if the contractor requires additional time due to unforeseen circumstances to complete the project, the Contractor must request an extension in writing prior to the expiration date detailing the reason for the request. The requested extension must be approved in writing by an authorized City representative. This contract may not be renewed.

4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS for a total price of Two Hundred Twenty-Four Thousand Seven Hundred Sixty-Six Dollars and Twenty-Five Cents ($224,766.25) as listed in Exhibit A during the term of the contract.

5. 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.

6. The Term "**Contract Documents**" shall include this Contract, CITY issued document, addendum or email addendum, Contractor's Quote/bid except when it conflicts with any other contractual provision, the City's General Terms and Conditions dated 04/22/2025, the Specifications and Drawings, any Special Conditions, together with all Written Amendments, Change Orders, Work Change Directives or Field Orders, and the purchase order. In the event of conflict between any provision of any other document referenced herein as part of the contract and this Contract, the terms of this Contract shall control.

7. **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.

8. **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.

9. **Administration of Contract:** The Department Director, or his representative, shall administer this Contract for the CITY.

10. **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. The Parties hereby waive their respective right, title, or interest to a trial of any disputed issues or facts by a jury.

11. **Amendments:** No Amendments or variation of the terms or conditions of this Contract shall be valid unless, such amendments or variations are in writing and signed by the parties.

12. **Payments:** CITY shall make payment and CONTRACTOR shall be in receipt of all sums properly invoiced within thirty (30) days of the City's receipt of such invoice. CITY shall pay contract amount of such invoice within such thirty (30) day period. If CITY shall give such notice to the CONTRACTOR within such fifteen (15) day period, such dispute over the proper amount of such invoice shall be resolved, and after final resolution of such dispute, CITY shall promptly pay the CONTRACTOR the amount so determined, less any amounts previously paid by CITY with respect to such invoice. In the event it is determined that CITY has overpaid such invoice, the CONTRACTOR shall promptly refund to the CITY the amount of such overpayment.

Payments by Electronic Funds Transfer: All payments made by the City of Cape Coral, Florida will be made by Direct Deposit (ACH) via electronic funds transfer. Paper checks will no longer be issued to new vendors. Every new vendor must register for direct deposit with the City by providing a "Vendor Authorization Agreement for Electronic Funds Transfer" form (ACH Form) to the City's Financial Services Accounting Division. It is strongly encouraged for current vendors to register for direct deposit with the City via Direct Deposit (ACH) Electronic Funds Transfer form. The form may be accessed on the City of Cape Coral website at:

https://cms4files.revize.com/capecoralfl/Procurement/VENDOR%20EFT%20AUTHORIZATION%20-%20Updated%20Jan%202024.pdf

Please contact the Procurement Division at the number shown on this solicitation document herein as the first point of contact for more information.

The link below will take you to the City of Cape Coral vendor Registration page:

https://www.capecoral.gov/department/financial_services/procurement/vendor_registration.php

Suppliers submitting a response to any solicitation are not required to be registered vendors or set up EFT payment prior to submitting their response. Suppliers do need to become register vendors and have the EFT payment form in place prior to the award of any contract.

13. **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.

14. **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.

15. **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.

16. **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.

17. **Insurance:**

Minimum Insurance Requirements: *The following are the required minimums the vendor must maintain throughout the duration of this contract. The City reserves the right to request additional documentation regarding insurance provided.*

a. **Commercial General Liability** - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:

$1,000,000 per occurrence
$2,000,000 general aggregate
$1,000,000 products and completed operations
$1,000,000 personal and advertising injury

b. **Business Auto Liability** - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:

$1,000,000 combined single limit (CSL); or
$500,000 bodily injury per person
$1,000,000 bodily injury per accident
$500,000 property damage per accident

c. **Workers' Compensation** - Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:

Workers' Compensation:

Statutory

Employers' Liability will have minimum limits of:

$1,000,000 per accident
$1,000,000 disease limit
$1,000,000 disease – policy limit

The required minimum limit of liability shown in a. and b. may be provided in the form of "Excess Insurance" or "Commercial Umbrella Policies." In which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."

Verification of Coverage:

1. Coverage shall be in place prior to the commencement of any work and throughout the duration of the contract. A certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:

a. **The "Certificate Holder" shall read as follows:**
City of Cape Coral
P.O. Box 150027
Cape Coral, Florida 33915-0027

b. **The "Description of Operations/Locations/Vehicles" shall read as follows:**

"The City of Cape Coral is named as an Additional Insured with respect to the General Liability policy, including Products and Completed Operations coverage."

Special Requirements:

1. An appropriate "Indemnification" clause shall be made a provision of the contract.
2. It is the responsibility of the general contractor to ensure that all subcontractors comply with all insurance requirements.

Project-Specific Insurance Requirements: ***Risk Management in no way represents that the insurance required is sufficient or adequate to protect the vendors' interest or liabilities. The following are the required minimums the vendor must maintain throughout the duration of this contract for specific risks in addition to minimum requirements. The City reserves the right to request additional documentation regarding insurance provided.***

- **Pollution/Environmental Pollution Liability** – cover third parties against bodily injury and property damage caused by hazardous waste materials released during business operations, reimbursement of mandated off-site clean-up costs, and Legal costs to investigate or settle pollution-related claims. Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:

  $1,000,000 per occurrence
  $2,000,000 general aggregate

18. **Record Keeping:** The awarded bidder shall maintain auditable records concerning the procurement adequate to account for all receipts and expenditures, and to document compliance with the specifications. These records shall be kept in accordance with generally accepted accounting principles, and the City of Cape Coral reserves the right to determine the record-keeping method in the event of non-conformity. If a Public Construction Bond is required records shall be maintained for ten (10) years, after final payment has been made and shall be readily available to City personnel with reasonable notice, and to other persons in accordance with the Florida Public Disclosure Statutes.

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

The failure of Contractor to comply with the provisions set forth in this Section shall constitute a Default and Breach of this Contract and the CITY shall enforce the Default in accordance with the provisions set forth. If an audit inspection or examination in accordance with this article discloses overpricing or overcharges to the CITY (of any nature) by Contractor and/or sub-contractor(s) 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 adjusting for the overcharges, the reasonable actual cost of the CITY's audit shall be reimbursed to the CITY by Contractor. Any adjustments and/or payments which must be made because of any such audit or inspection of Contractor's invoices and/or record shall be made within a reasonable amount of time (not to exceed thirty (30) calendar days) from presentation of the CITY's findings to Contractor. This provision survives the expiration of this Agreement.

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

20. **Public Records:**
The CITY is a public agency subject to Chapter 119, Florida Statutes. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICABILITY OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, AT (239) 574-0411, ctyclk@capecoral.gov, City of Cape Coral, 1015 Cultural Park Boulevard, Cape Coral, FL 33990.

The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

Keep and maintain public records required by the public agency to perform the service;

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 this chapter or as otherwise provided by law;

Ensure that public records that are exempt or confidential and exempt from public record 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 CITY;

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.

21. **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.

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

23. **E-Verify Validation:**
As a condition precedent to entering into this CONTRACT and in compliance with The Immigration and Nationality Act (INA), 8 U.S.C. Section 1324a(e) Section 274A(e) and Florida Statute State Section §448.095, Contractor or Consultant and their subcontractors shall register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021. The Employment Verification System (E-Verify) is operated by the Department of Homeland Security in partnership with the Social Security Administration.

A public agency must require in any contract that the contractor, and any subcontractor thereof, register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

Contractor must include E-Verify Memorandum of Understanding (MOU) Verification document.

24. **Prohibition Against Considering Social, Political, or Ideological Interests in Government Contracting:** In accordance with Florida Statute 287.05701 the City may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor. An awarding body may not give preference to a vendor based on the vendor's social, political, or ideological interests.

25. **Electronic Signatures**: The parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original

signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.

26. **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.

27. **Scrutinized Companies List:** Pursuant to 287.135 Florida Statute, s. 215.4725 and s. 215.473, A Company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency (state) or local governmental entity for goods or services of:

a. Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or is engaged in a boycott of Israel; or

b. One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

1. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to s. 215.473; or

2. Is engaged in business operations in Cuba or Syria.

28. **Human Trafficking:** Pursuant to Florida Statute 787.06, when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in F.S. 787.06.

29. **Counterparts:** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together will constitute one and the same instrument.

(End of Section)

CITY OF CAPE CORAL
CONTRACT #BPW25108KMR
DEL PRADO EXTENSION REFORESTATION PROJECT

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: _____

Typed Name: Kimberly Bruns, CMC

Title: City Clerk

Date: _____

CITY:

City of Cape Coral, Florida

Contracts over $50K:

Signature: _____

Typed Name: Michael Ilczyszyn

Title: City Manager

Date: _____

Contracts under $50K:

Signature: _____

Typed Name: _____

Title: _____

Date: _____

CITY LEGAL REVIEW:

MR 7-29-2025

Aleksandr Boksner Date
City Attorney

WITNESS CONTRACTOR:

Signature: _____

Typed Name: Erin Gallo

Title: Administration

Date: 8/6/25

CONTRACTOR:

Company: Tony's Lawn and Landscaping, LLC

Signature: _____

Typed Name: Tony Bruno

Title: Owner/CEO

Date: 8/6/25

BPW25108KMR
DEL PRADO EXTENSION REFORESTATION PROJECT
ISSUED: JUNE 4, 2025
CLOSED: JUNE 26, 2025

				Tony's Lawn and Landscaping LLC	
				Total Price	$224,766.25
Line #	Description	QTY	UOM	Unit	Extended
1	Bursera simaruba (Gumbo Limbo)	100	EA	**$363.21**	$36,321.00
2	Quercus virginiana (Live Oak)	100	EA	**$363.21**	$36,321.00
3	Swietenia mahagoni (Mahogany)	100	EA	**$492.89**	$49,289.00
4	Sabal palmetto (Sabal Palm)	50	EA	$374.21	$18,710.50
5	Phoenix sylvestris (Sylvester Palm)	25	EA	**$3,364.99**	$84,124.75

BPW25108KMR Addendum 1
Tony's Lawn and Landscaping LLC
Supplier Response

Event Information

Number: BPW25108KMR Addendum 1
Title: Del Prado Extension Reforestation Project
Type: Invitation to Bid
Issue Date: 6/4/2025
Deadline: 6/26/2025 03:00 PM (ET)
Notes: The City of Cape Coral will receive bids for Del Prado Extension Reforestation Project, BPW25108KMR. Only prequalified vendors approved through contract #RPW2563KMR are allowed to bid on this project. Detailed specifications may be obtained in this bid listing. Bids will be publicly opened at Cape Coral City Hall, 1015 Cultural Park Blvd, Cape Coral, FL 33990. The location of the bid opening, for those wanting to attend in person, can be found in this solicitation, under the "Activities" tab. Responses to this ITB will be accepted via Electronic submission **only**.

Contact Information

Contact: Kelsey Reed Procurement Specialist
Address: 1015 Cultural Park Blvd
City Hall - 2nd Floor/Finance-Procurement
Cape Coral, FL 33990
Email: kreed@capecoral.gov

Tony's Lawn and Landscaping LLC Information

Contact: Anthony Bruno
Address: PO Box 152105
Cape Coral, FL 33915
Phone: (239) 770-1213
Email: tonyslawnandtree@outlook.com

The person submitting this bid or proposal represents and warrants that he or she is duly authorized and has legal capacity to do so. This bid or proposal is authorized and is a valid and legal binding offer subject to acceptance by the City. For purposes of this bid or proposal, electronic, mechanically-applied and printed signatures, seals and dates shall be considered original signatures, seals and dates, without regard to the order in which they were affixed. The Legal Entity Name of proposer must be provided on the proposal submittal and all proposal form documents that are being submitted for the proposed goods or services requested in this solicitation. The Legal Entity Name will be used when creating the proposed goods or services contract between the Awarded Firm and the City.

Tony Bruno
Signature

tonysfordlandscaping@yahoo.com
Email

Submitted at 6/26/2025 02:54:15 PM (ET)

Requested Attachments

Corporate Resolution Form

Corporate Resolution Tonys Lawn and Landscaping LLC.pdf

Upload completed Corporate Resolution Form OR attach your company's corporate resolution form or document(s). Title the document: Corporate Resolution - (Supplier name)

Form 3A

Form_3A (3).pdf

Upload completed Form 3A, if applicable. Title the document: Form 3A - (Supplier name)

Reference Forms

Reference Forms Tonys Lawn and Landscaping LLC.pdf

Upload completed reference forms. Title the document: Reference Forms - (Supplier name)

Local Vendor Preference Establishment Form

Local Vendor Preference- Tonys Lawn and Landscaping.pdf

Upload completed Local Vendor Preference Establishment Form, if applicable. Title the document: Local Vendor Form - (Supplier name)

Certificate of Insurance

Tonys Lawn COI City of Cape Coral (1).pdf

ACKNOWLEDGEMENT OF INSURANCE REQUIREMENTS: Contractor acknowledges to provide proof of Minimum Insurance Requirements as stated under the "Attachments" Tab. Certificate of Insurance to be provided prior to contract execution and approved by the City before the commencement of any work activities. Title the document: COI - (Supplier name)

Business Licenses and Business Tax Receipts

TLL City of Cape Coral, Lee County 24-25 BTR.pdf

Upload copies of all business licenses and business tax receipts as required by the solicitation. Title the document: Licenses & BTR's - (Supplier name)

Division of Corporations

Division of Corporations- Tonys Lawn and Landscaping LLC.pdf

Upload copy of your registration from the website www.sunbiz.org. Title the document: Division of Corporations - (Supplier name)

Publicly Owned Vacant Site Form

Vacant Site Form Tonys Lawn and Landscaping LLC.pdf

Upload completed Publicly Owned Vacant Site Form, if applicable. Title the document: Vacant Site Form - (Supplier name)

E-Verify Memorandum of Understanding (MOU)

E-Verify MOU- Tonys Lawn and Landscaping (1).pdf

Provide completed and returned MOU from E-Verify with submittal. Title the Document: E-Verify MOU - (Supplier name)

Immigration Affidavit Certification

Immigration Affidavit.pdf

Provide the completed, signed and notarized Immigration Affidavit Form with submittal. Title the document: Immigration Affidavit - (Supplier name)

Human Trafficking Affidavit

Human Trafficking Affidavit (1).pdf

Provide the completed, signed and notarized Human Trafficking Affidavit Form with submittal. Title the document: Human Trafficking Affidavit - (Supplier name)

Bid Attributes

1 Taxpayer Identification Number (FEIN or Social Security #)

Please provide the Federal Employer Identification Number or Social Security Number of entity.

[redacted]

2 Introduction, General Terms & Conditions, and Special Conditions

Download the Introduction, General Terms and Conditions, and Special Conditions on the "Attachments" tab. Review and indicate below:

☑ I have Downloaded, Read and Agree.

3 Specifications and Requirements

Please download the Specifications and Requirements located in the "Attachments" tab.

☑ I have Downloaded, Read and Agree.

4 State of Florida, Division of Corporations

Please submit a copy of your registration and the corresponding document number from the website www.sunbiz.org establishing your firm as authorized (including authorized representatives) to conduct business in the State of Florida, as provided by the Florida Department of State, Division of Corporations.
Indicate the document is attached and you can add any notes as required.

Document attached in "Response Attachments."

5 Collusion Statement

The undersigned Bidder/Proposer affirms that the proposal/bid is genuine and not collusive or sham; that the bidder/proposer has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other bidder/proposer, or to fix overhead, profit or cost element of said bid price, or that of any other bidder/proposer, or to secure any advantage against the City of Cape Coral of any person interested in the proposed contract; and that all statements in said proposal or bid are true.

☑ I Agree

6 Scrutinized Companies Certification

Pursuant to 287.135 Florida Statute, s. 215.4725 and s. 215.473, A Company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency (state) or local governmental entity for goods or services of:

a. Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or is engaged in a boycott of Israel; or

b. One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

1. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to s. 215.473; or

2. Is engaged in business operations in Cuba or Syria.

☑ I Agree

7 Public Entity Crimes Act

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

☑ I Agree

8 Discriminatory Vendor List

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

☑ I Agree

9 Form 3A - Interest in Competitive Bid for Public Business

Sections 112.313(3) and 112.313(7), FL §, prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. See Part III, Chapter 112, FL §, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers, Candidates and Employees" for more details on these prohibitions. However, Section 112.313(12), FL § (1983), provides certain limited exemptions to the above-referenced prohibitions, including one where the business is awarded under a system of sealed, competitive bidding; the public official has exerted no influence on bid negotiations or specifications; and where disclosure is made, prior to or at the time of the submission of the bid, of the official's or his spouse's or child's interest and the nature of the intended business. The Commission on Ethics has promulgated this form for such disclosure, if and when applicable to a public officer or employee.
If this disclosure is applicable request form “INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS” (Required by 112.313(12)(b), FL § (1983)) to be completed and returned with solicitation response. It is the bidder/proposer’s responsibility to disclose this relationship, failure to do so could result in being declared non- responsive.

Form 3A can be found in the "Attachments" tab, if needed.

N/A

10 **Corporate Resolution**

The corporate resolution form is utilized to provide names of individuals that are legally authorized to execute agreements on behalf of the corporation, company, partnership, joint venture or entity. This may include signing of bid documents, contracts, forms, and agreements. The corporate resolution form includes the name of individuals, with their signatures and their official title with the entity submitting a bid or proposal.
Proposers must provide either the corporate resolution form (see Attachment Library) or the company's official letterhead, indicating the authority of the individuals who may sign and legally bind the company in proposals, bids, contracts, and agreements. The authorized individuals name(s) should be shown on the corporate resolution or letterhead with their typewritten name, their official title and actual signatures shown beside their name. The document should be signed and dated by an authorized agent of the company. The document should include the company's official address and phone number. If the primary qualifying agent is not the owner, an officer, a member, a joint venture managing partner, etc., describe the relationship to the company and provide proof of such relationship and/or license use agreement.
The City's form can be found in the "Attachments" tab, if needed.

I am submitting City's Corporate Resolution Form

11 **Drug Free Workplace**

Florida Statutes Section 112.0455 is the "Drug-Free Workplace Act". The purpose of the Act is:
(a) promote the goal of a drug-free workplace within government through fair and reasonable drug-testing methods for the protection of public employees and employers.
(b) Encourage employers to provide employees who have drug use problems with an opportunity to participate in an employee assistance program or an alcohol and drug rehabilitation program.
(c) Provide for confidentiality of testing results.

☑ I Acknowledge and Agree

12 **Reference Survey Forms**

Submit three (3) completed Reference Survey Forms for past projects completed within the past year, preferably of projects of similar scope and size. The City reserves the right to contact these references.
The Reference Survey Form can be found in the "Attachments" tab.

☑ I have attached completed reference form(s).

13 **Insurance Requirements**

See attached Minimum Insurance Requirements form for information relative to insurance requirements, found in the "Attachments" tab.
Without limiting its liability under this Invitation to Bid, the awarded bidder(s) shall procure and continuously maintain, without interruption, at its own expense, insurance specified on the enclosed form.
Neither approval nor failure to disapprove the insurance furnished by awarded bidder to the City shall relieve the awarded bidder of the awarded bidder's full responsibility to provide insurance, as required by this contract. The awarded bidder shall be responsible for assuring that the insurance remains in force for the duration of the contractual period; included any and all option years that may be granted to that awarded bidder. The certificate of insurance shall contain the provision that the City be given no less than thirty (30) days written notice of cancellation. If the insurance is scheduled to expire during the contractual period, the awarded bidder shall be responsible for submitting new or renewed certificates of insurance to the City at a minimum of fifteen (15) calendar days in advance of such expiration.
By submitting a response to the solicitation, respondent is agreeing to meet the insurance requirements of the project, which are subject to change.

ACKNOWLEDGEMENT OF INSURANCE REQUIREMENTS:
Contractor acknowledges to provide proof of Minimum Insurance Requirements as stated under the "Attachments" Tab. Certificate of Insurance to be provided prior to contract execution and approved by the City before the commencement of any work activities.

☑ I Acknowledge and Agree

14 **Deviations from Bid Specifications**

Bidder shall clearly indicate all areas in which the items the bidder proposes does not fully comply with the requirements of this specification. The decision as to whether an item fully complies with the stated requirements rests solely with the City of Cape Coral.

Please indicate all deviations.

No response

15 **Designated Contact**

Provide a primary contact that will be available during normal work hours by phone or in person and knowledgeable of all terms of the contract.

List the name, title, phone #, and email address for the primary contact below.

Tony Bruno (239) 770-1213 tonysfordlandscaping@yahoo.com

16 **Bids to Remain Effective**

Bids shall be effective for 120 days from Bid Opening Date, and thereafter if accepted by the City for the term designated in this bid. By submitting a bid you are in agreement with this timeframe.

17 **Contract Time**

The number of calendar days after **the stipulated date of commencement in the Notice to Proceed** within which, or the date by which, the Work is to be completed (the Contract Time) is set forth below and will be included in the fully executed Agreement.

This contract will be for 270 calendar days from the commencement date indicated in the Notice to Proceed. Substantial completed will be within 90 days, with final completion done in 270 days.

☑ I Acknowledge and Agree

18 **License Requirement**

It is required that the bidder hold a valid license through the State of Florida, have a local competency license and also be registered in the City of Cape Coral.

Bidder will attach copies of the documents as proof of qualifications.

☑ I Acknowledge, Agree and Attached Documents.

19 **City Employees**

Does your company employ any City of Cape Coral employees? Please indicate "Yes" or "No". If "Yes", note the employees name, department and division.

No

20 **Local Vendor Preference**

In accordance with Article VII Division 1 Sections 2-144(a(10) of the City of Cape Coral Ordinance prior to award, a vendor who desires to be considered for local preference in a bid/proposal must submit sufficient information with its bid/proposal to allow consideration, including a copy of a paid business tax receipt showing a full 12 months in advance of the bid submittal date.

If any grants are applicable to this procurement, local vendor preference will not be applicable. Grants may be obtained prior to, during, and after solicitation release.

Per City Ordinance, local vendor preference will not be applied to Utility Extension Projects (UEP) or to projects that exceed $10M.

Are you claiming Local Vendor Preference? If YES, please complete and attach the Local Vendor Preference Establishment form found in the "Attachments" tab.

Yes- Lee County

21	**Electronic Funds Transfer (EFT"S)** **Payments by Electronic Funds Transfer:** All payments made by the City of Cape Coral, Florida will be made by Direct Deposit (ACH) via electronic funds transfer. Paper checks will no longer be issued to new vendors. Every new vendor must register for direct deposit with the City by providing a "Vendor Authorization Agreement for Electronic Funds Transfer" form (ACH Form) to the City's Financial Services Accounting Division. It is strongly encouraged for current vendors to register for direct deposit with the City via Direct Deposit (ACH) Electronic Funds Transfer. The form may be accessed on the City of Cape Coral website at: https://cms4files.revize.com/capecoralfl/Procurement/VENDOR%20EFT%20AUTHORIZATION%20-%20Updated%20Jan%202024.pdf Please contact the Procurement Division at the number shown on this solicitation document herein as the first point of contact for more information. The link below will take you to the City of Cape Coral vendor Registration page: https://www.capecoral.gov/department/financial_services/procurement/vendor_registration.php Suppliers submitting a response to any solicitation are not required to be registered vendors or set up EFT payment prior to submitting their response. Suppliers do need to become register vendors and have the EFT payment form in place prior to the award of any contract. ☑ I Acknowledge

22 **E-Verify**

As a condition precedent to entering into this CONTRACT and in compliance with The Immigration and Nationality Act (INA), 8 U.S.C. Section 1324a(e) Section 274A(e) and Florida Statute State Section §448.095, Contractor or Consultant and their subcontractors shall register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021. The Employment Verification System (E-Verify) is operated by the Department of Homeland Security in partnership with the Social Security Administration.

A public agency must require in any contract that the contractor, and any subcontractor thereof, register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system. The website for E-Verify is https://e-verify.gov.

NOTE: Response to this Solicitation must include E-Verify Memorandum of Understanding (MOU) Verification document. Upload the E-Verify MOU document under the Response Attachment Tab.

PUBLIC AGENCY CONTRACTING

(a) A public agency must require in any contract that the contractor, and any subcontractor thereof, register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

(b) If a contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract.

(c)1. A public agency, contractor, or subcontractor who has a good faith belief that a person or an entity with which it is contracting has knowingly violated s. 448.09(1) shall terminate the contract with the person or entity.
2. A public agency that has a good faith belief that a subcontractor knowingly violated this subsection, but the contractor otherwise complied with this subsection, shall promptly notify the contractor and order the contractor to immediately terminate the contract with the subcontractor.
3. A contract terminated under this paragraph is not a breach of contract and may not be considered as such. If a public agency terminates a contract with a contractor under this paragraph, the contractor may not be awarded a public contract for at least 1 year after the date on which the contract was terminated. A contractor is liable for any additional costs incurred by a public agency as a result of the termination of a contract.

(d) A public agency, contractor, or subcontractor may file a cause of action with a circuit or county court to challenge a termination under paragraph (c) no later than 20 calendar days after the date on which the contract was terminated.

☑ I Acknowledge and Agree

23 **Immigration Affidavit Certification**

Every contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

Complete the Immigration Affidavit Certification Form found under the Attachments Tab and upload the completed Notarized form under the Response Attachments Tab.

☑ I Acknowledge and Agree

24 **ARTICLE VII: Purchase and Sale of Real and Personal Property: CONE OF SILENCE**

In accordance with Article VII, Division 1, Section 2-151 (k) of the City of Cape Coral Ordinance.
The Cone of Silence prohibits any communication regarding a particular RFP, RFQ or bid solicitation after they have been
advertised. This Cone of Silence is designed to protect the professional integrity of the procurement

process by shielding it from undue influences prior to the recommendation of contract award.

§ 2-151

(k) **Cone of Silence**.

(1) Prohibited communication. Except as set forth in subsection (4) below, during a Competitive Solicitation, a cone of silence shall be in effect between:

a. Any person or entity that seeks a contract, contract amendment, award, recommendation, or approval related to a Competitive Solicitation or that is subject to, or are currently being evaluated or having its response evaluated in connection with a Competitive Solicitation, including a person or entity's representative; and

b. Any City Council member, the City Manager and their respective support staff or any person or group of persons appointed or designated by the City Council or the City Manager to evaluate, select, or make a recommendation to the City Council or the City Manager regarding a Competitive Solicitation.

(2) Effective dates. A cone of silence shall begin and shall end for Competitive Solicitations as follows:

a. A cone of silence shall be in effect during a competitive solicitation process beginning upon the advertisement for the Competitive Solicitation, upon the receipt of an unsolicited proposal, or during such other procurement activities as declared by the City Council.

b. The cone of silence shall terminate when either a contract is finally approved, a protest is filed pursuant to section 2-150, or the city rejects all bids or responses to the Competitive Solicitation, or takes other action which ends the Competitive Solicitation process.

(3) Notice. When the cone of silence becomes effective for a particular Competitive Solicitation, the City Manager or designee shall provide notice of the cone of silence to the City Council. The solicitation document for the goods or services shall generally disclose the requirements of this section.

(4) Permitted communication.

a. The cone of silence shall not apply to written or oral communications to the Procurement Manager, Procurement Manager's designee or to the City Attorney's Office.

b. Nothing contained in this section shall prohibit any person or entity subject to this section from:

1. Making public presentations at pre-bid conferences or at a selection or negotiation meeting related to the competitive selection.

2. Engaging in contract negotiations with the entity selected to negotiate the terms of the contract or with the City Council during a public meeting.

3. Making a presentation to the City Council or the selection advisory committee related to the competitive solicitation.

4. Communicating with the person or persons designated in the competitive solicitation as the contact person for clarification or information related to the competitive solicitation. The contact person shall not be a member of the selection/evaluation committee, or the person designated to negotiate the agreement.

5. Communicating with the city attorney or purchasing and contract administration staff in writing as provided in subsection (c) below.

(5) Violations. Any action in violation of this section may be immediate disqualification of the Competitive Solicitation or shall result in the disqualification of the vendor.

(6) Exceptions. The cone of silence shall not apply to a competitive process which seeks to enter into a contract or award of money to perform governmental, or quasi-governmental, social or human services primarily for charitable, benevolent, humanitarian, or other philanthropic purposes, such as the award of grants or support assistance to organized nonprofit entities that promote or assist with the care, education, health, standard of living, or general welfare of people in the City of Cape Coral, or that promote or assist community or neighborhood enhancements.

(Ord. 25-95, 6-12-1995; Ord. 68-07, 7-23-2007; Ord. 25-23 , § 1, 4-5-2023)

☑ I Understand and Agree

25 Human Trafficking

Pursuant to Florida Statute 787.06, when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in F.S. 787.06.

Download the Human Trafficking Affidavit from the Attachments Tab and upload the completed Affidavit in the Response Attachment Tab.

☑ I Acknowledge and Agree

26 Addenda

By checking the box below you are acknowledging the changes made during addendum #1.

Changes: Addendum #1 uploaded in "Attachment" tab to answer questions.

☑ I Acknowledge and Agree

Bid Lines

1 Bursera simaruba (Gumbo Limbo)

Quantity: 100 UOM: EA Price: $363.21 Total: $36,321.00

Item Notes: Refer to Specifications and Requirements, Part I Scope of Work

2 Quercus virginiana (Live Oak)

Quantity: 100 UOM: EA Price: $363.21 Total: $36,321.00

Item Notes: Refer to Specifications and Requirements, Part I Scope of Work

3 Swietenia mahagoni (Mahogany)

Quantity: 100 UOM: EA Price: $492.89 Total: $49,289.00

Item Notes: Refer to Specifications and Requirements, Part I Scope of Work

4 Sabal palmetto (Sabal Palm)

Quantity: 50 UOM: EA Price: $374.21 Total: $18,710.50

Item Notes: Refer to Specifications and Requirements, Part I Scope of Work

5	Phoenix sylvestris (Sylvester Palm)				
	Quantity: 25	UOM: EA	Price: $3,364.99	Total:	$84,124.75
	Item Notes: Refer to Specifications and Requirements, Part I Scope of Work				

Response Total: $224,766.25

CITY OF CAPE CORAL
FINANCIAL SERVICES DEPARTMENT
PO BOX 150027
CAPE CORAL, FL 33915-0027

INVITATION TO BID

DEL PRADO EXTENSION REFORESTATION PROJECT

BPW25108KMR

BIDS ARE TO BE SUBMITTED ELECTRONICALLY THROUGH ION WAVE NO LATER THAN:

3:00 PM EASTERN TIME (ET) ON JUNE 26, 2025, AT https://capecoral.ionwave.net

SEALED BIDS WILL BE PUBLICLY OPENED AT CAPE CORAL CITY HALL, 1015 CULTURAL PARK BLVD, CAPE CORAL, FL 33990 AT:
3:00 PM EASTERN TIME (ET) ON JUNE 26, 2025, IN CONFERENCE ROOM 252

NO QUESTIONS WILL BE ACCEPTED AFTER: 2:00 PM ET ON JUNE 9, 2025, all questions must be submitted through Ion Wave at https://capecoral.ionwave.net and received by stated time.

PROCUREMENT CONTACT:

Name: **Kelsey Reed**
Title: **Procurement Specialist**
Phone: **239-574-0841**
Email: kreed@capecoral.gov

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CITY OF CAPE CORAL
LEGAL NOTICE
INVITATION TO BID

The City of Cape Coral, Florida, is seeking bids for DEL PRADO EXTENSION REFORESTATION PROJECT, in accordance with BPW25108KMR , in the State of Florida. A copy of the Invitation to Bid (ITB) Documents may be obtained online at https://capecoral.ionwave.net. Simply Create a User Login by completing the Supplier Registration.

This Competitive Solicitation closes at 3:00 PM (ET), JUNE 26, 2025 . The time indicated on the Ion Wave System is considered the official time. Once the Closing Date and "Time Left" count down has expired, Ion Wave will no longer permit bids to be submitted. It is the responsibility of the Supplier to ensure all bids are submitted on time, through the Ion Wave System, by the Closing Deadline.

The City reserves the right to reject any or all bids, award in whole or in part and to waive any irregularities or informalities when in the best interest of the citizens of the City of Cape Coral.

The Legal Entity Name of proposer must be provided on the bid submittal and all bid form documents that are being submitted for the proposed goods or services requested in this solicitation. The Legal Entity Name will be used when creating the proposed goods or services contract between the Awarded Firm and the City.

Pursuant to Florida State Statute 119.071 (2) Sealed bids, proposals or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.071(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

All bids are to be submitted through the Ion Wave System at the following link:

https://capecoral.ionwave.net

By Order of the City Manager

Kimberly Bruns, City Clerk

Advertise: JUNE 4, 2025

INTRODUCTION

The City of Cape Coral was incorporated in 1970 and operates under the Council/City Manager form of government. The City Council has eight members consisting of the mayor and seven members all elected at large on a nonpartisan basis. City Council is responsible for all policy-making functions of the government and retains the services of a City Attorney, City Auditor and City Manager. The City Manager is responsible for all administration of the City, which provides a comprehensive range of municipal services including general government, public safety, community services, public works, planning, utilities, and parks and recreation.

Cape Coral is the 8th largest city by population and the 3rd largest by land mass in Florida. Cape Coral currently has a population of more than 200,000 residents and is experiencing high growth. As a pre-platted community, Cape Coral could have more than 360,000 residents at buildout. The city has a sub-tropical lifestyle with thousands of waterfront residential properties on almost 400 miles of canals. About two-thirds of these canals provide boaters with direct access to the Gulf of Mexico.

PART I: SCOPE OF WORK

The City of Cape Coral Public Works Department is requesting bids for Installation,
watering, mulching and establishment of trees within the Del Prado Extension as identified by the City Arborist within areas in Exhibit A.

The required plant supply list is as follows:

Scientific Name	Common Name	Specifications	Quantity
Bursera simaruba	Gumbo Limbo	• 12f t Overall height • 3 inch caliper • Florida Grade No.1 • 45 gallon minimum container size	100
Quercus virginiana	Live Oak	• 12ft overall height • 3 inch caliper • Florida Grade No. 1 • 45 gallon minimum container size	100
Swietenia mahagoni	Mahogany	• 12ft overall height • 3 inch cal. • Minimum 45 gallon Container • Florida Grade No.1	100

Sabal palmetto	Sabal Palm	• 12 ft Clear Trunk • Smooth trunk • Regenerated Roots • Florida Grade No.1	50
Phoenix sylvestris	Sylvester Palm	• 12 ft Clear Trunk • Florida Grade No.1 • Heavy	25

Contractor shall provide trees, palms, and other plant materials in the quantities and dimensions indicated on bid form. Material not meeting the minimum specifications will be rejected.

Plant Material Standards
All plant material shall be Florida Grade No. 1 or better in accordance with the latest edition of the State of Florida Grades and Standards Manual for Nursery Plants. No plant material below Florida Grade No. 1 will be accepted.

Required Proposal Documents
Prices shall be provided as a unit price per tree and shall be provided factoring in the following:

- Cost of tree
- Delivery
- Installation
- Initial Watering
- Mulching in the form of dark brown mulch as specified per city landscape standards.
- Bracing methodology must be using Arbor Brace or approved equal by the City Arborist during pre-construction meeting. .
- Installation of tree trunk protection guard (Provided by the city)
- Installation of Tree Diapers with sod pins (Provided by the city)

Note that excavation will require 811 locates and may include removal and disposal of some existing root or trunk material from older trees.

Provide current specifications for each species requested.

Provide upon request, at least one current photo of each requested plant species with the bid. The photo should represent a typical plant material being offered by the bidder for the indication of plant quality.

If requested, must provide at least one photo with clear indication of plant height, and spread with the use of a measuring stick or tape measure.

Note: Some tree and stump removals may be required as part of this project.

Installation of Trees

All installation must be completed to ANSI A300 Part 6.

Vendor is responsible for calling out locates to 811 and is responsible for all damages as a result of work being conducted.

Hand digging may be required depending on location.

Installation of trunk protection guard shall take place at time of installation.

Planting sites shall be left clean, and all excess soil or other material shall be removed at the end of each workday.

Remove dead turf and weeds and prepare landscape beds.

Contractor will be responsible for re-staking uprooted trees installed for this project and straightening any installed tree if shifting or leaning is identified regardless of the reason for a period of 6 months after acceptance.

An on-site meeting with the project manager Omar Leon is mandatory prior to project start, and that must be scheduled once the project has been awarded.

Work must start within ten (14) days of receiving approval and continued on all work days uninterrupted until completed. Staff so that work can be completed within 30 Days unless extension approved by the Project Manager.

All trees must be inspected by City Arborist or a field inspector representing the Public Works Department prior to installation to assure that tree meets the required specifications and Florida No. 1 Grade.

Tree location and species type per location will be marked out by contractor and verified by the City Arborist.

Watering Schedule:
Contractor shall maintain a watering frequency as to assure survivability of all tree material for the six-month warranty period. Any trees that go into decline or die due to lack of watering will be rejected and replaced at contractor's cost. Any trees that are replaced due to rejection or warranty issues, shall be watered for a minimum of six months after replacement. A watering log shall be kept and emailed daily to the City Arborist.

Warranty
All trees will be inspected upon request of contractor to approve primary acceptance. A six-month warranty period will begin at the point of the primary acceptance. All trees will be inspected once again after the three-month period to assure survivability and acceptance of completion of the above required maintenance. Any trees that have gone into decline or have died for any reason other than an Act-of-God shall be replaced as per contract requirements and watered for an addition six months. At the end of the six-month warranty period and upon final acceptance, existing contract language and responsibilities will take effect and survivability will fall under the responsibility of the maintaining contractor for the designated area.

Proposed Planting Locations

Project is to take place within the Del Prado Extension in North East Cape Coral just adjacent to either side of Del Prado Blvd between Pine Island Rd and Kismet Parkway. Proposed planting locations will be provided during the quoting process, however field meetings with the project manager will be required to finalize planting location. Refer to Exhibit A.

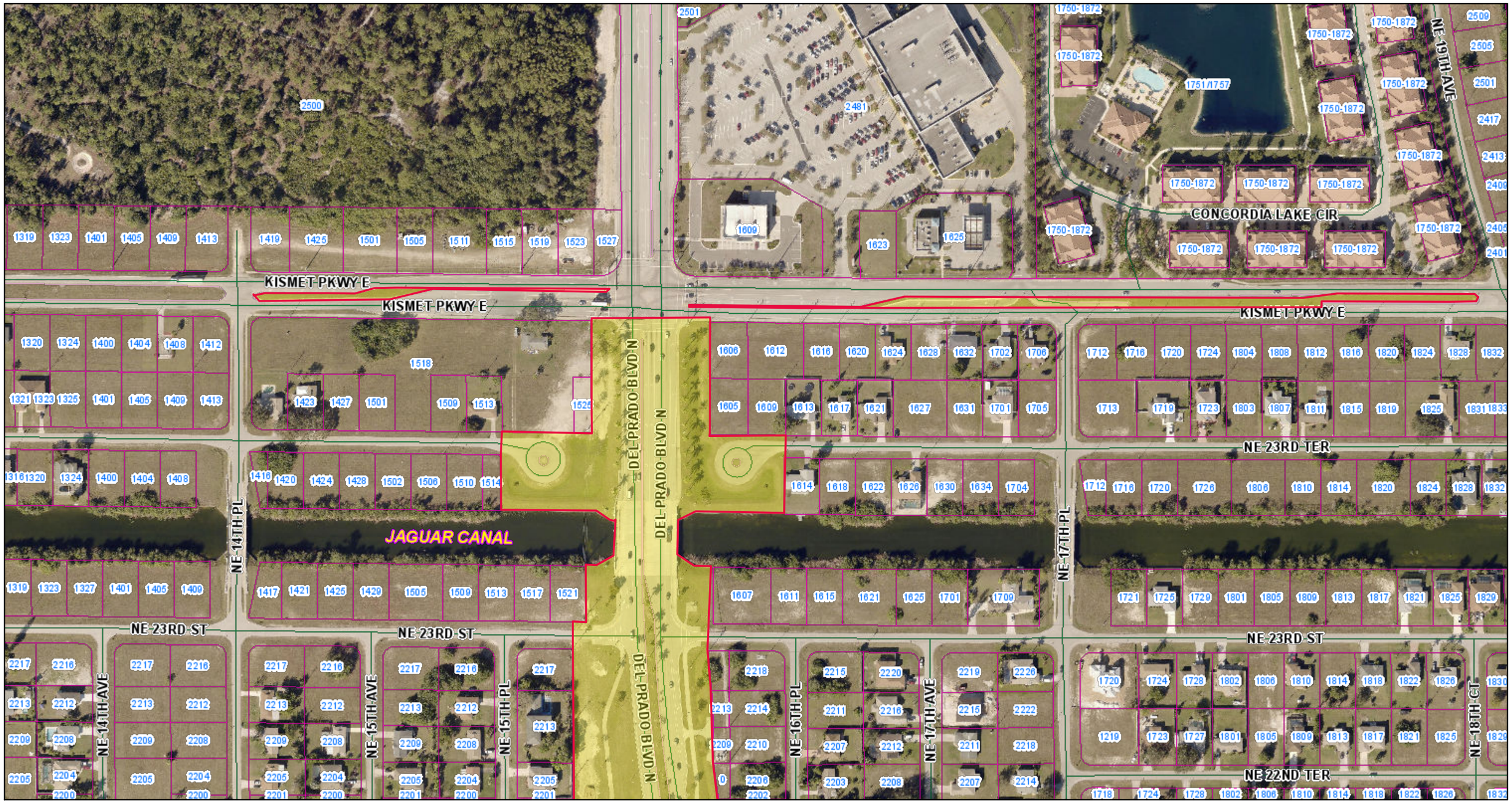
PART II: SUBMISSION OF BIDS

It is imperative that the information submitted is precise, clear, and complete. All submittals are to be submitted through the Ion Wave website by uploading your required attachments under the Response Attachments Tab and completing the Line Items located under the Line Items Tab. Submittals not conforming to this format may be disqualified from further consideration. All information requested must be submitted. Failure to submit all information or submittals which are substantially incomplete or lack key information may be rejected at the CITY's discretion. Bids submitted without meeting ALL the requirements may be considered non-responsive.

(End of Section)

EXHIBIT A - BPW2108KMR

Cape Coral ArcGIS Web Map



5/23/2019, 2:01:17 PM

1:2,866

0 0.03 0.06 0.12 mi

0 0.05 0.1 0.2 km

Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community, City of Cape Coral Information Technology Services, City of Cape Coral

Online User
Copyright: City of Cape Coral

EXHIBIT A - BPW2108KMR

Cape Coral ArcGIS Web Map



5/23/2019, 2:01:49 PM

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Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community, City of Cape Coral Information Technology Services, City of Cape Coral

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EXHIBIT A - BPW2108KMR

Cape Coral ArcGIS Web Map



5/23/2019, 2:02:32 PM

1:4,143

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0 0.05 0.1 0.2 km

Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community, City of Cape Coral Information Technology Services, City of Cape Coral

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EXHIBIT A - BPW2108KMR

Cape Coral ArcGIS Web Map



5/23/2019, 2:06:37 PM

1:4,143

0 0.04 0.09 0.17 mi

0 0.05 0.1 0.2 km

Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community, City of Cape Coral Information Technology Services, City of Cape Coral

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BPW25108KMR
DEL PRADO EXTENSION REFORESTATION PROJECT
ISSUED: JUNE 4, 2025
CLOSED: JUNE 26, 2025

				Tony's Lawn and Landscaping LLC		P & T Lawn and Tractor Service, Inc.		VisualScape Inc.		COCO TREE SERVICE CORP	
				Total Price	$224,766.25	Total Price	$312,000.00	Total Price	$414,700.00	Total Price	$774,125.00
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
1	Bursera simaruba (Gumbo Limbo)	100	EA	**$363.21**	$36,321.00	$595.00	$59,500.00	$775.00	$77,500.00	$1,800.00	$180,000.00
2	Quercus virginiana (Live Oak)	100	EA	**$363.21**	$36,321.00	$825.00	$82,500.00	$936.00	$93,600.00	$1,780.00	$178,000.00
3	Swietenia mahagoni (Mahogany)	100	EA	**$492.89**	$49,289.00	$725.00	$72,500.00	$912.00	$91,200.00	$1,750.00	$175,000.00
4	Sabal palmetto (Sabal Palm)	50	EA	$374.21	$18,710.50	**$225.00**	$11,250.00	$791.00	$39,550.00	$1,550.00	$77,500.00
5	Phoenix sylvestris (Sylvester Palm)	25	EA	**$3,364.99**	$84,124.75	$3,450.00	$86,250.00	$4,514.00	$112,850.00	$6,545.00	$163,625.00

Meeting Type City Council – Regular Meeting
Meeting Date August 27, 2025

Agenda Request Form
City of Cape Coral

Title
Resolution 254-25

Ordinances and Resolutions
A Resolution of the Mayor and City Council of the City of Cape Coral, Florida, approving the Federal Financial Assistance Subrecipient Agreement between the Florida Department of Agriculture and Consumer Services, Division of Administration and the City of Cape Coral, Florida; authorizing and accepting grant funds in the amount of $50,000 from Florida Department of Agriculture and Consumer Services, Division of Administration, to plant a minimum of 300 native, wind resistant trees within Crystal Lake Park; authorizing the City to provide a matching contribution in the amount of $12,500; authorizing the City Manager or their designee to execute the Agreement and any and all documents related to this specific grant award; providing for an effective date.

Department: Public Works
Grant Dollar Value: $50,000; Match: $12,500
Fund: Median Maintenance
Duration: Grant Agreement expires June 1, 2026

Requested Action Approve or Deny

Summary Explanation and Background
On December 19, 2024, the City of Cape Coral applied for the Urban and Community Forestry Grant for Hurricane Ian Recovery efforts with the Florida Department of Agriculture and Consumer Services.

The Florida Department of Agriculture and Consumer Services formally awarded the City with the 2024 Urban and Community Forestry Grant for Hurricane Ian Recovery Efforts on July 14, 2025, with a performance period up to June 1, 2026. The grant provides essential funding to communities which were directly impacted by Hurricane Ian, funding much needed reforestation efforts and creating a more resilient urban tree canopy. The grant award is for $50,000 with a city matching component of $12,500. This grant will fund the planting of over 300 native trees at Crystal Lake Park, which was identified as an impacted area in need of reforestation efforts through the EPA EJ Screen tool used to determine disadvantaged areas within our city. The reforestation efforts at Crystal Lake Park will be part of a phased effort to improve urban tree canopy coverage by establishing a vibrant urban forest throughout our city as it recovers our lost tree canopy from the impacts of Hurricane Ian.

Strategic Plan Alignment

Is this a Strategic Decision? YES
If No, will it harm the intent or success of the Strategic Plan? Choose an item.
If Yes, Priority Goals Supported are listed below:

- ☐ CITY SERVICES AND AMENITIES: DELIVER EXCEPTIONAL CITY SERVICES AND HIGH-QUALITY AMENITIES
- ☐ COMMUNICATION: CULTIVATE AN ENGAGED AND INFORMED COMMUNITY AND WORKFORCE
- ☐ ECONOMY, EDUCATION, AND WORKFORCE: CREATE A COMMUNITY OF PROSPEROUS RESIDENTS, THRIVING NEIGHBORHOODS, AND SUCCESSFUL BUSINESSES
- ☐ FISCAL SUSTAINABILITY: MAINTAIN A FINANCIALLY SOUND GOVERNMENT AND HIGH-PERFORMING ORGANIZATION
- ☒ INFRASTRUCTURE: INVEST IN RESILIENT INFRASTRUCTURE
- ☒ ENVIRONMENTAL SUSTAINABILITY: PRESERVE CAPE CORAL'S NATURAL RESOURCES FOR CURRENT AND FUTURE GENERATIONS

Is this a Consultant recommendation? NO
Is this contained in a Master Plan? NO
If yes to either question, please provide details of the name of Consultant or name of the Master Plan when applicable:

Recommendations

Staff recommends approval of Resolution 254-25.

Source of Additional Information

Matt Williams, Public Works Director, mwilliams@capecoral.gov, 239-574-0457
Omar Leon, City Arborist, oleon@capecoral.gov, 239-242-3216

Fiscal Impact/Funding Sources(s)/Budget Consideration

The fiscal impact includes the receipt of $50,000 in grant funding. There is a required matching of $12,500, which will be paid out of Account No. 001-30010-553106.

A budget amendment is needed to accept the grant funds.

Will this action result in a Budget Amendment? YES

Prepared By Sherry Nicodemus

RESOLUTION 254 – 25

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF CAPE CORAL, FLORIDA, APPROVING THE FEDERAL FINANCIAL ASSISTANCE SUBRECIPIENT AGREEMENT BETWEEN THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, DIVISION OF ADMINISTRATION AND THE CITY OF CAPE CORAL, FLORIDA; AUTHORIZING AND ACCEPTING GRANT FUNDS IN THE AMOUNT OF $50,000 FROM FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, DIVISION OF ADMINISTRATION, TO PLANT A MINIMUM OF 300 NATIVE, WIND RESISTANT TREES WITHIN CRYSTAL LAKE PARK; AUTHORIZING THE CITY TO PROVIDE A MATCHING CONTRIBUTION IN THE AMOUNT OF $12,500; AUTHORIZING THE CITY MANAGER OR THEIR DESIGNEE TO EXECUTE THE AGREEMENT AND ANY AND ALL DOCUMENTS RELATED TO THIS SPECIFIC GRANT AWARD; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida Department of Agriculture and Consumer Services, Division of Administration has awarded the City of Cape Coral, Florida, ("City") grant funding in the amount of $50,000; and

WHEREAS, the City shall utilize such grants funds to plant a minimum of 300 trees at Crystal Lake Park; and

WHEREAS, the Subrecipient Agreement shall commence upon execution of the document and shall terminate no later than August 31, 2026; and

WHEREAS, the Subrecipient Agreement requires the City to provide a matching contribution in the amount of $12,500; and

WHEREAS, the City Manager recommends that the Mayor and City Council approve the Federal Financial Assistance Subrecipient Agreement between the Florida Department of Agriculture and Consumer Services, Division of Administration and the City of Cape Coral, Florida, and authorize the receipt of grant funds in the amount of $50,000 in order to plant 300 native, wind resistant trees at Crystal Lake Park.

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

Section 1. The Mayor and City Council hereby approve the Federal Financial Assistance Subrecipient Agreement between the Florida Department of Agriculture and Consumer Services, Division of Administration and the City of Cape Coral, Florida, and authorize the receipt of grant funds in the amount of $50,000 in order to plant 300 native, wind resistant trees, at Crystal Lake Park. A copy of the Subrecipient Agreement is attached hereto as Exhibit 1.

Section 2. The Mayor and City Council authorize the City to provide a matching contribution in the amount of $12,500.

Section 3. The Mayor and City Council hereby authorize the City Manager or their designee to execute the Subrecipient Agreement and any and all documents specific to this grant award.

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

ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CAPE CORAL, FLORIDA, AT THEIR REGULAR SESSION THIS _____ DAY OF _____, 2025.

_____

JOHN GUNTER, MAYOR

VOTE OF MAYOR AND COUNCILMEMBERS:

GUNTER	_____	LASTRA	_____
STEINKE	_____	KILRAINE	_____
LEHMANN	_____	LONG	_____
DONNELL	_____	KADUK	_____

ATTESTED TO AND FILED IN MY OFFICE THIS _____ DAY OF _____, 2025.

_____
KIMBERLY BRUNS
CITY CLERK

APPROVED AS TO FORM:

_____
ALEKSANDR BOKSNER
CITY ATTORNEY

_____
res\Grant- FL Dept. Financial Services Trees

Docusign Envelope ID: 623C526F-DD47-4E7A-9669-2D59FBF326A7

EXHIBIT 1

FDACS# 32723

WILTON SIMPSON
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Division of Administration

FEDERAL FINANCIAL ASSISTANCE SUBRECIPIENT AGREEMENT

This Federal Financial Assistance Subrecipient Agreement (Agreement) made and entered into on _____, by and between the FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, the Recipient, and the City of Cape Coral, the Subrecipient. The Subrecipient's Application package for federal financial assistance, dated December 19, 2024, (Application) is incorporated by reference. The Subrecipient shall perform the Scope of Work contained in the Subrecipient's Application.

The Department of Management Services' designated United Nations Standard Products and Services Code (UNSPSC) is 70151500.

A. SUBAWARD AMOUNT

1. The total award amount for satisfactorily completing the Scope of Work is $50,000.00. In no event shall the Recipient be liable for payment of any amount, which exceeds the total award amount.
   a. The Subrecipient may expend funds only for allowable costs resulting from obligations incurred during the agreement period.
   b. The balance of unobligated funds which have been advanced or paid must be refunded to the Recipient.
   c. Funds paid in excess of the amount to which the Subrecipient is entitled under the terms and conditions of the agreement must be refunded to the Recipient.

B. TERM

1. The agreement period of this Subrecipient agreement shall commence upon execution and, unless sooner terminated or canceled, shall end on the 31st day of August, 2026 (Term).

2. No-cost extensions require the prior written approval of the Recipient and must be submitted not less than sixty (60) days prior to the end of the Term. Extension requests, which exceed the federal agency award period, will not be granted.

C. UNIVERSAL IDENTIFIER AND SYSTEM OF AWARD MANAGEMENT

1. The Subrecipient shall comply with 2 CFR, Part 25, "Financial Assistance Use of Universal Identifier and System of Award Management" (SAM). The Subrecipient must register and maintain a registration in SAM until submittal of the final financial report. A unique entity identifier is a 12-character alphanumeric ID assigned to an entity by SAM.gov.

2. Compliance with 2 CFR, Part 25 is not required for individuals.

D. FINANCIAL AND PROGRAM MANAGEMENT

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1. Statutory and National Policy Requirements

    a. All expenditures of federal financial assistance under the Agreement shall be in compliance with all applicable laws, rules, and regulations applicable to expenditures of federal funds.

    b. The Subrecipient shall implement applicable National Policy Requirements.

2. Deliverables

    a. The Subrecipient must provide quantifiable, measurable, and verifiable units of Deliverables which must be received and accepted in writing by the Recipient before payment. Deliverables must be directly related to the Scope of Work; specify minimum levels of service to be performed; and contain criteria for evaluating the successful completion of each Deliverable. The Deliverables are set forth in the Scope of Work contained in the Subrecipient Application.

    b. The Subrecipient shall perform all deliverables within the time frame established in this Agreement. Unless otherwise set forth in the Scope of Work, failure to meet the Deliverables of this Agreement shall result in a financial consequence up to 100% of the final payment request unless the failure to perform the deliverable is corrected or prohibited by the federal agency awarding the grant.

3. Financial Management

    a. The Subrecipient shall maintain an accounting system and a set of accounting records, which allow for the identification of revenues and expenditures related to this Agreement.

    b. The Subrecipient shall comply with 2 CFR, Part 200, as currently in effect and as may be amended from time to time and adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary source documentation for all costs incurred.

4. Reimbursement Requests

    a. The allowability of costs shall be in accordance with the federal financial assistance cost principles applicable to the Subrecipient and terms of this Agreement.

    b. The Subrecipient shall submit the payment request packet to the Recipient’s Grant Manager not more often than monthly, but not less often than quarterly. To be eligible for reimbursement, costs shall be allowable, necessary, and reasonable, and must be submitted by budget category consistent with the budget plan submitted with the Subrecipient’s Application.

    c. All reimbursement requests must be submitted using the Recipient’s standard payment request packet and provide supporting documentation for each cost. An authorized Subrecipient representative shall sign the certifications on the payment request packet submitted.

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d. The payment request packet is downloadable from https://forms.fdacs.gov/02019.pdf.

e. A Subrecipient whose federal financial assistance grant provides an online reimbursement system for reporting reimbursement details shall use the online reimbursement system instead of the payment request packet.

f. Travel Expenses. Justified and reasonable travel expenses which are directly and exclusively related to the services rendered under this Agreement will be reimbursed in accordance with Section 112.061, F.S. Authorization for travel expenses must be specified in this Agreement.

g. $50,000.00 for one year based on invoices submitted for expenses incurred during the quarterly periods ending March 31, June 30, September 30 and December 31 of each year. Each quarter, The SUBRECIPIENT shall submit detailed quarterly reports using the format and content shown on the RECIPIENT'S performance progress report. Invoices must be received within 30 calendar days of the conclusion of each quarter. Bills will be in the form of an invoice by major categories and will include local funding information detailing staff salaries, benefits, indirect costs (at 10% of Total Direct Costs) and other approved expenses, if accrued.

h. Travel and per diem costs are not allowable under this contract.

5. Payment of Reimbursement Requests

a. Payment for allowable, necessary, and reasonable costs shall be made within thirty (30) days after acceptance by the Recipient. Payment request packets returned to the Subrecipient due to omissions or preparation errors will result in a payment delay.

b. Payment requests for a percentage of work completed on each task deliverable are allowed.

c. Payment is contingent upon the availability of funding from the federal agency and the Subrecipient's compliance with the terms and conditions of this Agreement.

d. The final payment under this Agreement shall be made upon completion of the Scope of Work including all Deliverables and the receipt and approval of all reports required hereunder.

(1) Reimbursement Request Form with required backup documentation.
(2) Final Report - brief paragraph on letterhead summarizing what was accomplished with the grant funding.
(3) Copy of a news release that will be submitted to a local publication crediting the U.S. Forest Service for providing funding.
(4) Copy of Congressional thank you letter - Thank you letter addressed to your federal congressional representatives for the grant funding. Include a brief description of what you were able to accomplish with the funding.
(5) Certification of Acceptance executed by a Florida Forest Service official.

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e. Disallowance or adjustments due to audit findings may require the Subrecipient to return funds to the Recipient. The Subrecipient is solely responsible for reimbursing the Recipient for amounts incorrectly paid to the Subrecipient.

6. Program Income

a. “Program income includes but is not limited to income from fees for services performed, the use or rental of real or personal property acquired under federal awards, the sale of commodities or items fabricated under a federal award, license fees and royalties on patents and copyrights, and principal and interest on loans made with federal award funds”. 2 CFR 200.80

b. The Subrecipient must report to the Recipient any program income received or anticipated from the activities performed under this Agreement.

7. Revision of Budget Plan

a. The Budget Plan contained in the Subrecipient Application lists costs and budget categories to fund the Subrecipient’s performance of the Scope of Work, including the completion of Deliverables.

b. The Subrecipient is required to report any transfers from one approved budget category to another approved budget category. If the cumulative budget transfers meet or exceed ten percent (10%), prior approval, evidenced by contract amendment, is required.

c. Prior approval, evidenced by contract amendment, is required for:

(1) Any transfers from an approved budget category to an unapproved budget category. An unapproved budget category is defined as having no funds allocated in the original Budget Plan.

(2) Any equipment purchases not noted in the original Budget Plan and/or Scope of Work.

(3) Any subawarding or contracting out of any work not noted in the original Budget Plan and/or Scope of Work.

8. Revision of Scope of Work

a. The Subrecipient shall report any changes to the Scope of Work including but not limited to changes in the objectives, changes in key personnel, reduction of work effort by key personnel, and delays in completion of the work.

9. Acknowledgements

a. The Subrecipient shall have an acknowledgement of the U.S.D.A. Forest Service support placed on any publication written or published or audiovisual produced with grant support and, if feasible, on any publication reporting the results of, or describing, a grant-supported activity, or audiovisuals produced with grant support. This requirement does not apply to audiovisuals produced as research

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instruments or for documenting experimentations or findings and not intended for presentation or distribution to the public.

Minimum verbiage requirement is as follows: "This publication made possible through a grant from the USDA Forest Service in cooperation with the Florida Forest Service."

b. Publication means a published book, periodical, pamphlet, brochure, flier, or similar item.

c. Audiovisual means a product containing visual imagery or sound or both.

d. The Subrecipient acknowledgement must contain a disclaimer which states: “Any opinions, findings, conclusions, or recommendations expressed in this publication or audiovisual are those of the author(s) and do not necessarily reflect the view of the U.S.D.A. Forest Service.”

e. Language shall read:

The work upon which this (insert publication or audiovisual or both) is based was funded, in whole or in part through a subrecipient grant awarded by the U.S.D.A. Forest Service through the Florida Department of Agriculture and Consumer Services. The contents do not necessarily reflect the views or policies of the U.S.D.A. Forest Service nor does mention of trade names, commercial productions, services, or organizations imply endorsement by the U.S. Government.

E. PROPERTY STANDARDS

1. Equipment and Real Property

a. Equipment must be used in the project for which the federal funds are derived.

b. The federal agency has a vested interest in equipment and/or real property which, when purchased, exceeds $5,000 in value. If a title is issued for the equipment and/or real property, the federal agency must be listed on the title.

c. The Subrecipient must maintain property records, which include, but are not limited to, the description, serial number or other identification number, acquisition date, cost, location, percentage of federal participation in the cost of the property, use and condition of the property. When the property is disposed of, the property records must be updated with the date of disposal and sale price of the property.

d. A physical inventory is required at least once every two years.

e. If the equipment and/or real property are to be sold or used as a trade-in, approval of the Recipient is required.

f. At the end of the award period, the Subrecipient is required to request from the Recipient disposal instructions and is required to notify the Recipient of the fair market value of the equipment and/or real property.

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2. Insurance Coverage

   a. The Subrecipient will carry sufficient insurance coverage to protect all assets required under the Agreement from loss due to theft, fraud, and/or undue physical damage. The Subrecipient shall carry insurance on its own assets in commercially reasonable amounts and all statutorily required insurance, including without limitation Workers' Compensation insurance.

3. Intellectual Property

   a. Anything by whatsoever designation it may be known, that is produced by, or developed in connection with this Agreement shall become the exclusive property of the Recipient and may be copyrighted, patented, or otherwise restricted as provided by Florida or federal law. Neither the Subrecipient nor any individual employed under this Agreement shall have any proprietary interest in such property.

   b. With respect to each Deliverable that constitutes a work of authorship within the subject matter and scope of U.S. Copyright Law, 17 U.S.C. Sections 102-105, such work shall be a "work for hire" as defined in 17 U.S.C. Section 101 and all copyrights subsisting in such work for hire shall be owned exclusively by the Recipient.

   c. In the event it is determined as a matter of law that any such work is not a "work for hire," the Subrecipient shall immediately assign to the Recipient all copyrights subsisting therein for the consideration set forth in the Agreement and with no additional compensation.

   d. The foregoing shall not apply to any preexisting software, or other work of authorship used by the Subrecipient to create a Deliverable but which exists as work independent of the Deliverable, unless the preexisting software or work was developed by the Subrecipient pursuant to a previous Agreement with the Recipient or by a purchase by the Recipient under a state term contract.

F. MATCHING OR COST SHARE (IF APPLICABLE)

1. The matching or cost share portion must be tracked using a unique identifier in the Subrecipient accounting system.

2. If the matching or cost share portion is not met, the Recipient may disallow costs paid with federal funds in proportion to the reduction in the matching or cost share amount.

3. The matching or cost share portion must be incurred in direct proportion to the amount of federal funds used.

4. The matching or cost share portion must be reported based upon the Budget Plan submitted with the Application.

5. Records for in-kind contributions, which are based upon volunteer hours, must have timesheets or a sign-in/sign-out logs and must explicitly state the method for valuation of the hours. The value must be reasonable.

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6. Records for in-kind contributions, which are based upon goods or services provided, must have an invoice, if available, or must explicitly state the method for the valuation. The value must be reasonable.

7. In-kind contributions must be provided by a third party during the period for which they are being claimed.

8. The matching or cost share portion must not be counted towards other cost sharing requirements. Neither costs nor values of third-party in-kind contributions may count if they have been used towards other cost sharing requirements.

G. GENERAL PROCUREMENT STANDARDS

1. The Subrecipient will follow the same policies and procedures it uses for procurements from other funding sources.

2. The Subrecipient must have documented procurement procedures.

3. The Subrecipient must have written policies on standards of conduct covering conflicts of interest. No employee, officer, or agency may participate in the selection, award or administration of a contract supported by federal funds if he or she has a real or apparent conflict of interest.

H. PERFORMANCE MONITORING AND REPORTING

1. The Subrecipient shall submit detailed quarterly reports using the format and content shown on the Recipient's performance progress report. The performance progress report is downloadable from https://forms.fdacs.gov/02018.pdf.

2. In the event the Agreement is terminated, the Subrecipient shall furnish a report detailing progress made under this Agreement through the date of termination within twenty (20) days of termination.

3. The Subrecipient shall cooperate in all on-site reviews from the Recipient, its authorized representatives, or federal government personnel.

4. The review personnel will be given full and complete access during normal business hours to all information related to the performance of this Agreement to ensure compliance with project activities and statutes, regulations, and rules.

5. The Recipient will give 48 hours' notice of any on site review.

6. The Subrecipient shall make available all personnel involved in the performance of work on this Agreement.

7. Failure to correct substandard performance within thirty (30) days after written notice from the Recipient shall result in suspension and/or termination of the Agreement.

I. RECORD RETENTION AND ACCESS

1. Retention Requirements for Records

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a. Upon reasonable notice, the Recipient shall have access to the Subrecipient's records during normal business hours.

b. The Subrecipient shall maintain all records pertinent to the activities to be funded under this Agreement for a period of five (5) years after final payment is received and for such additional period as may be required until all claims, litigation and appeals pertaining or related to the Agreement have been completely resolved.

2. Access to Public Records

a. The Subrecipient shall comply with all applicable requirements of Chapter 119, F.S.

b. To the extent that Subrecipient meets the definition of "Contractor" under Section 119.0701, F.S., all documents, including papers, letters, or any other record or materials prepared pursuant to this Agreement are subject to Florida's Public Records Law. Subrecipient must:

(1) Keep and maintain public records required by the Recipient to perform the service.

(2) Upon request from the Recipient's custodian of public records, provide the Recipient with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at no cost to the Recipient.

(3) 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 period and following completion or termination of the contract if the Subrecipient does not transfer the records to the Recipient.

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

c. The Recipient shall have the right of unilateral cancellation for refusal by the Subrecipient to allow public access to all documents, papers, letters, or other material made or received by the Recipient in conjunction with the contract, unless the records are exempt from s. 24(a) of Article I of the State Constitution and Section 119.07(1), F.S.

d. Nothing in this article shall be considered a waiver of the provisions of Section 119.0701, F.S.

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IF THE SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

OFFICE OF GENERAL COUNSEL
407 SOUTH CALHOUN STREET, SUITE 520
TALLAHASSEE, FL 32399
PHONE: (850) 245-1000
EMAIL: PRCUSTODIAN@FDACS.GOV

J. REMEDIES FOR NONCOMPLIANCE

1. Prior to the exercise of any remedy provided for herein, the Recipient shall provide thirty (30) calendar days written notice of default and shall provide the Subrecipient the opportunity to cure such failure or default within said thirty (30) day period. Upon the failure or inability to cure, the Recipient shall have all rights and remedies provided at law or in equity, including without limitation the following:

   a. Temporarily withhold cash payments pending correction of the deficiency by the Subrecipient.

   b. Disallow all or part of the cost of the services not in compliance.

   c. Wholly or partly suspend or terminate this Agreement.

2. Termination

   a. This Agreement may be terminated for convenience by either party upon giving not less than thirty (30) days advance written notice to the other party. The Subrecipient shall be paid for all work satisfactorily performed prior to the date of termination provided the Subrecipient has otherwise complied with the terms of this Agreement, including the submission of all reports.

   b. The Recipient may suspend or terminate this Agreement if the Subrecipient:

      (1) Fails to comply with any applicable rules, regulations or provisions referred to herein, or any other applicable state or federal statutes, rules, regulations, executive orders, federal guidelines, policies or directives;

      (2) Fails to timely fulfill its obligations under the Agreement;

      (3) Improperly or illegally uses funds provided under this Agreement; or

      (4) Submits reports that are incorrect in any material respect.

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K. CLOSE OUT

1. Notwithstanding the termination of this Agreement, the Subrecipient's obligations to the Recipient shall survive until all close out requirements are completed. Close out activities shall include but are not limited to completing and submitting final reports, properly disposing of property, accounting for unspent cash advances and program income and transferring custodianship of records to Recipient or its designee.

2. Post-close Out Adjustments

a. Any funds paid in excess of the amount to which the Subrecipient is entitled under the Agreement must be refunded to the Recipient within thirty (30) days after demand therefore by Recipient.

L. AUDIT REQUIREMENTS

1. Audit Provisions

a. If the Subrecipient is a state or local government or a nonprofit organization, the audit provisions as defined in 2 CFR, Part 200 Subpart F are applicable.

b. If the Subrecipient is a commercial organization (for-profit), the organization will provide the Recipient with its annual audited financial statement or the annual tax return provided to the Internal Revenue Service.

c. Audit provisions are not required for a Subrecipient who is an individual.

d. In the event that the Subrecipient expends $1,000,000 or more in federal awards in its fiscal year, the Subrecipient must have a single or program-specific audit conducted in accordance with the 2 CFR, Part 200 Subpart F.

e. If the Subrecipient expends less than $1,000,000 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR, Part 200 Subpart F is not required. Records must be available for audit or review if necessary.

f. If the Subrecipient expends less than $1,000,000 in federal awards in its fiscal year and elects to have an audit conducted, the cost of the audit must be paid from non-federal resources.

2. Basis for Determining Federal Awards Expended

a. In determining the federal awards expended in its fiscal year, the Subrecipient shall consider all sources of federal awards, including federal resources received from the Recipient.

b. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 CFR, Part 200 Subpart F.

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3. Relation to Other Audit Requirements

   a. If the Subrecipient has an audit conducted in relationship to any other federal regulation or statute, the Recipient may determine upon review if the audit reports meet the needs of the Recipient. If so, an additional audit will not be required.

   b. An audit of the Subrecipient conducted by the Auditor General in accordance with provisions of 2 CFR, Part 200 Subpart F will meet these requirements.

   c. These provisions do not limit the authority of the federal agency, Inspector General, General Accounting Office (GAO), or Recipient to conduct or arrange for the conduct of audits or evaluations of federal financial assistance awards.

4. Frequency of Audits

   a. Audits shall be performed annually to meet this requirement.

5. Sanctions

   a. If the Subrecipient is unwilling or has a continued inability to have an audit conducted, the provisions for noncompliance will be enforced.

6. Subrecipient Responsibilities

   a. The Subrecipient shall arrange for the audit to be conducted in a timely manner and submitted as required in 2 CFR 200.512.

   b. The Subrecipient shall prepare the financial statements in accordance with 2 CFR 200.510.

   c. The Subrecipient shall promptly follow up and take corrective action on audit findings.

   d. The Subrecipient will provide the auditor with access to records, personnel, documentation, and other information as needed by the auditor.

7. Audit Findings Follow-up

   a. At the completion of the audit, the Subrecipient must prepare, in a document separate from the auditor’s findings a corrective action plan to address each audit finding included in the current year auditor’s reports.

   b. The corrective action plan must provide the name(s) of the contact person(s) responsible for corrective action, the corrective action planned and the anticipated completion date.

   c. If the Subrecipient does not agree with the audit findings or believes corrective action is not required, then the corrective action plan must include an explanation and specific reasons.

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d. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within thirty (30) days after receipt by the Subrecipient.

e. Failure of the Subrecipient to comply with the above requirement will constitute a violation of this Agreement and may result in the withholding of future payments.

8. Report Submission

a. The audit must be completed and the data collection form and reporting package must be submitted within the earlier of thirty (30) calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. If the due date falls on a Saturday, Sunday, or Federal holiday, the reporting package is due the next business day.

b. The Subrecipient must submit required data elements described in Appendix X to 2 CFR, Part 200 – Data Collection Form (SF-SAC), which states whether the audit was completed in accordance with this part and provide information about the Subrecipient, its federal programs and the results of the audit.

c. A senior representative of the Subrecipient must sign a statement to be included as part of the data collection that the Subrecipient has complied with the audit requirements, the data was prepared in accordance with 2 CFR 200.512, the reporting package does not include protected personally identifiable information, the information is accurate and complete, and the reporting package and form will be publicly available on the web.

d. The Subrecipient shall also submit to the Recipient's Grant Manager one copy of the audit report, reporting package, any management letter issued by the auditor, and the data collection form described in Appendix X to 2 CFR, Part 200.

e. The Subrecipient is required to use the internet submission form on the Federal Audit Clearinghouse (FAC) website. The FAC website is located at https://www.fac.gov/.

f. The Subrecipient shall ensure that audit working papers are made available to the Recipient's Chief Financial Officer or Auditor General, or its designee, upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Recipient.

M. GENERAL CONDITIONS

1. Nothing contained in this Agreement is intended to, or will be construed in any manner, as creating or establishing the relationship of principal and agent or employer and employee between the parties. The Subrecipient will at all times remain an independent contractor with respect to the services to be performed under this Agreement.

2. Indemnification. The Subrecipient shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the Recipient, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by the Subrecipient, its agent, employees,

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partners, or subcontractors, provided, however that the Subrecipient shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the Recipient. Nothing herein contained shall be construed or operate as a waiver of sovereign immunity to the extent sovereign immunity, as set forth in Section 786.28, F.S., may otherwise apply.

3. Liability. The Recipient shall not assume any liability for the acts, omissions to act or negligence of the Subrecipient, its agents, servants, and employees, nor shall the Subrecipient disclaim its own negligence to the Recipient or any third party.

4. The Subrecipient shall not discriminate on the basis of race, sex, religion, color, national origin, age, or disability and shall comply with all applicable state and federal laws and regulations related thereto, including without limitation, the Americans with Disabilities Act (42 USC 12101 et. Seq.); Section 504 of the Rehabilitation Act of 1973 (29 USC 795); and the Age Discrimination Act of 1975 (42 USC 6101-6107).

5. The Subrecipient acknowledges and agrees that the employment of unauthorized aliens by any person or entity is considered a violation of 8 U.S.C. § 1324a. If the Subrecipient knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Subrecipient avers that it is registered in the E-Verify system and further agrees to comply with the provisions of Section 448.095(2), F.S., during the term of the contract, including receiving and maintaining required affidavits from subcontractors.

6. This Agreement is contingent upon the availability of funding from the federal agency. This Agreement may be terminated by Recipient if funding from the federal agency is reduced or terminated.

7. The Subrecipient represents and warrants that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency; and, that the Subrecipient shall not knowingly enter into any lower tier contract, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction. Any lower tier contract provider who receives funds as a result of this Agreement shall be verified by Subrecipient through the General Services Administration (GSA) Federal Excluded Parties List: https://sam.gov/SAM/.

8. The Subrecipient shall comply with the Federal Acquisition Regulation 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment, as currently in effect and as may be amended from time to time. Failure to comply or if the Subrecipient knowingly provides funds to any entity prohibited from receiving a contract or award pursuant to the Federal Acquisition Regulation 52.204-25 shall be cause for unilateral cancellation of this Agreement.

9. The Subrecipient acknowledges it has completed the certification regarding lobbying.

10. If prior written authorization for subcontracting is granted by the Recipient, any work or services subcontracted by the Subrecipient shall be specifically by written contract or Agreement, and such subcontracts shall be subject to each provision of this Agreement and applicable Federal, State or County guidelines and regulations as currently in effect and as may be amended from time to time. Prior to execution by the Subrecipient of any

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subcontract hereunder, the Subrecipient must submit such subcontracts to the Recipient for its review and approval.

11. The Subrecipient will comply with section 20.055, F.S.

12. This Agreement may not be modified except by a written instrument executed by a duly authorized representative of each party hereto.

13. In the event that two or more documents combine to form this Agreement, and in the event that there is any contradictory or conflicting clause or requirement in these documents, the provisions of the document(s) prepared by the Recipient shall be controlling.

14. This Agreement shall be controlled by Florida law, without regard to any conflict of law provisions thereof with venue in Leon County, Florida.

15. Severability. In the event that any clause or requirement of this Agreement is contradictory to, or conflicts with the requirements of Florida or federal law, including, but not limited to requirements regarding contracts with Florida's governmental agencies, the offending clause or requirement shall be without force and effect and the requirements of the applicable Florida or federal law shall substitute for that clause or requirement and be binding on all parties hereto.

16. Paragraph Headings. Paragraph headings contained in this Agreement are for convenience or reference only. They shall not be deemed to modify, limit, define or describe in any respect the provisions of this Agreement.

17. Compliance. The Subrecipient shall, at its sole cost and expense, comply with all requirements of all Municipal, County, State and Federal rules and regulations, statutes and/or ordinances now in effect and as may be amended from time to time pertaining to the duties and obligations arising from this Agreement.

18. Survival. The termination of this Agreement (whether by expiry, completion, the exercise of a termination right hereunder, or otherwise) will not relieve either party of any obligation, nor impair the exercise of rights, accrued hereunder prior to such termination. Without limiting the foregoing, the terms of Article D (entitled “FINANCIAL AND PROGRAM MANAGEMENT”), Article I (entitled “RECORD RETENTION AND ACCESS”), Article K (entitled “CLOSE OUT”), and Article L (entitled “AUDIT REQUIREMENTS”) hereof will survive the termination of this Agreement.

19. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

20. The delay or failure by the Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of the Department’s right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

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21. Administration of Agreement.

    The Grant Manager for the Recipient is Todd Little and is located at 3125 Conner Boulevard, Tallahassee, Florida 32399.

    The Grant Manager for the Subrecipient is Omar Leon and is located at 1015 Cultural Park Blvd., Cape Coral, Florida 33990.

    Substitution of a Grant Manager by any party after execution of this Agreement shall not require a formal amendment of this Agreement; however, the other Grant Manager shall be informed in writing within seven (7) business days of the substitution.

22. Notices. Any notice required or permitted under this Agreement shall be in writing and shall be sent via email to the contract manager and sent by a nationally recognized courier service which provides written proof of delivery (e.g., UPS, Federal Express) or mailed by registered or certified mail, postage prepaid, return receipt requested, addressed, in either event, to the contract manager set forth above.

23. Entire Agreement. The instrument, including any attachments or exhibits, embodies the Entire Agreement of the parties for the use of the funds received under this Agreement. This Agreement supersedes all previous oral or written communications, representations, or Agreements on this subject.

N. STATE FUNDS; REPORTING

1. Inspection and Reporting Requirements. Upon request, the Subrecipient shall comply with Section 216.1366(3), F.S., inspection requirements. Any records, papers, and documents requested by the Department must be provided for inspection within ten (10) business days after the request is made. If the Subrecipient is a non-profit organization as defined in Section 215.97(2), F.S., then the Subrecipient must provide documentation that indicates the amount of state funds (1) allocated to be used during the full term of the contract for remuneration of any member of the board of directors or an officer of the Subrecipient, and (2) allocated under each payment by the Recipient to be used for remuneration of any member of the board of directors or an officer of the Subrecipient. The documentation must indicate the amounts and receipts of remuneration.

2. The Subrecipient is not classified as a non-profit organization as defined in Section 215.97(2)(m), F.S.; therefore the Subrecipient is not required to complete and return the Total Compensation Paid to Non-Profit Personnel Using State Funds form (FDACS-01324) located at https://forms.fdacs.gov/01324.pdf in accordance with Section 216.1366, F.S., no later than ten (10) business days from execution of this Agreement and with each invoice or reimbursement submission in accordance with Section D. If the non-profit Subrecipient maintains a website, the Subrecipient must post the information required by Section 216.1366(3), F.S., on its website.

3. Failure to comply with any of the requirements of Section 216.1336, F.S., may result in termination of the Agreement as prescribed in Section J.

NOTE: Articles O and P do not apply to Individuals or Private Citizens.

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O. EXECUTIVE COMPENSATION

1. The Subrecipient shall complete and return the Executive Compensation Attestation for Agreements Involving State Funds form (FDACS-01317) located at https://forms.fdacs.gov/01317.pdf no later than ten (10) business days from execution of this Agreement. Executive Compensation Attestation is required pursuant to Executive Order 20-44. Governmental entities as defined in Section 287.012(14), F.S., are excluded from the executive compensation reporting.

2. In the event that the Subrecipient receives fifty (50) percent or more of its budget from funding provided by the State of Florida, or a combination of funding from the State of Florida and the United States Government, or this Agreement results from the Subrecipient being named in statute as the required Subrecipient of a sole-source, public-private Agreement, then the Subrecipient shall provide an annual report to the Recipient due on or before June 30th. An annual report shall be required for each year that this Agreement remains in existence. The report shall detail the total compensation of the Subrecipient's executive leadership team, to include salary, bonuses, cash-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real property gifts, and any other payout. The annual report must also indicate what percent of compensation comes directly from State or Federal allocations, and the report shall contain the Subrecipient's IRS Form 990.

3. The Subrecipient understands and agrees that it must provide Recipient of written notice detail any change in executive compensation in the intervening period between annual reports.

4. The Subrecipient understands and agrees that failure to comply with any provision of this section constitutes a material breach for which Recipient may seek termination of this Agreement pursuant to Article 7 of this Agreement.

5. The final annual report shall be delivered to the Recipient as part of the close out process detailed in Article 8.

P. AFFIDAVIT FOR NONGOVERNMENTAL ENTITY

Pursuant to Section 787.06(13), F.S., when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, as defined in Section 287.138(1), F.S., an officer or representative of the nongovernmental entity must attest under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06, F.S. The Non-Coercion for Labor or Services Affidavit (FDACS-01364) located at https://forms.fdacs.gov/01364.pdf or a substantially similar affidavit must be completed and returned to the Recipient no later than ten (10) business days from the contract being executed, renewed, or extended. Email the completed affidavit to the Recipient's Grant Manager and reference the contract number in the subject line.

Federal resources awarded to the Subrecipient pursuant to this agreement are from U.S.D.A. Forest Service, federal financial assistance funding opportunity under FAIN #23-DG-11083112-009, and Assistance Listing Number (ALN) (formerly known as Catalog of Federal Domestic Assistance Number) 10.664, Cooperative Forestry Assistance.

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IN WITNESS THEREOF, and in consideration of the mutual covenants set forth above and, in the attachments and exhibits hereto, the parties have caused to be executed this Agreement by the undersigned officials duly authorized:

FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES	SUBRECIPIENT
Joey B. Hicks	
Signature	Signature
Director of Administration	
Title	Title
7/14/2025	
Date	Date

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Florida Department of Agriculture and Consumer Services
Division of Administration

SCOPE OF WORK

2 CFR 200

1. Federal Financial Assistance Funding Opportunity Number: 23-DG-11083112-009	**2. Subrecipient FEIN:** 59-1312996
3. Subrecipient Legal Name: City of Cape Coral	
Please note section XII Public Records in the Notice of Federal Financial Assistance Funding Opportunity before including any proprietary or confidential information.	

Performance Measures

Deliverable #	Tasks	Task Description	Indicator	Costs per Unit	Outcome Measures
1	Plant 300 native, wind resistant trees (to grant specs)	Contract to have tree-holes dug in advance. Day of event, coordinate staff, volunteers, and NGO partners to plant 300 trees	300 healthy trees planted	166.66	300 native trees planted and watered-in, growing healthy and adding canopy.
2	Educational event	We utilize the tree planting to coordinate a volunteer event with educational components.	Participants, volunteers, and media learn about wind resistant native trees and the benefits of a healthy tree canopy.	0	We will speak with participants about their trees and survey whether they will select native trees based on wind resistance for future landscaping.
3	Media coverage & promotion	We will promote the event as a hands-on educational opportunity	Analytics for opened messages and follow-up inquiries.	0	An engaged public will ask follow-up questions and inquire about resources. We will have nursery information on-hand, as well as flyers for all the native trees we select for the reforestation.

Describe in detail the activity or work to be conducted.

The City of Cape Coral plans to host an educational volunteer event in which NGO partners and city staff teach participants about the benefits of a healthy tree canopy and using wind resistant native trees for landscaping. Our grant writer is an educator with experience teaching how vegetation impacts wildlife, while our city arborist is a knowledge resource for all things vegetative (including wind resistant native trees), and our NGO partners can leverage their constituents to attend in-person events. Participants will be edu-tained (educational/entertained) on how to select native trees, how to successfully plant (so the trees survive), and where to find additional resources for landscaping at home. The event is something we have refined over the last few years to great success. participants will learn while being provided the appropriate tools, gear, water, snacks, and tutelage. Participants will leave with the know-how to make beneficial landscaping choices going forward, choices that will benefit the whole community. They will get free dirt under their fingernails and a new confidence in landscaping they didn't have coming into the event.

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Florida Department of Agriculture and Consumer Services
Division of Administration

BUDGET PLAN

2 CFR 200

1. Federal Financial Assistance Funding Opportunity Number: 23-DG-11083112-009	**2. Subrecipient FEIN:** 59-1312996
3. Subrecipient Legal Name: City of Cape Coral	

Category	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	Total Estimated Budget	*Grant Dollars	*Match Dollars
Personnel							
Fringe Benefits							
Travel (if authorized)							
Equipment (if authorized							
Supplies							
Contractual (if authorized)					$62,500	$50,000	$12,500
Other Expenses							
Total Direct Charges					**$62,500**		
Indirect Charges					**0**		
Total Amount					**$62,500**		

*** Note: For the grant dollars and match dollars columns of your budget plan, indicate total grant and total match dollars for each category.**

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- Description of community -- the current state and needs of the community and the urban forest baseline. Current tree canopy data from an inventory or assessment, community needs, priority areas, and a review of current policies and procedures for tree planting and maintenance are examples of items that should be included in this section.
- Vision for the urban forest – the desired future state of the urban forest in the community. This should reflect the overall goal the plan hopes to achieve.
- Strategic Plan – specific goals, objectives, and actions based upon the current conditions and identified needs to achieve the vision for the urban forest.
- Urban forest storm preparedness and mitigation – a section specifically addressed to guide future management of vegetative debris in natural disasters, along with mitigating the risk to the public from debris in future disasters.
- Implementation Plan – a document that assigns specific dates and responsibilities for the actions and goals of the strategic plan.
- Monitoring Plan -- a written system to measure progress and assess the overall effectiveness of the Urban Forest Management Plan.

Additional sections of the plan that you may wish to incorporate and that are acceptable through this grant include:

- Urban wood utilization
- Urban heat mitigation
- Health impacts from urban trees

Additional Requirements for project categories:

Tree Planting Requirements

1. Trees/palms (including those planted as part of the local match) must be at least Florida Grade #1 or equivalent (Florida Division of Plant Industry, Grades and Standards).
2. Trees may not exceed a 4-inch caliper. Palms may not be taller than 16 feet, clear trunk.
3. Minimum tree size is 1½ inch caliper, in at least a 15-gallon container.
4. At least four species native or naturalized to the area; suitable for the site; and objective must be planted. No species may represent over 25% of the total number of trees planted during the project.
5. Up to ten percent (10%) of the grant award may be used for the purchase and/or installation of irrigation equipment or an irrigation system, or for supplemental watering during the 60-day grow-in period.
6. Trees listed on the Exotic Pest Plant Council's MOST RECENT list of Florida's Invasive Species **may not** be planted as any part of this grant program. The list may be found at https://floridainvasivespecies.org/
7. Maximum allowable cost per individual tree or palm is $600, which can be split between grant and match for purchasing and planting.
8. Written approval is required (as part of the proposal) from the Florida Department of Transportation for planting and maintenance on any state right-of-way.
9. Eligible multi-stemmed tree species include only those listed on the Right Tree/Right Place posters produced by the Florida Urban Forestry Council, unless FFS permission is granted for another species. Applicants interested in using multi-stemmed species should submit their application with any proposed

species, and acceptance of the application will indicate acceptance of this species' utilization, unless otherwise notified.

10. A maximum of $15 per tree may be spent on planting materials during the 60-day grow-in period only.
11. Purchase and planting of shrubs and ground covers in conjunction with tree planting may only serve as a matching cost, and as such cannot be reimbursed.
12. Proposals must include the following information:
    a. Location map.
    b. Minimum of three color photographs of the planting site.
    c. Detailed planting plan (site plan) which shows the location of the trees/palms, existing structures, and site limitations such as underground utilities and overhead wires.
    d. Written approval from the Florida Department of Transportation for planting and maintenance on the State right-of-way, if applicable.
    e. Three-year maintenance plan to be carried out by the grant recipient at their expense. Maintenance costs incurred after certification by the Florida Forest Service are ineligible for reimbursement.
    f. Resolution by the managing agency of the property (if different from the applicant) which states that they concur with the grant proposal and maintenance plan.
13. Sixty-day "grow-in period" is required prior to Certification of Acceptance by the Department and the processing of the final reimbursement. The proposal should state how the trees will be watered and cared for during the grow-in period.
14. Tree Plantings must follow established procedures for handling, placement, and maintenance. Refer to https://hort.ifas.ufl.edu/woody/for additional guidance.
15. After tree planting is completed, an iTree Design report of the project is required to be submitted prior to the processing of the final reimbursement. This tool estimates the future reduction in storm water runoff and increase in water quality over the life of the planted trees. The report should include assessments for years 5, 15, and 25. iTree Design is an easy to use and a free program that can be found at https://design.itreetools.org/.

Tree Maintenance Requirements:

1. All work must be conducted under the supervision of an International Society of Arboriculture (ISA) certified arborist, preferably on the staff of the managing agency, but if the agency is using a contractor to conduct maintenance, the certified arborist could be on the staff of the selected contractor or hired as an independent entity.
2. Proposals must include a site map showing the areas in which maintenance will be conducted and what maintenance will be done on each tree receiving work in the selected area.
3. Proposals must include color photographs of each site in which maintenance will be conducted with a caption indicating the maintenance actions that are planned to be taken.
4. If selected, applicant(s) must provide before and after pictures of each pruning or removal action taken to show the cause for the work, and that the proper work was completed.
5. Written approval is required (as part of the proposal) from the Florida Department of Transportation for maintenance on any state right-of-way.
6. All work conducted must follow ANSI A300 and Z133 standards for best management practices found at International Society of Arboriculture (isa-arbor.com)
7. This work is directly for increasing storm resiliency and reducing public risk. Maintenance projects shall not include traffic-clearance oriented pruning work. All

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WILTON SIMPSON
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Division of Administration

CERTIFICATION REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS FOR EXPENDITURE OF FEDERAL FUNDS

LOBBYING

As required by 2 CFR 200, for persons entering into a contract, grant or cooperative agreement over **$100,000** involving the expenditure of Federal funds, the undersigned certifies for itself and its principals that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, “Disclosure Form to Report Lobbying,’ in accordance with its instructions; and

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Michael Bednar Grant Writer and Coordinator
PRINTED NAME/TITLE OF REPRESENTATIVE

FDACS# 32723
CONTRACT / PURCHASE ORDER NUMBER

Michael Bednar 8/15/2025
SIGNATURE OF REPRESENTATIVE / DATE

DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

As required by 2 CFR 200, for persons entering into a contract, grant or cooperative agreement over **$25,000** involving the expenditure of Federal funds, the undersigned certifies for itself and its principals that:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a Government entity (Federal, State, or local) with commission of any offenses enumerated in paragraph (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transaction (Federal, State, or local) terminated for cause or default; and

Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

Michael Bednar Grant Writer and Coordinator
PRINTED NAME/TITLE OF REPRESENTATIVE

FDACS# 32723
CONTRACT / PURCHASE ORDER NUMBER

Michael Bednar 8/15/2025
SIGNATURE OF REPRESENTATIVE / DATE

Certificate Of Completion

Envelope Id: 623C526F-DD47-4E7A-9669-2D59FBF326A7
Status: Sent
Subject: Please DocuSign: FDACS CONTRACT# 32723 CITY OF CAPE CORAL
Source Envelope:
Document Pages: 22
Signatures: 1
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

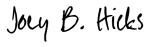
Envelope Originator:
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Tallahassee, FL 32399-0800
Joseph.Duncan@fdacs.gov
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Joey B. Hicks joey.hicks@fdacs.gov Director of ADministration Director of Administration Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 164.51.45.242	Sent: July 14, 2025 | 15:19 Viewed: July 14, 2025 | 17:02 Signed: July 14, 2025 | 17:02
Electronic Record and Signature Disclosure: Not Offered via Docusign		
OMAR LEON OLEON@CAPECORAL.GOV Security Level: Email, Account Authentication (None)		Sent: July 14, 2025 | 17:02
Electronic Record and Signature Disclosure: Accepted: March 12, 2025 | 09:13 ID: c32eb8b4-1b5c-4bb2-9eea-835d8c508068		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Todd Little Todd.Little@fdacs.gov Security Level: Email, Account Authentication (None)	COPIED	Sent: July 14, 2025 | 17:02 Viewed: July 15, 2025 | 10:07
Electronic Record and Signature Disclosure: Not Offered via Docusign		

Carbon Copy Events	Status	Timestamp
CONTRACTS Contracts@fdacs.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: April 19, 2022 | 10:10 ID: 5695f407-15b9-4d70-aded-c5e1c7791665		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
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Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Crahsoft OBO Florida Department of Agriculture and Consumer Services (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Crahsoft OBO Florida Department of Agriculture and Consumer Services:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: salena.yarbrough@freshfromflorida.com

To advise Crahsoft OBO Florida Department of Agriculture and Consumer Services of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at salena.yarbrough@freshfromflorida.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Crahsoft OBO Florida Department of Agriculture and Consumer Services

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to salena.yarbrough@freshfromflorida.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Crahsoft OBO Florida Department of Agriculture and Consumer Services

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to salena.yarbrough@freshfromflorida.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Crahsoft OBO Florida Department of Agriculture and Consumer Services as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Crahsoft OBO Florida Department of Agriculture and Consumer Services during the course of your relationship with Crahsoft OBO Florida Department of Agriculture and Consumer Services.

Meeting Type City Council – Regular Meeting
Meeting Date August 27, 2025

Agenda Request Form
City of Cape Coral

Title
Youth Council Quarterly Report

Ordinances and Resolutions

Requested Action Informational Only

Summary Explanation and Background

Strategic Plan Alignment

Is this a Strategic Decision? NO
If No, will it harm the intent or success of the Strategic Plan? NO
If Yes, Priority Goals Supported are listed below:

- ☐ CITY SERVICES AND AMENITIES: DELIVER EXCEPTIONAL CITY SERVICES AND HIGH-QUALITY AMENITIES
- ☐ COMMUNICATION: CULTIVATE AN ENGAGED AND INFORMED COMMUNITY AND WORKFORCE
- ☐ ECONOMY, EDUCATION, AND WORKFORCE: CREATE A COMMUNITY OF PROSPEROUS RESIDENTS, THRIVING NEIGHBORHOODS, AND SUCCESSFUL BUSINESSES
- ☐ FISCAL SUSTAINABILITY: MAINTAIN A FINANCIALLY SOUND GOVERNMENT AND HIGH-PERFORMING ORGANIZATION
- ☐ INFRASTRUCTURE: INVEST IN RESILIENT INFRASTRUCTURE
- ☐ ENVIRONMENTAL SUSTAINABILITY: PRESERVE CAPE CORAL'S NATURAL RESOURCES FOR CURRENT AND FUTURE GENERATIONS

Is this a Consultant recommendation? NO
Is this contained in a Master Plan? NO
If yes to either question, please provide details of the name of Consultant or name of the Master Plan when applicable:

Recommendations

Source of Additional Information

Fiscal Impact/Funding Sources(s)/Budget Consideration

Will this action result in a Budget Amendment? NO

Prepared By Connie Griglin

Cape Coral Youth Council

Quarterly Report

Our Seniors



Chair: Lexie Skorzak



Emily Feichthaler



Claire Johnson



Sabrina Manso-Perez



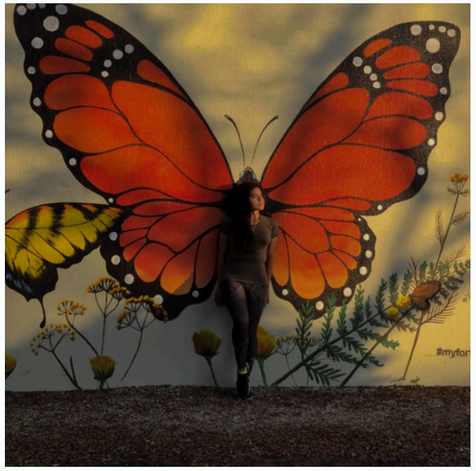
Isabella Mparaganda



Grace Riley



Emily Salazar



Genesis Zapata-Vasquez

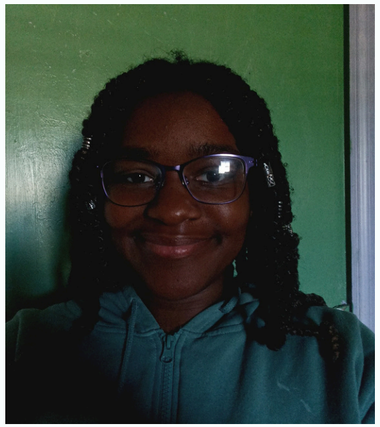
Our Juniors



Vice Chair:
Emma Brown



Allie Buice



Meagan Jacques



Zachary Justham



Berenice Sanchez



Jennifer Tuero



Kamila Vargas

Communications Director



Ambrielle Calixte

Schools Represented on the Youth Council



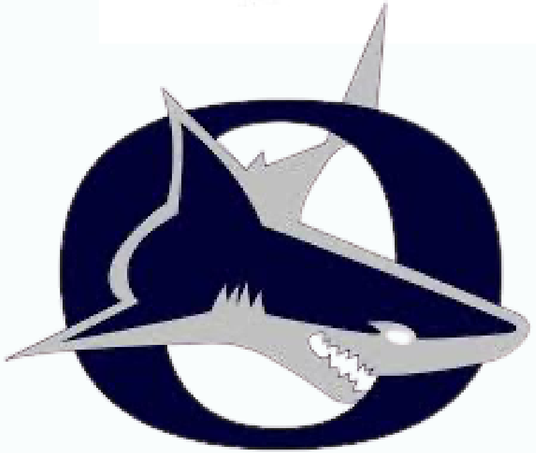


GATORS
ISLAND COAST HIGH SCHOOL



BISHOP VEROT
CATHOLIC HIGH SCHOOL







MARINER
TRITONS

Senior Project

- A Survey will be sent to six local high schools: Oasis, Cape Coral, Ida Baker, Island Coast, Mariner, & North Fort Myers High School.
- The survey will be a mental health focused questionnaire with the purpose of educating and raising awareness for mental health among high school students in Cape Coral.
- The collected data will be presented to the Cape Coral City Council, Oasis School Board, and Lee County School Board.
- We hope to inspire our city and school leaders to prioritize students mental health.

Junior Project

Drive-In Movie

- The Youth Council will hopefully host a booth at the city's Movie in the Park for Halloween and Christmas.
- The Youth Council will host their own drive-in for Valentine's Day.
- We will conduct a survey that provides feedback about the event and what residents want to see more of in terms of entertainment.
- The money raised from this project will be used to fund a trip to Washington D.C for the youth leaders at the Congressional City Conference.

School Reach-Out Program

- Our senior project last year, allowed our Cape Coral Youth Council and City Council to engage with the youth in our community.
- This project gave us the opportunity to communicate more information about the City Council, the Youth Council, and even hear their concerns about our community.
- We were able to do presentations at Island Coast High School, North Fort Myers High School, Ida S. Baker High School, and Oasis High School.
- This year we will be visiting the schools we missed: Cape Coral and Mariner High School.

New Projects

Hope For the Holidays

- The Hope for the Holidays project will be done in collaboration with Children's Network.
- The Youth Council will host a toy drive and place donation bins at various location in Cape Coral.
- These bins will have a large wishlist, with numerous items contributors may donate.

CCYC Meet and Greet

- The Youth Council will be hosting a meet and greet fundraiser on September 18th from 5:30 pm to 7:30 pm.
- The event will be held at Nice Guys Pizza in Cape Coral (1404 Cape Coral Pkwy E, Cape Coral, FL 33904).
- At the event, people from the community will be able to speak to Youth Council members about various topics.
- They will also be able to make donations to the Youth Council in order to support our projects.

Adopt-A-Road

- A recurring project of the Youth Council that originally began as a senior project.
- The Youth Council conducts clean-ups every other month on the medians and shoulders of Santa Barbara, spanning from the intersection of Pine Island to Tropicana.
- This is a permanent project of the council that requires participation of members.
- The Youth Council and Keep Lee County Beautiful partner so our council does not have to purchase supplies to conduct the clean-ups.

Love Locks
Statue

- Love Locks is a project that entails building a metal structure in the shape of two hearts where residents will be able to attach locks.
- Members Emily Feichthaler and Meagan Jacques have been keeping up with the project.
- We have the specs for the structure that is supposed to be put in Cultural Park.
- As of right now the only thing that needs to be sorted out is who will be building the structure.

NEXT MEETING

Date: September 12, 2025

Time: 3pm

Location: City Council Chambers

JOIN US!

CCYC
Cape Coral
YOUTH COUNCIL

Thank You For Listening

Any Questions?

Cape Coral Youth Council

Meeting Type City Council – Regular Meeting
Meeting Date August 27, 2025

Agenda Request Form
City of Cape Coral

Title
Ordinance 48-25 (RZN24-000013*) Public Hearing

Ordinances and Resolutions
*Quasi-Judicial, All Persons Providing Testimony Must Be Sworn In
An Ordinance of the Mayor and City Council of the City of Cape Coral, Florida, that amends the City of Cape Coral, Florida Official Zoning District Map of all property within the limits of the City of Cape Coral, by rezoning property described at Lots 6 through 8, Block 1039, Unit 24, Cape Coral Subdivision, from Professional (P) to Residential Multi-Family Low (RML) zone; property located at 1213 Academy Boulevard; providing for severability and an effective date.
City Planning Staff Recommendation: Denial
Hearing Examiner Recommendation: Grant
Applicant: Ascot Realty Acquisitions USE LLC
Address: 1213 Academy Boulevard
Acreage: 0.34 Acres

Requested Action Approve or Deny

Summary Explanation and Background
The ordinance is a privately-initiated rezone request from Professional (P) to Multi-Family Residential Low (RML) for one parcel in southeastern Cape Coral. Property is at 1219 Academy BLVD. The site was amended to Mixed Use in 2022. A previous request to rezone the site to RML was denied by Council in 2023.

The impact, if adopted, would be to remove the potential development of a 3-lot site for an office residence and to increase the City's residential land by 0.34 acres, a potential 5 additional dwelling units.

"Specific to business impact estimates, this ordinance is exempt pursuant to Section 166.041(4)(c)7.b., Florida Statutes."

Strategic Plan Alignment

Is this a Strategic Decision? NO
If No, will it harm the intent or success of the Strategic Plan? NO
If Yes, Priority Goals Supported are listed below:

- ☐ CITY SERVICES AND AMENITIES: DELIVER EXCEPTIONAL CITY SERVICES AND HIGH-QUALITY AMENITIES
- ☐ COMMUNICATION: CULTIVATE AN ENGAGED AND INFORMED COMMUNITY AND WORKFORCE
- ☐ ECONOMY, EDUCATION, AND WORKFORCE: CREATE A COMMUNITY OF PROSPEROUS RESIDENTS, THRIVING NEIGHBORHOODS, AND SUCCESSFUL BUSINESSES

- ☐ FISCAL SUSTAINABILITY: MAINTAIN A FINANCIALLY SOUND GOVERNMENT AND HIGH-PERFORMING ORGANIZATION
- ☐ INFRASTRUCTURE: INVEST IN RESILIENT INFRASTRUCTURE
- ☐ ENVIRONMENTAL SUSTAINABILITY: PRESERVE CAPE CORAL'S NATURAL RESOURCES FOR CURRENT AND FUTURE GENERATIONS

Is this a Consultant recommendation? NO
Is this contained in a Master Plan? NO
If yes to either question, please provide details of the name of Consultant or name of the Master Plan when applicable:

Recommendations

City Planning Staff Recommendation: Denial
Hearing Examiner Recommendation: Grant

Source of Additional Information

Brett Limbaugh, Development Services Director (239) 242-3050

Fiscal Impact/Funding Sources(s)/Budget Consideration

N/A

Will this action result in a Budget Amendment? NO

Prepared By Janna Balsley, Planning Technician

RZN24-000013

ORDINANCE 48 - 25

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF CAPE CORAL, FLORIDA, THAT AMENDS THE CITY OF CAPE CORAL, FLORIDA OFFICIAL ZONING DISTRICT MAP OF ALL PROPERTY WITHIN THE LIMITS OF THE CITY OF CAPE CORAL, BY REZONING PROPERTY DESCRIBED AS LOTS 6 THROUGH 8, BLOCK 1039, UNIT 24, CAPE CORAL SUBDIVISION, FROM PROFESSIONAL (P) TO RESIDENTIAL MULTI-FAMILY LOW (RML) ZONE; PROPERTY LOCATED AT 1213 ACADEMY BOULEVARD; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Mayor and City Council have considered testimony, evidence, documentation and the application submitted by the ASCOT REALTY ACQUISITIONS USA, LLC, for rezoning the below-described property from PROFESSIONAL (P) TO RESIDENTIAL MULTI-FAMILY LOW (RML) zone, and considered the recommendations of the Hearing Examiner and City Staff, and have 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, Florida 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:

PROFESSIONAL (P) TO RESIDENTIAL MULTI-FAMILY LOW (RML)

LOTS 6, 7, AND 8, BLOCK 1039, CAPE CORAL, UNIT 24, A SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 14, PAGES 63 THROUGH 77, INCLUSIVE, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

PROPERTY LOCATED AT: 1213 ACADEMY BOULEVARD

and the City 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 after its adoption by the City Council.

ADOPTED BY THE MAYOR AND COUNCIL OF THE CITY OF CAPE CORAL, FLORIDA, AT THEIR REGULAR SESSION THIS _____ DAY OF _____, 2025.

_____
JOHN GUNTER, MAYOR

VOTE OF MAYOR AND COUNCILMEMBERS:

GUNTER	_____	LASTRA	_____
STEINKE	_____	KILRAINE	_____
LEHMANN	_____	LONG	_____
DONNELL	_____	KADUK	_____

ATTESTED TO AND FILED IN MY OFFICE THIS _____ DAY OF _____, 2025.

_____
KIMBERLY BRUNS
CITY CLERK

APPROVED AS TO FORM:

_____
ALEKSANDR BOKSNER
CITY ATTORNEY
ord\RZN24-000013



Ordinance 48-25/RZN24-000013
CITY COUNCIL MEETING
AUGUST 27, 2025

Cape Coral FLORIDA

Background

1.) A privately-initiated rezone involving 0.34 acres for 1219 Academy Boulevard (Lots 6-8, Block 1039, Unit 24)

2.) Applicant: Ascot Realty Acquisitions USA

3.) Request is to amend the zoning from Professional (P) to Residential Multi-Family Low (RML)

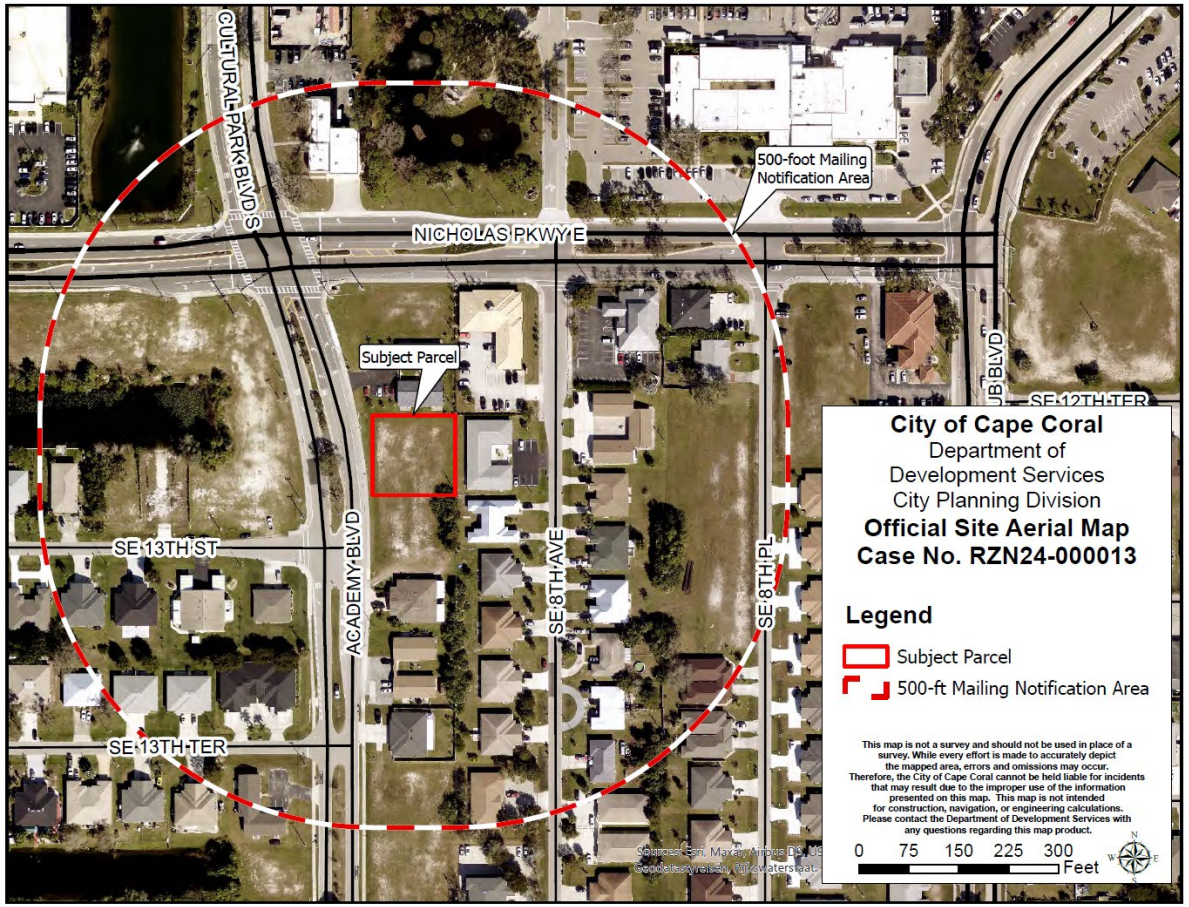
Cape Coral FLORIDA

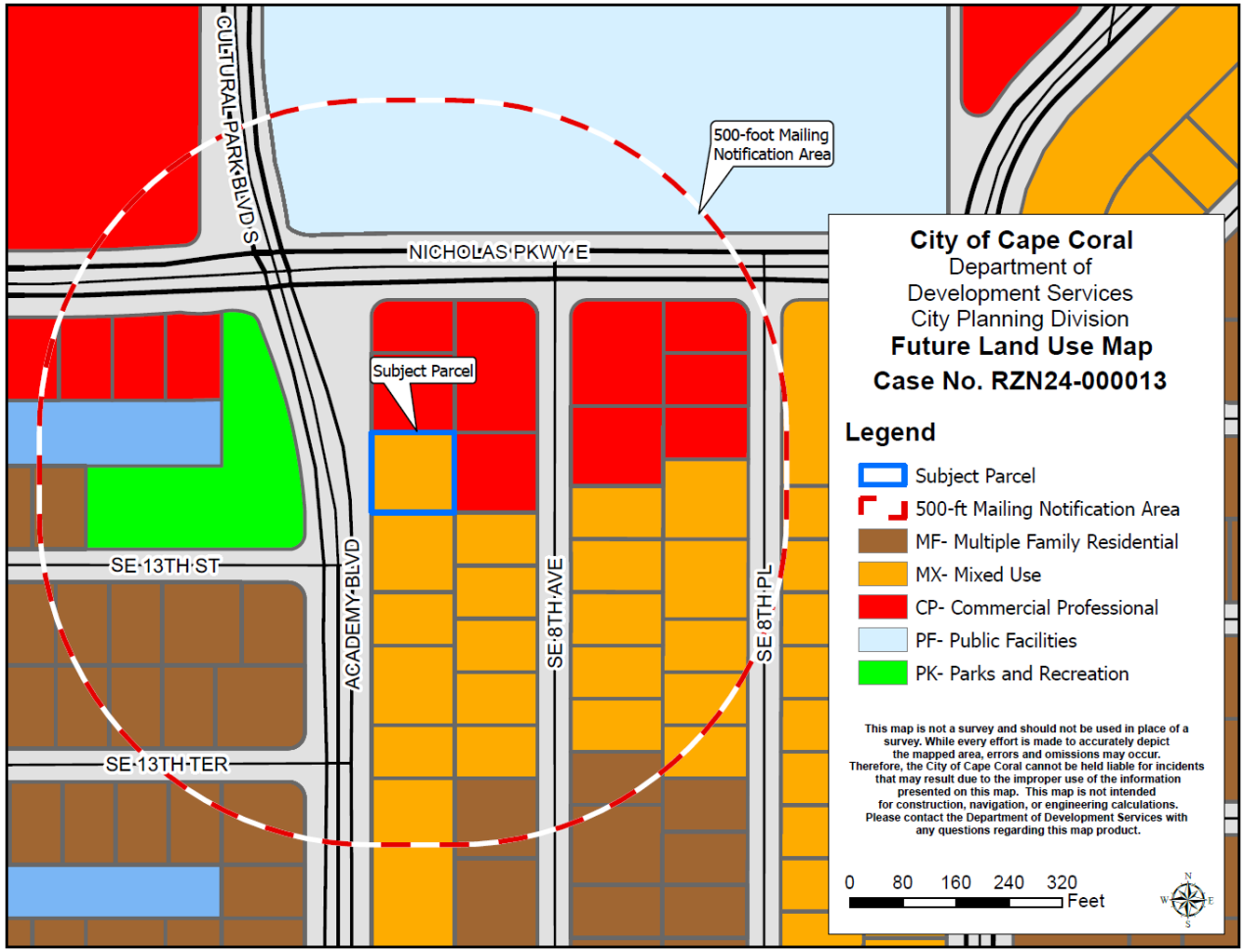


Site

Cape Coral
FLORIDA

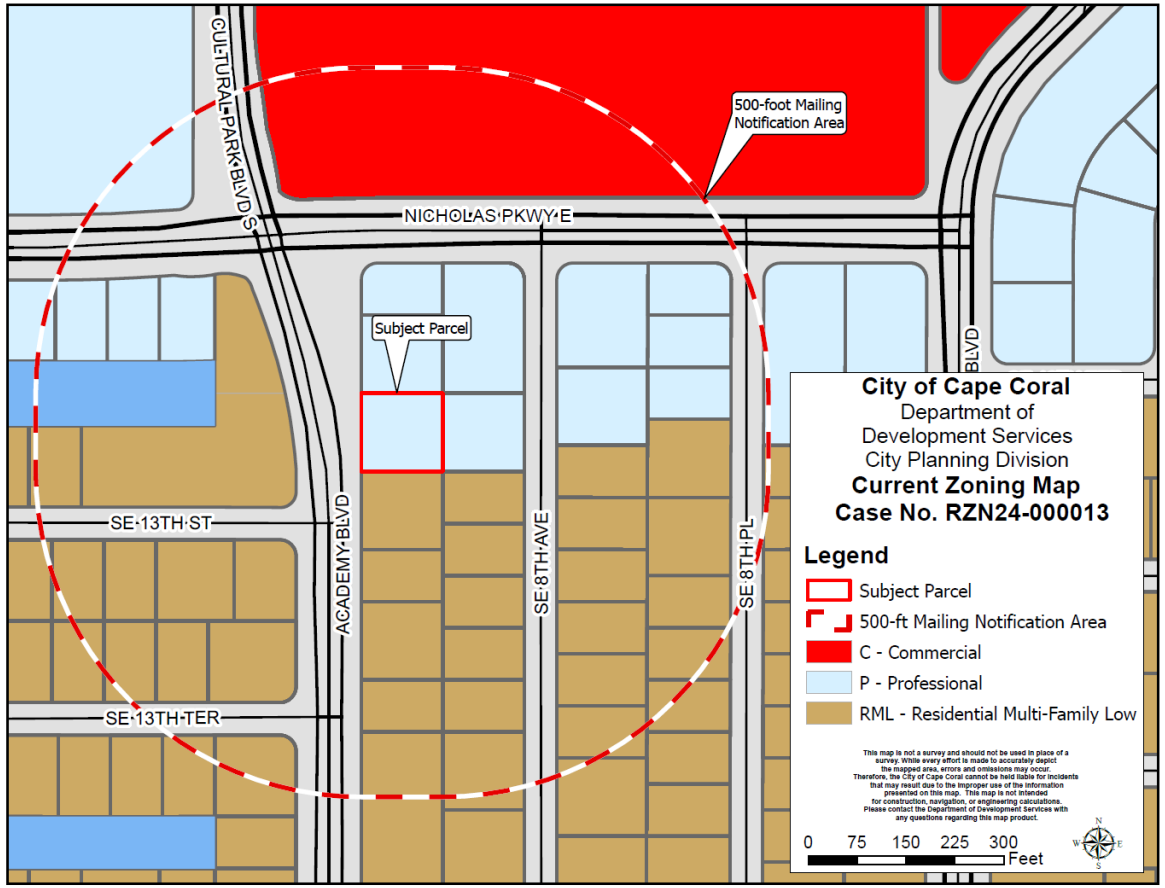
Aerial and Future Land Use

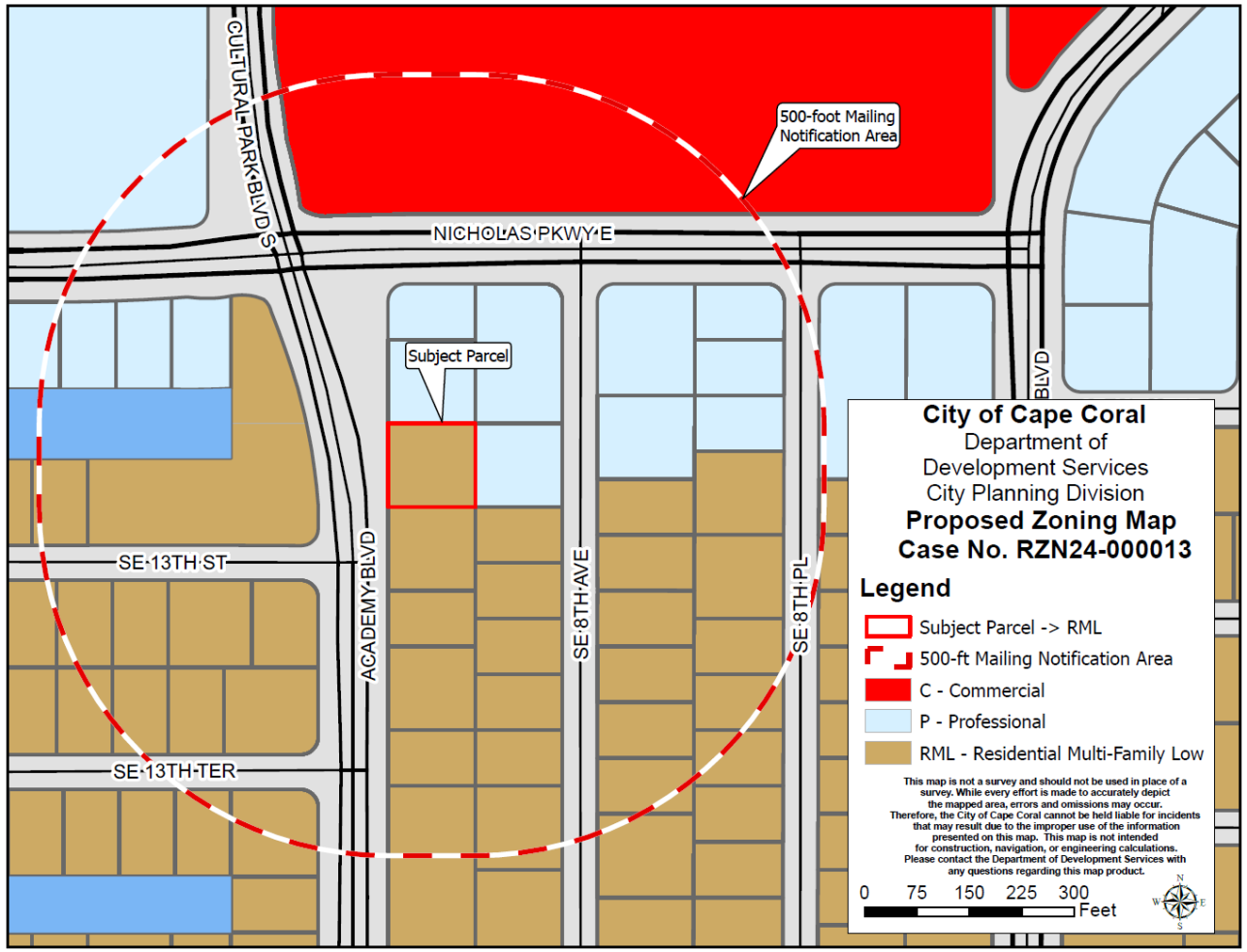




Cape Coral FLORIDA

Current and Proposed Zoning





Cape Coral FLORIDA

Background/History

1.) Area was part of City Centrum concept.

2.) Purpose of City Centrum was to attract office uses to the governmental center (City Hall, post office, County annex) and create an employment center in central Cape Coral.

3.) Current property's future land use was amended from Commercial/Professional to Mixed-Use in 2022.

4.) Property adjacent to the south was rezoned to RML in 2022. In 2022, an application was filed to rezone this property to RML but was denied in 2023.

Cape Coral
FLORIDA

Land Development Code Analysis

Rezone was analyzed through Section 3.4.6, Land Development Code

1. Whether the proposed zoning district proposed is consistent with the City Comprehensive Plan;

The proposed RML Zoning is consistent with the Mixed-Use FLUC. A rezone to RML will allow this property to be developed in the future. It should be noted that the existing zoning, Professional, is also consistent with the Mixed-Use FLU.

2. Whether the full range of uses allowed in the proposed zoning district will be compatible with existing uses in the area under consideration;

The surrounding existing uses are duplexes, single-family housing, and some professional office and ancillary retail uses. The full range of permitted uses in the proposed RML District would be compatible with the existing uses in the area. The proposed RML Zoning would allow for similar or less intense uses than currently exists in the immediate area.

Cape Coral FLORIDA

Land Development Code Analysis

3. Whether the range of uses allowed in the proposed zoning district will be compatible with existing and potential uses in the area under consideration;

Uses in the RML District should be compatible with existing uses, as described above. Permitted uses in RML Zoning are identical to those uses allowed on parcels to the immediate east and south and will likely be as intense than the potential uses allowed on the P-zoned parcels to the north.

4. Whether the proposed zoning district will serve a community need or broader public purpose;

The City has identified a need for increasing multi-family housing within Cape Coral. The proposed rezone may assist in a small way in addressing this need.

However, the City has also identified a need for additional non-residential uses to provide sufficient employment opportunities and increased tax base. Rezoning from the existing zoning district of Professional would be contrary to fulfilling this need.

Cape Coral FLORIDA

Land Development Code Analysis

5. The characteristics of the proposed rezone area are suitable for the uses permitted in the proposed zoning district; and

The site meets the minimum lot area requirement of 10,000 sq. ft. for the RML District. The smaller area of the site is suitable for most uses in the RML District.

6. Whether a zoning district other than the district requested will create fewer potential adverse impacts to existing uses in the surrounding area.

The existing Professional (P) District, unlike the requested RML District, does not allow duplexes or multi-family uses, but permits the development of offices and low-intensity commercial uses.

The proposed RML district would be considered to create fewer potential adverse impacts than other multi-family residential uses in the surrounding area.

The only other multi-family residential zoning district in the Land Development Code is the Residential Multi-Family Medium (RMM), which permits greater building heights and densities. However, the RMM district is only permitted for sites of one acre or larger, and so would not be permitted for this site.

Cape Coral FLORIDA

Comp Plan Analysis

1.) Both the current and proposed zoning are supported by Policy 8.5 of the Future Land Use Element, which discusses transitional uses between higher and lower-intensity development.

2.) Property has 120’ of frontage on Cultural Park Boulevard, but is near the intersection of two collector roadways which makes it an average candidate for commercial development.

Additional Considerations

1. Rezoning analysis does not consider market considerations as supply and demand is not one of the six review criteria.

2. Current Co-star data reports a City-wide vacancy rate of 29.7 percent for multi-family housing products, and declining rents.

3. Current Co-star data reports a City-wide vacancy rate of 1.7 percent for professional office space, and increasing rents.

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Additional Considerations

4. An argument that the property be rezoned to accommodate market demand should not be accepted.

5. That argument may negate years of City efforts to preserve land for future non-residential development – as it could be argued that there is sufficient market demand to rezone other lands that were previously strategically rezoned along major corridors and nodes throughout the city.

6. The current estimate within the 2023 IGM from Metro Forecasting is that by buildout, an additional 1,200 acres of non-residential land be mapped throughout the city.

Cape Coral FLORIDA

Conclusion

1.) The City of Cape Coral is deficient in both non-residential and multi-family residential land. It has not been city practice to support relieving one of these deficiencies at the expense of another unless it has been determined that the area is undevelopable due to existing development that prevents assemblage or lacks visibility.

2.) The subject property has direct access to a collector roadway and is proximate to other office uses and the Cape Coral municipal center, which includes City Hall, the Public Works Building, and the City Police Station.

Cape Coral
FLORIDA

Recommendation

1. This rezone request was presented before the Hearing Examiner on June 3, 2025.

2. The Hearing Examiner recommends approval of this rezone request, contrary to staff's recommendation, per HEX Recommendation 8-2025.

3.) Staff recommends Denial

THANK YOU

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

RZN HEX Recommendation 8-2025
Rendered June 6, 2025

DCD CASE # RZN24-000013

APPLICATION FOR: Rezoning of one (1) parcel, comprising approximately 0.34 acres, from the Professional (P) zoning district to the Residential Multi-Family Low (RML) zoning district.

NAME OF OWNER/APPLICANT: Ascot Realty Acquisitions USE LLC

NAME OF APPLICANT'S REPRESENTATIVE: Jonathan Levy

PROPERTY LOCATION: 1213 Academy Boulevard, Cape Coral, Florida
STRAP # 24-44-23-C3-01039.0060
Unit 24, Block 1039, Lots 6-8

CURRENT ZONING DISTRICT: Professional (P)

APPLICANT'S PROPOSED ZONING: Residential Multi-Family Low (RML)

FUTURE LAND USE CLASSIFICATION: Mixed Use (MX)

URBAN SERVICE AREA: Transition

CITY SEWER AND WATER: Available

HEARING DATE: June 3, 2025

SUMMARY OF REQUEST: Applicant has requested a rezone from the Professional (P) zoning district to Residential Multifamily Low (RML) zoning district for a 0.34 acre undeveloped site

PUBLIC CONCERNS: No testimony, emails or telephone calls were received.

SUMMARY OF HEARING EXAMINER RECOMMENDATION: The Hearing Examiner recommends that City Council **GRANT** the Rezoning application as requested.

NOTICE OF HEARING

This matter was scheduled for Hearing on May 6, 2025. Upon the commencement of the Hearing, the Hearing Examiner found that, based upon the testimony of City Staff Mike Struve, proper notice of the Hearing had been provided, in accordance with the requirements of Article 3 (Development Review), Chapter 1, § 3.1.10 ("Public Hearing Scheduling and Notice Requirements") of the City of Cape Coral Land Development Code ("LDC").

Staff then requested a continuance of the matter to June 3, 2025, which was granted. The Hearing Examiner entered an Order of Continuance regarding same.

Accordingly, all the notice prerequisites for hearing this matter on June 3, 2025, were fulfilled.

PARTICIPANTS IN HEARING

APPLICANT'S REPRESENTATIVE: Jonathan Levy

CITY STAFF: Wyatt Daltry, AICP, Planning Team Coordinator[1]

CITY CLERK'S OFFICE: Sheri Rhine, Recording Secretary

TESTIMONY FROM MEMBERS OF THE PUBLIC: None.

I. EXHIBITS

APPLICANT'S/STAFF'S EXHIBITS: previously submitted.

II. REVIEW OF STATUTORY AND LDC REQUIREMENTS

Authority. The Hearing Examiner has the authority to recommend the approval or denial of an application for a rezone, pursuant to LDC Article 2 (Decision Making and Administrative Bodies), Chapter 2 (Hearing Examiner), §2.2.3B.5:

> *A Hearing Examiner shall hear and decide, or, when applicable, make Recommendations, on the following….*
>
> *…. 5. Applications for rezoning property."*

Entirety of the Record/Standard of Review of 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 LDC, based upon the entirety of the record before the Hearing Examiner.

The Recommendation of the Hearing Examiner must be based upon competent substantial evidence in the record. LDC Article 3 (Development Review), Chapter 1 (Development Review Procedures), Section 3.1.11 (Public Hearing Procedures), LDC §3.1.11E.

Presumption of Relevance and Materiality. Matters related to an Application's consistency with the Comprehensive Plan, the City Code of Ordinances, or the

[1] Mr. Daltry was accepted as an expert witness in land planning issues, on the basis of his prior testimony before the Hearing Examiner on similar matters in Hearing Examiner Hearings and his C.V. which has been previously provided to the City Clerk and which sets forth his education, experience, and other qualifications.

LDC will be presumed to be relevant and material. LDC Article 3 (Development Review), Chapter 1 (Development Review Procedures), Section 3.1.11 (Public Hearing Procedures), LDC §3.1.11F.4.

Hearsay Evidence. 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. LDC Article 3 (Development Review), Chapter 1 (Development Review Procedures), Section 3.1.11 (Public Hearing Procedures), LDC §3.1.11F.5.

LDC Standards for Rezoning. The Hearing Examiner reviewed the application in accordance with the standards for rezonings set forth in LDC §3.4.6 and specifically set forth in LDC § 3.4.6.A (Manner of Initiation) and LDC § 3.4.6.B (Review Criteria), in addition to the general standards set forth elsewhere in the LDC and the City Comprehensive Plan.

TESTIMONY AT HEARING

Hearing Examiner's Recommended Findings of Fact

The Hearing Examiner recommends that City Council finds as facts all documentary and oral testimony set forth or referenced below, except to the extent (if any) that the Hearing Examiner specifically recommends otherwise.

Staff Incorporation of Staff Report

Staff incorporated his staff report by reference into his presentation.

III. DISCUSSION

Site Information/Surrounding Areas

The Applicant's Representative and staff testified that three-lot subject parcel, which is undeveloped, is located close to the intersection of Academy Boulevard and Nicholas Parkway.

The Applicant's Representative testified that Applicant owns the adjacent parcel to the south, located at 1219 Academy Boulevard.

Staff testified that the parcel has Mixed-Use (MX) Future Land Use Classification (FLUC) and Professional (P) Zoning which is consistent.

Staff further testified that Block 1039 has a mixture of future land uses and zonings, with properties to the north having a Commercial/Professional future land use. The the subject property and other nearby properties have a Mixed-Use future land use. Properties south of the subject property have a Multi-Family (MF) future land use with Residential Multi-Family Low (RML) zoning.

It is important for this analysis to note that many surrounding properties are developed primarily with residences. Specifically, the Applicant's Representative and staff both testified that properties adjacent to the north and east are developed with multi-family residences; as aforestated, property adjacent to the south is also owned by the Applicant and was recently rezoned to RML through Ordinance 59-22.

Staff testified that the subject property itself received a future land use map amendment from Commercial/Professional to Mixed-Use through City Ordinance 63-22.

Purpose of Request

Applicant's Representative testified that the purpose of this request was to enable him to construct multi-family residential housing on the subject property and on adjacent property also owned by Applicant. [2] Applicant's prior request for the same rezoning was denied in June, 2023.

IV. COMPREHENSIVE PLAN CONSISTENCY

Staff testified as follows regarding the proposed rezone's consistency with *Chapter 4, Future Land Use Element, Policy 8.5 of the Comprehensive Plan:*

Policy 8.5

The City encourages the use of multi-family residential, compound buildings, professional offices, and parks as transitional uses between commercial development and low-density residential neighborhood. Such development should include:
a. Design elements such as: height and scale compatible with the surrounding residential uses;
b. Site design that is compatible with surrounding residential neighborhoods with consideration given to extensive screening, architectural features, building and parking orientation, and preservation of natural features; and
c. Primary site access provided from arterials, collectors, or access streets in order to discourage traffic from directly entering residential areas.

Staff testified that both the proposed rezone to the RML zoning district and the continuance of the existing P zoning district are supported by this policy, as it allows uses considered "transitional" consistent with this Policy.

[2] The Hearing Examiner observes that rezoning cannot be conditioned upon development with a specific use. Rather, the rezoning, if approved by City Council, would enable the Applicant to develop the property with any use allowed as of right in that zoning district.

Impact Analysis:

Police & Fire Impacts:

Fire: Staff testified that the subject property is served by Fire Station 8 and the proposed rezoning would possibly generate 15 calls. Accordingly, minimal impact to the department would be anticipated.

Police: Staff testified that the property is served by police patrol area Central District, Zone 2 and, if the rezoning were approved, the property would be anticipated to generate less than a 1% increase in recorded calls for service in the zone and City-wide.

Based upon her review of the foregoing Policies and testimony by Staff and the Applicant's Representative, the Hearing Examiner recommends a finding that granting the requested rezone **would be in compliance with, and is in furtherance of,** the requirements of the applicable provisions of the Comprehensive Plan.

V. REZONING REQUIREMENTS AND CRITERIA: HEX RECOMMENDATIONS

A. *Review Criteria*

1. *The application **would be consistent** with the Comprehensive Plan. LDC § 3.4.6.B.1*

   See above recommended findings of fact.

2. *The full range of uses allowed in the proposed zoning district **would be** compatible with existing uses in the area under consideration. LDC § 3.4.6.B.2*

   The discussion under this Standard 2 incorporates by reference the discussion under Standard 3, below.

3. *The range of uses allowed in the proposed zoning district **would be** compatible with existing and potential uses in the area under consideration. LDC § 3.4.6.B.3*

   Staff testified that the existing uses in the surrounding areas consist of duplexes and single-family housing, with some professional office and ancillary retail uses. Accordingly, he testified that the full range of permitted uses in the proposed RML District would be compatible with parcels to the north and identical to existing uses in the parcels to east and south in the area. He further testified that the proposed RML Zoning would allow for similar or less intense uses than those currently existing in the immediate area.

Based on the foregoing testimony, the Hearing Examiner recommends a finding that the full range of uses **would be** compatible with both existing and proposed uses in the area.

4. *The proposed zoning district **would serve** a community need or broader public purpose. LDC§ 3.4.6.B.4*

   Staff testified that the City has identified an existing need for additional multi-family housing within its borders, which would be supportive of the proposed zoning.

   Conversely, however, staff also testified that there is a need for additional non-residential uses such as would be allowed under the existing Professional zoning, due to the need to both expand the tax base and provide sufficient employment opportunities. Finally, staff testified that, where there is such a dichotomy of policy perspectives, the zoning should remain as Professional.

   The Applicant's Representative testified that the parcel is well suited for the proposed rezone, as it is adjacent to another parcel with RML zoning and the change in zoning of one parcel from the existing zoning district would not significantly negatively impact the City's desire to retain the uses allowed in the Professional zoning district.

   While the Hearing Examiner agrees with staff as a general planning principle, she finds that as to this specific parcel, the testimony advanced by the Applicant's Representative is more compelling, as the parcel is well located for development with uses compatible with the proposed RML zoning.

   Accordingly, the Hearing Examiner recommends a finding that the proposed rezoning **would comply** with this criterion.

5. *The characteristics of the proposed rezone area **would be suitable** for the uses permitted in the proposed zoning district. LDC§ 3.4.6.B.5*

   Staff testified that the subject site meets the minimum lot area requirement of 10,000 SF for the RML District and that the smaller area of the site is suitable for most uses in the RML District.

   For the foregoing reasons, the Hearing Examiner recommends that Council find the characteristics of the proposed rezone area **would be suitable** for the uses permitted.

6. *A zoning district other than the district requested **would not** create fewer potential adverse impacts to existing uses in the surrounding area. LDC§ 3.4.6.B.5*

Staff testified that the existing Professional (P) District, unlike the requested RML District, does not allow duplexes or multi-family uses, but permits the development of offices and low-intensity commercial uses. Staff further testified that the proposed RML district would create fewer potential adverse impacts than other multi-family residential uses in the surrounding area.

The Residential Multi-Family Medium (RMM) would not be eligible for consideration hereunder, as it is only permitted for sites of one acre or larger.

Accordingly, the Hearing Examiner recommends a finding that there would be **no other** zoning district creating fewer potential adverse impacts.

VI. RECOMMENDED FINDINGS AND CONCLUSIONS

Based upon the testimony set forth above and the documentary exhibits presented prior to the Hearing, the Hearing Examiner recommends as follows:

1. City Council find that the requested rezone **is consistent** with the requirements of the Comprehensive Plan, the Land Development Code, City Code of Ordinances and all applicable laws of the State of Florida; and

2. City Council **approve** the requested rezoning to the Residential Multi-Family Low (RML) zoning district.

This Recommendation takes effect on the date specified below.

HEARING EXAMINER OF THE CITY OF CAPE CORAL, FLORIDA

_____ *June 6, 2025*
ANNE DALTON, ESQUIRE

ATTEST:

_____
CITY CLERK

DEPARTMENT OF DEVELOPMENT SERVICES
CITY PLANNING DIVISION

For Internal Use Only
Case_____
Date_____

Tel. (239) 574-0553
Fax (239) 574-0591
P.O. Box 150027
Cape Coral, FL 33915-0027

REZONING APPLICATION

NOTE TO APPLICANT: The completed application must be legible, and all items must be provided at the time of submission.

REZONING REQUIREMENTS

1. ☑ **Applicant's portion of request shall be typewritten, and signature notarized.**
   - All forms (Application, Acknowledgement Form, Authorization to Represent) must be signed by the property owner or the applicant. If the Authorized Representative is an attorney, the application and the Acknowledgement Form may be signed by the attorney and an Authorization to Represent Form is not required.
   - If there are any deed restrictions on the property, a copy of the restrictions will be required.
2. ☑ **Letter of intent stating the actual request and why the request is being made.**
3. ☐ **Certified survey done within past six (6) months MAY be required.**
4. ☐ **If the subject property is within 500 feet of any County properties, the applicant must provide a typewritten list of all affected property owners within the area. The list must prepared in label format and contain the following information; name, address, city, and zip-code.**
5. **Please refer to Rezones Section 3.4.6. (page 7) for additional required documentation.**

NOTE: In addition to the application fee, all required advertising costs are to be paid by the applicant (ORD 39-03, Sec. 3.4.6.). 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.

It is required that applicant and/or representative attend both the hearing examiner and city council meetings.

DEPARTMENT OF DEVELOPMENT SERVICES
CITY PLANNING DIVISION

Tel. (239) 574-0553
Fax (239) 574-0591
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Cape Coral, FL 33915-0027

REZONE REQUEST

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. 3.4.6). Advertising costs will be billed and must be paid prior to hearing.

PROPERTY INFORMATION

Location/Address 1213 Academy Blvd

Strap Number 24-44-23-C3-01039.0060 Unit 24 Block 1039 Lot (s) 6 7 + 8

Plat Book 14 Page 75 Future Land Use CP

Current Zoning P Proposed Zoning RML

PROPERTY OWNER (S) INFORMATION

Owner Ascot Realty Acquisitions USA LLC Address 2875 N.E. 191st St.

Phone 954-534-2059 City Aventura

Email yonkevy@me.com State FL Zip 33180

Owner _____ Address _____

Phone _____ City _____

Email _____ State _____ Zip _____

APPLICANT INFORMATION (If different from owner)

Applicant _____ Address _____

Phone _____ City _____

Email _____ State _____ Zip _____

AUTHORIZED REPRESENTATIVE INFORMATION (If Applicable)

Representative _____ Address _____

Phone _____ City _____

Email _____ State _____ Zip _____

Cape Coral FLORIDA

DEPARTMENT OF DEVELOPMENT SERVICES
CITY PLANNING DIVISION

Tel. (239) 574-0553
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P.O. Box 150027
Cape Coral, FL 33915-0027

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.

(ALL SIGNATURE MUST BE NOTARIZED)

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.

Ascot Realty Acquisitions USA LLC
CORPORATION/COMPANY NAME (IF APPLICABLE)

Jonathan Levy
OWNER'S NAME (TYPE OR PRINT)

OWNER'S SIGNATURE

OWNER'S NAME (TYPE OR PRINT)

OWNER'S SIGNATURE

APPLICANT NAME (TYPE OR PRINT)

APPLICANT SIGNATURE

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.

STATE OF FLORIDA

COUNTY OF LEE

Sworn to (or affirmed) and subscribe before me, by means of ☑ physical presence or ☐ online notarization, this 11 day of December, 2024 by Jonathan Levy who is personally known to me or produced _____ as identification.

GERRIAN-CHIA L MICHAELSON
Notary Public - State of Florida
Commission # HH 233826
My Comm. Expires Feb 27, 2026
Bonded through National Notary Assn.

Exp Date: Feb 27, 2026 Commission Number: HH 233826

Signature of notary Public:

Printed Name of Notary Public: Gerrian-Chia Michaelson

DEPARTMENT OF DEVELOPMENT SERVICES
CITY PLANNING DIVISION

Tel. (239) 574-0553
Fax (239) 574-0591
P.O. Box 150027
Cape Coral, FL 33915-0027

AUTHORIZATION TO REPRESENT PROPERTY OWNER(S)

PLEASE BE ADVISED THAT N/A
(Name of person giving presentation)

IS AUTHORIZED TO REPRESENT ME IN THE REQUEST BEFORE THE HEARING EXAMINER AND CITY COUNCIL.

UNIT_____ BLOCK_____ LOT(S) _____ SUBDIVISION _____

OR LEGAL DESCRIPTION _____

LOCATED IN THE CITY OF CAPE CORAL, COUNTY OF LEE, FLORIDA.

_____ _____
PROPERTY OWNER (Please Print) PROPERTY OWNER (Signature & title)

_____ _____
PROPERTY OWNER (Please Print) PROPERTY OWNER (Signature & title)

STATE OF _____

COUNTY OF_____

Sworn to (or affirmed) and subscribe before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20___ by _____ who is personally known to me or produced _____ as identification.

Exp Date: _____ Commission Number: _____

Signature of notary Public: _____

Printed Name of Notary Public: _____

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

Cape Coral FLORIDA

DEPARTMENT OF DEVELOPMENT SERVICES
CITY PLANNING DIVISION

Tel. (239) 574-0553
Fax (239) 574-0591
P.O. Box 150027
Cape Coral, FL 33915-0027

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 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 and recording costs. All fees are to be submitted to the City of Cape Coral with the application.

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_____.

Abot Realty Acquistions USA LLC
CORPORATION/COMPANY NAME

Jonathan Levy
OWNER'S NAME (TYPE or PRINT)

OWNER'S SIGNATURE

STATE OF FLORIDA

COUNTY OF LEE

Sworn to (or affirmed) and subscribe before me, by means of ☑ physical presence or ☐ online notarization, this 11 day of December, 20 24 by Jonathan Levy who is personally known to me or produced _____ as identification.

GERRIAN-CHIA L MICHAELSON
Notary Public - State of Florida
Commission # HH 233826
My Comm. Expires Feb 27, 2026
Bonded through National Notary Assn.

Exp Date: Feb 27, 2026 Commission Number: HH 233826

Signature of notary Public:

Printed Name of Notary Public: Gerrian-Chia Michaelson

DEPARTMENT OF DEVELOPMENT SERVICES
CITY PLANNING DIVISION

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P.O. Box 150027
Cape Coral, FL 33915-0027

DOCUMENTARY EVIDENCE (LDC, Section 3.1.11F.6)

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 three 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.

Ascot Realty Acquisitions USA LLC
OWNER/APPLICANT
(PLEASE TYPE OR PRINT)

OWNER/APPLICANT SIGNATURE

(SIGNATURE MUST BE NOTARIZED)

STATE OF FLORIDA

COUNTY OF LEE

Sworn to (or affirmed) and subscribe before me, by means of ☑ physical presence or ☐ online notarization, this 11 day of December, 2024 by Jonathan Levy who is personally known to me or produced _____ as identification.

Exp Date: Feb 27, 2026 Commission Number: HH233826

NOTARY STAMP HERE

Signature of Notary Public:

Printed Name of Notary Public: Gerrian-Chia Michaelson

GERRIAN-CHIA L MICHAELSON
Notary Public - State of Florida
Commission # HH 233826
My Comm. Expires Feb 27, 2026
Bonded through National Notary Assn.

Cape Coral FLORIDA
DEPARTMENT OF DEVELOPMENT SERVICES
CITY PLANNING DIVISION
Tel. (239) 574-0553
Fax (239) 574-0591
P.O. Box 150027
Cape Coral, FL 33915-0027

REZONES REGULATIONS

A. Manner of Initiation. Applications for a change in zoning may be initiated in the following manner:

1. The City Council upon its own motion;
2. The Planning and Zoning Commission upon its own motion;
3. The property owner(s) of at least fifty-one percent of the land in the proposed rezone area;
4. The City Manager for a City initiated rezone; or
5. The Community Development Department, following approval of a similar use determination.

B. Review Criteria. An application for a rezone shall be reviewed in accordance with the following criteria:

1. Whether the proposed zoning district proposed is consistent with the City Comprehensive Plan;
2. Whether the full range of uses allowed in the proposed zoning district will be compatible with existing uses in the area under consideration;
3. Whether the range of uses allowed in the proposed zoning district will be compatible with existing and potential uses in the area under consideration;
4. Whether the proposed zoning district will serve a community need or broader public purpose;
5. The characteristics of the proposed rezone area are suitable for the uses permitted in the proposed zoning district; and
6. Whether a zoning district other than the district requested will create fewer potential adverse impacts to existing uses in the surrounding area.

C. Effective date of approval. A rezone shall take effect upon City Council adoption of the ordinance approving the rezone.

D. New application after denial. No application for a rezone which has been previously denied by the City Council shall be accepted for at least one year after the date of denial. An application to rezone property to a designation that is different than the designation which was denied by the City Council, will be accepted and considered without consideration of time since the previous application was denied.

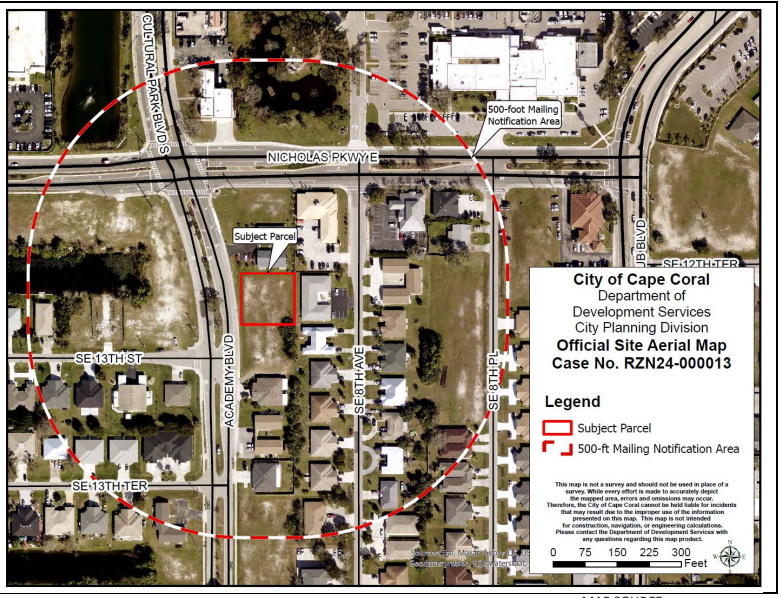
PLANNING DIVISION STAFF REPORT
RZN24-000013

Staff Report prepared by Wyatt Daltry, AICP, Planning Team Coordinator

SITE ADDRESSES 1213 Academy Blvd	**APPLICANT/PROPERTY OWNER** Ascot Realty Acquisitions USA, LLC
AUTHORIZED REPRESENTATIVE Self-represented	

SUMMARY OF REQUEST

Rezone Lots 6-8 in Block 1039, Unit 24, from Professional (P) to Residential Multi-Family Low (RML).



MAP SOURCE

STAFF RECOMMENDATION: **Denial**

Positive Aspects of Application:	• Multi-family uses are proximate to site. • Can be combined with property to south (1219 Academy BLVD), which is owned by applicant
Negative Aspects of Application:	• Current zoning is professional; the need for professional office in this area exists due to proximity to government uses • City-wide need for professional exists; it has been city policy not to exacerbate the deficiency in non-residential uses by amending commercial and professional zoning to residential zoning
Mitigating Factors:	Landscaping standards in the LDC provide buffering between potential commercial use and residential units.

SITE INFORMATION

Urban Service Area: The site is within the Urban Services Transition area.

City Water and Sewer: Utilities are available to the site.

Street Access: Academy Boulevard

STRAP Numbers: 24-44-23-C3-01039.0060

Block/Lot(s): Unit 24, Block 1039, Lots 6-8, Cape Coral Subdivision

Site Area: 0.34 acres

Site:	***Future Land Use***	***Zoning***
Current:	**Mixed-use (MX)**	**Professional (P)**
Proposed:	**N/A**	**Multi-Family Residential Low (RML)**
	Surrounding Future Land Use	***Surrounding Zoning***
North:	**Commercial/Professional (CP)**	**P**
South:	**MX**	**RML**
East:	**MX**	**RML**
West:	**Multi-Family Residential (MF)**	**RML**

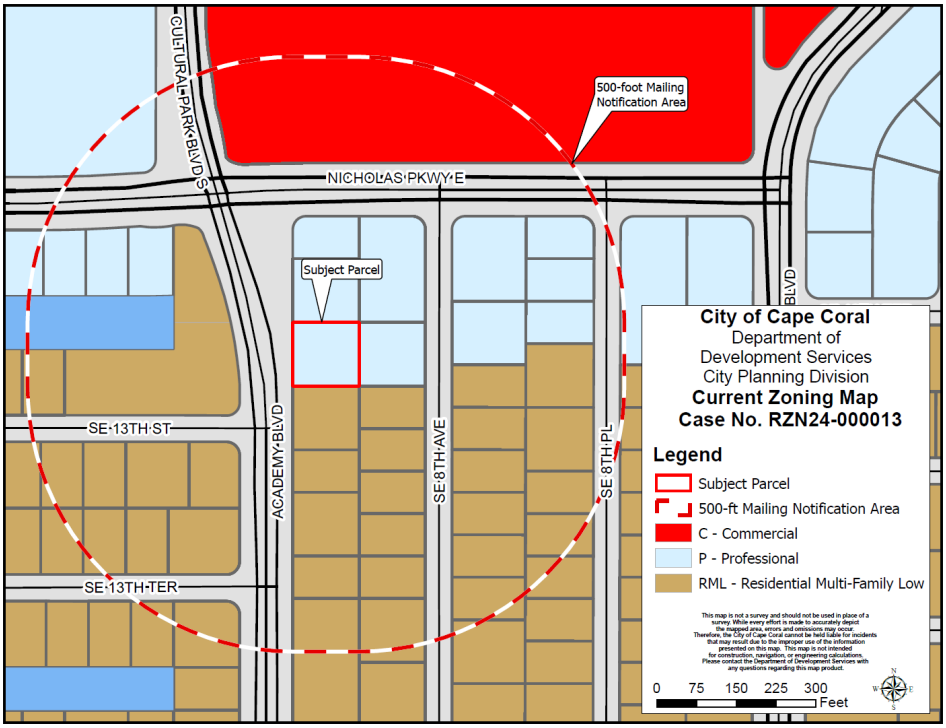
FINDINGS OF FACT

The three-lot parcel is near the intersection of Academy Boulevard and Nicholas Parkway. The 0.34-acre site is undeveloped and the property owner owns the property adjacent to the south (1219 Academy Boulevard). The parcel has Mixed-Use (MX) Future Land Use Classification (FLUC) and Professional (P) Zoning which is consistent. Block 1039 has a mx of future land uses and zonings; properties to the north have a Commercial/Professional future land use while the subject property and other nearby properties have a Mixed-Use future land use. Properties south of the subject property have a Multi-Family (MF) future land use and Residential Multi-Family Low (RML) zoning.

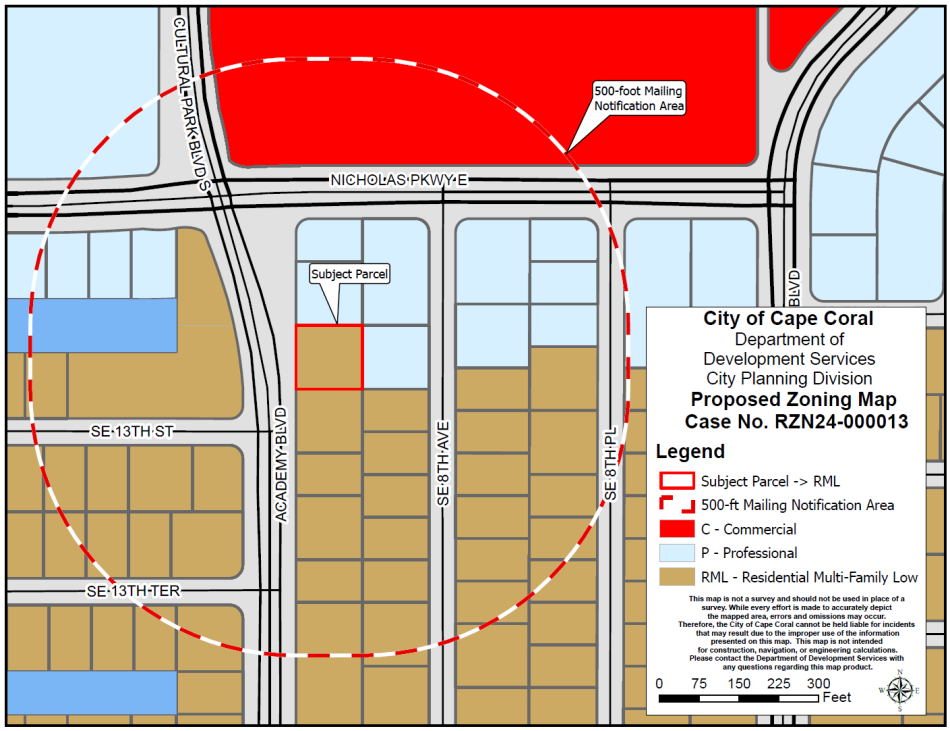
While the subject property is undeveloped, many of the surrounding properties are developed, primarily with residences. Properties adjacent to the north and east are developed with multi-family residences. The property adjacent to the south is owned by the applicant was recently rezoned to RML through Ordinance 59-22. The subject property itself received a future land use map amendment from Commercial/Professional to Mixed-Use through Ordinance 63-22.

The applicant has expressed a desire to rezone this property and develop it in concert with the property to the south, 1219 Academy Boulevard for multi-family residential purposes. The applicant attempted to rezone this property in June 2023, but the rezone was denied by Council.

CURRENT ZONING MAP



PROPOSED ZONING MAP



ANALYSIS

Staff analyzed this request based on the goals and objectives in the Comprehensive Plan and the standards for rezones in LDC, Section 3.4.6.

Comprehensive Plan

Staff analyzed this amendment by reviewing Policy 8.5 of the Future Land Use Element, which states:

> Policy 8.5: The City encourages the use of multi-family residential, compound buildings, professional offices, and parks as transitional uses between commercial development and low-density residential neighborhood. Such development should include:
>
> a. Design elements such as: height and scale compatible with the surrounding residential uses;
>
> b. Site design that is compatible with surrounding residential neighborhoods with consideration given to extensive screening, architectural features, building and parking orientation, and preservation of natural features; and
>
> c. Primary site access provided from arterials, collectors, or access streets in order to discourage traffic from directly entering residential areas.
>
> **Both the existing Professional zoning district and proposed Multi-Family Residential (RML) district are supported by the proposed rezone.**

Land Development Code

LDC, Section 3.4.6 provides six criteria for rezone requests:

1. *Whether the proposed zoning district is consistent with the City Comprehensive Plan.*

   The proposed RML Zoning is consistent with the Mixed-Use FLUC. A rezone to RML will allow this property to be developed in the future. It should be noted that the existing zoning, Professional, is also consistent with the Mixed-Use FLU.

2. *Whether the full range of uses allowed in the proposed zoning district will be compatible with existing uses in the area under consideration.*

   The surrounding existing uses are duplexes, single-family housing, and some professional office and ancillary retail uses. The full range of permitted uses in the proposed RML District would be compatible with the existing uses in the area. The proposed RML Zoning would allow for similar or less intense uses than currently exists in the immediate area.

3. *Whether the range of uses allowed in the proposed zoning district will be compatible with existing and potential uses in the area under consideration.*

Uses in the RML District should be compatible with existing uses, as described above. Permitted uses in RML Zoning are identical to those uses allowed on parcels to the immediate east and south and will likely be as intense than the potential uses allowed on the P-zoned parcels to the north.

4. *Whether the proposed zoning district will serve a community need or broader public purpose.*

The City has identified a need for increasing multi-family housing within Cape Coral. The proposed rezone may assist in a small way in addressing this need.

However, the City has also identified a need for additional non-residential uses to provide sufficient employment opportunities and increased tax base. Rezoning from the existing zoning district of Professional would be contrary to fulfilling this need.

5. *The characteristics of the proposed rezone area are suitable for the uses permitted in the proposed zoning district; and*

The site meets the minimum lot area requirement of 10,000 sq. ft. for the RML District. The smaller area of the site is suitable for most uses in the RML District.

6. *Whether a zoning district other than the district requested will create fewer potential adverse impacts to existing uses in the surrounding area.*

The existing Professional (P) District, unlike the requested RML District, does not allow duplexes or multi-family uses, but permits the development of offices and low-intensity commercial uses.

The proposed RML district would be considered to create fewer potential adverse impacts than other multi-family residential uses in the surrounding area.

The only other multi-family residential zoning district in the Land Development Code is the Residential Multi-Family Medium (RMM), which permits greater building heights and densities. However, the RMM district is only permitted for sites of one acre or larger, and so would not be permitted for this site.

Police and Fire Impacts

Property is served by Fire Station 8. Proposed development is expected to generate 15 calls annually. Minimum impact.

For Police services, the subject properties are served by police beat Central District, Zone 2. Less than 1% increase to recorded calls for service in Zone 2, Central. 1% or less citywide.

Public Notification

This case will be publicly noticed as required by LDC, Section 3.1.10 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 property 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 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 property line of the land which the petitioners request to rezone will receive written notification of the scheduled public hearings. 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 property, as another means of providing notice of the rezoning request.

Recommendation:

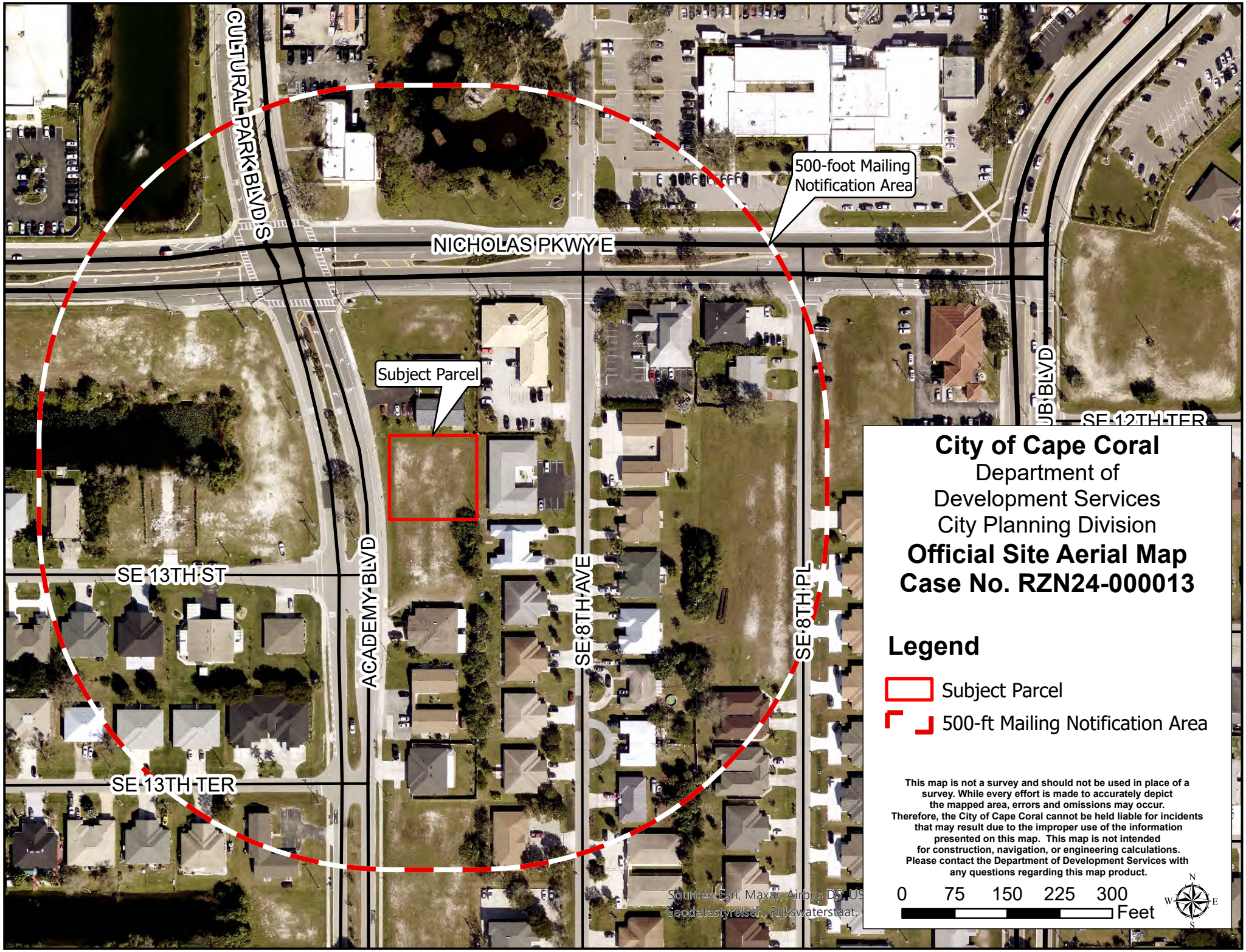
The City of Cape Coral is deficient in both non-residential and multi-family residential land. It has not been city practice to support relieving one of these deficiencies at the expense of another unless it has been determined that the area is undevelopable due to existing development that prevents assemblage or lacks visibility.

The subject property has direct access to a collector roadway and is proximate to other office uses and the Cape Coral municipal center, which includes City Hall, the Public Works Building, and the City Police Station. One of the reasons why this area was designated Professional was to provide the opportunity for businesses ancillary to government uses such as engineering offices and attorneys' offices to develop. Staff believes that the site is still appropriate for development as a non-residential, professional office use.

Planning staff has reviewed this request in accordance with Section 3.4.6 of the Land Development Code and the City's Comprehensive Plan. Planning Division recommends **denial** of the rezone request.

Staff Contact Information:

Wyatt Daltry, AICP
Planning Team Coordinator
Department of Community Development
Planning Division
(239) 573-3160
email: wdaltry@capecoral.net



City of Cape Coral
Department of
Development Services
City Planning Division
Official Site Aerial Map
Case No. RZN24-000013

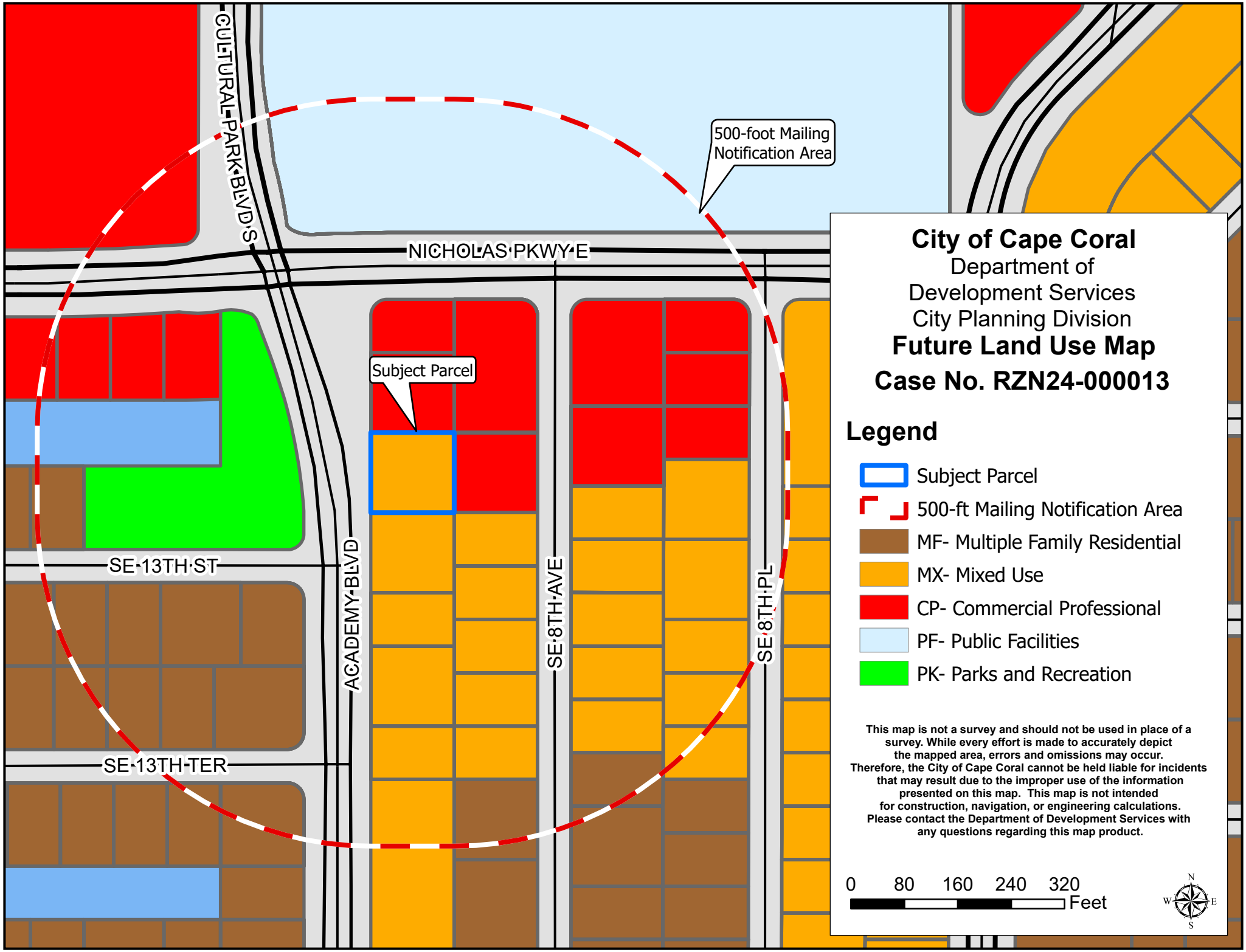
Legend

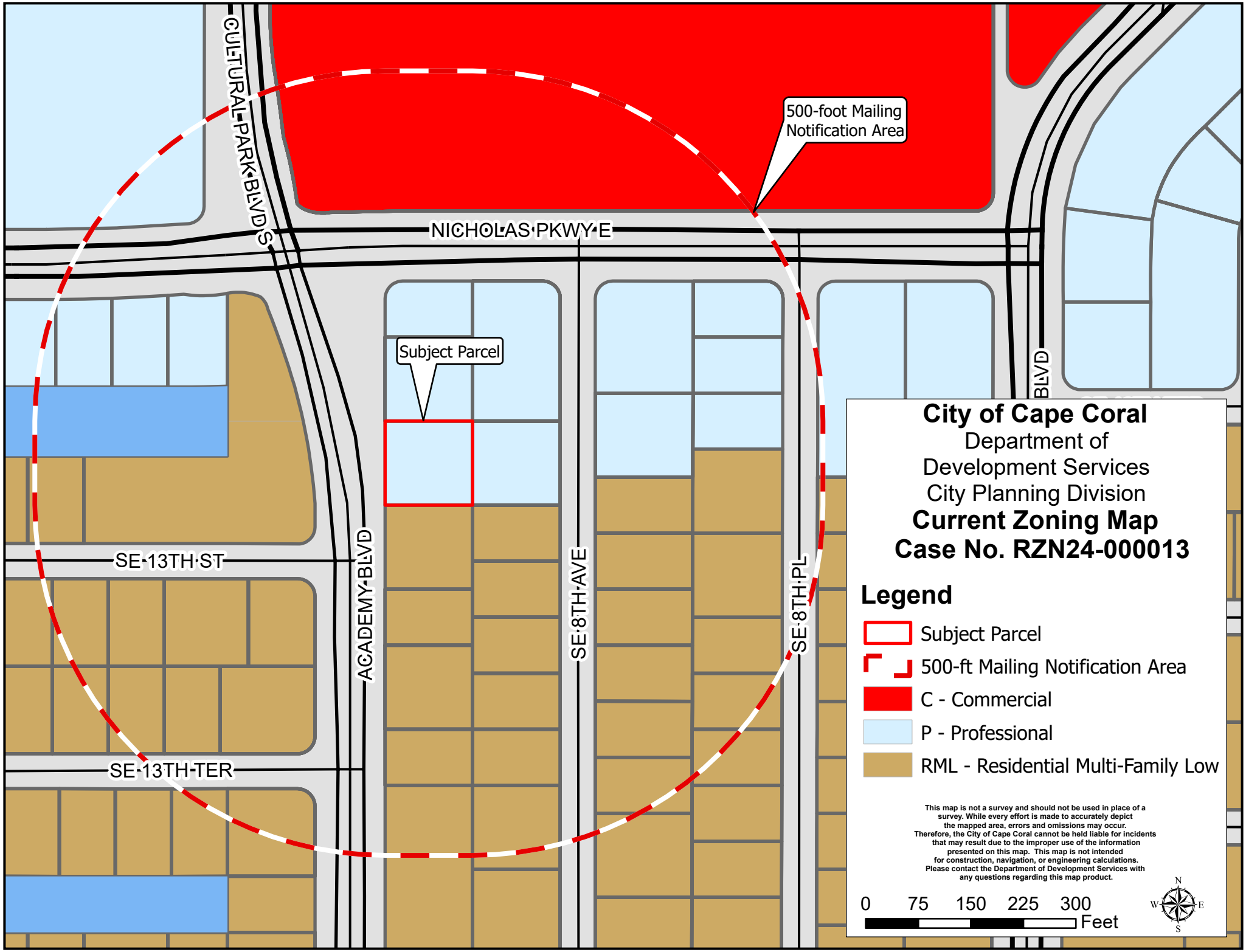
- Subject Parcel
- 500-ft Mailing Notification Area

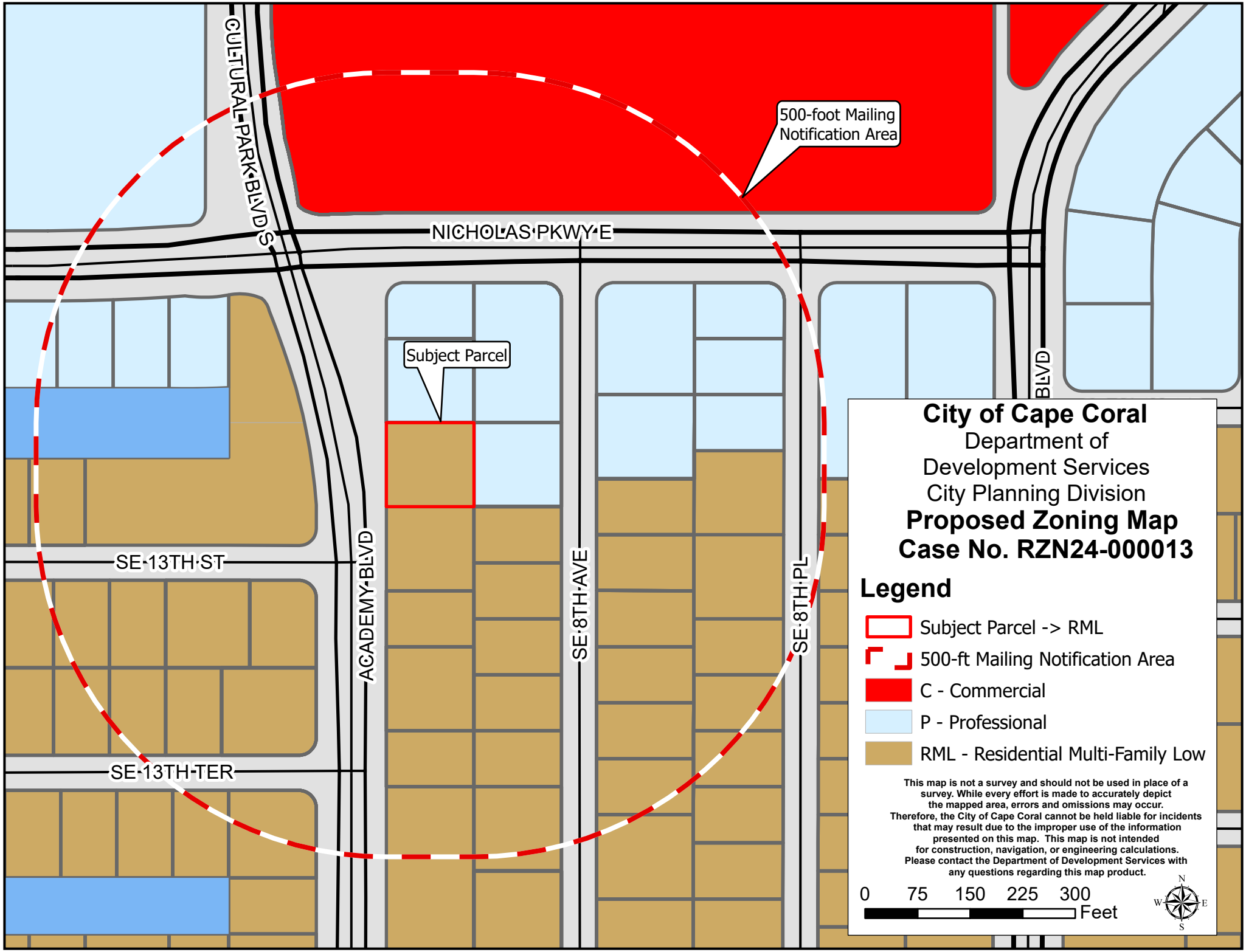
This map is not a survey and should not be used in place of a survey. While every effort is made to accurately depict the mapped area, errors and omissions may occur. Therefore, the City of Cape Coral cannot be held liable for incidents that may result due to the improper use of the information presented on this map. This map is not intended for construction, navigation, or engineering calculations. Please contact the Department of Development Services with any questions regarding this map product.

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CULTURAL PARK BLVD S
NICHOLAS PKWY E
500-foot Mailing Notification Area
Subject Parcel
SE 13TH ST
SE 13TH TER
ACADEMY BLVD
SE 8TH AVE
SE 8TH PL
City of Cape Coral
Department of Development Services
City Planning Division
Future Land Use Map
Case No. RZN24-000013
Legend
Subject Parcel
500-ft Mailing Notification Area
MF- Multiple Family Residential
MX- Mixed Use
CP- Commercial Professional
PF- Public Facilities
PK- Parks and Recreation
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 Development Services with any questions regarding this map product.
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CULTURAL PARK BLVD S
NICHOLAS PKWY E
500-foot Mailing Notification Area
Subject Parcel
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SE 13TH TER
ACADEMY BLVD
SE 8TH AVE
SE 8TH PL
BLVD
City of Cape Coral
Department of
Development Services
City Planning Division
Current Zoning Map
Case No. RZN24-000013
Legend
Subject Parcel
500-ft Mailing Notification Area
C - Commercial
P - Professional
RML - Residential Multi-Family Low
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 Development Services with any questions regarding this map product.
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CULTURAL PARK BLVD S
NICHOLAS PKWY E
500-foot Mailing Notification Area
Subject Parcel
BLVD
SE 13TH ST
ACADEMY BLVD
SE 8TH AVE
SE 8TH PL
SE 13TH TER
City of Cape Coral
Department of
Development Services
City Planning Division
Proposed Zoning Map
Case No. RZN24-000013
Legend
Subject Parcel -> RML
500-ft Mailing Notification Area
C - Commercial
P - Professional
RML - Residential Multi-Family Low
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 Development Services with any questions regarding this map product.
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Meeting Type City Council – Regular Meeting
Meeting Date August 27, 2025

Agenda Request Form
City of Cape Coral

Title
Resolution 240-25 Final Public Hearing

Ordinances and Resolutions
A Resolution of the Mayor and City Council of the City of Cape Coral, Florida, approving the Fiscal Year 2025-2026 Non-Ad Valorem Assessment Roll for assessments imposed to fund Lot Mowing services; approving the assessment rates for such Fiscal Year and providing for collection of the assessments pursuant to the Uniform Assessment Collection Act; providing for severability and an effective date. (Brought forward by City Management)

Requested Action Approve or Deny

Summary Explanation and Background
Chapter 17 of the City Code provides a uniform process for the imposition and annual administration of Assessments imposed to fund essential services and capital improvements, including the assessments imposed by the City each year to fund Lot Mowing Services. Section 9-83 of the Code provides that charges imposed for Lot Mowing Services shall be collected and administered pursuant to the procedures set forth in Chapter 17.

The Low Mowing Service constitutes an essential service as defined in Section 17-1 of the Code. The Low Mowing Services preserves and enhances the value, use, marketability, and enjoyment of unimproved lots located in the Assessment Area by improving the aesthetic appearance of each of the parcels in the Assessment Area, facilitating each owner's obligation to keep their property in compliance with the City Code and providing a safe environment for the property owners to engage in certain outdoor activities on such parcels.

The Assessments imposed provide an equitable method of funding the annual operating costs related to the Low Mowing Service of each fiscal year by fairly and reasonably allocating such operating costs based on the special benefit derived by the unimproved lots.

Lots on the program are mowed thirteen times a year. The lot mowing program consists of vacant parcels in 4 districts. Program begins in February and continues through December. The lot mowing assessment includes Pepper tree removal and owl nest trimming. Owl nest trimming begins in May and continues through January. Rates are calculated based on an Equivalent Lot Unit (5,000 SF).

Strategic Plan Alignment

Is this a Strategic Decision? YES
If No, will it harm the intent or success of the Strategic Plan? NO
If Yes, Priority Goals Supported are listed below:

- ☒ CITY SERVICES AND AMENITIES: DELIVER EXCEPTIONAL CITY SERVICES AND HIGH-QUALITY AMENITIES
- ☐ COMMUNICATION: CULTIVATE AN ENGAGED AND INFORMED COMMUNITY AND WORKFORCE
- ☐ ECONOMY, EDUCATION, AND WORKFORCE: CREATE A COMMUNITY OF PROSPEROUS RESIDENTS, THRIVING NEIGHBORHOODS, AND SUCCESSFUL BUSINESSES
- ☒ FISCAL SUSTAINABILITY: MAINTAIN A FINANCIALLY SOUND GOVERNMENT AND HIGH-PERFORMING ORGANIZATION
- ☐ INFRASTRUCTURE: INVEST IN RESILIENT INFRASTRUCTURE
- ☐ ENVIRONMENTAL SUSTAINABILITY: PRESERVE CAPE CORAL'S NATURAL RESOURCES FOR CURRENT AND FUTURE GENERATIONS

Is this a Consultant recommendation? NO
Is this contained in a Master Plan? NO
If yes to either question, please provide details of the name of Consultant or name of the Master Plan when applicable:

Recommendations

Approve Resolution 240-25

Source of Additional Information

Crystal Feast, Financial Services Director, cfeast@capecoral.gov, (239)574-0491

Fiscal Impact/Funding Sources(s)/Budget Consideration

Revenue generated from the approved rates will be included in the FY 2025-2026 Budget.

Will this action result in a Budget Amendment? NO

Prepared By Suzanne Lopez, Senior Administrative Specialist

RESOLUTION 240 - 25

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF CAPE CORAL, FLORIDA, APPROVING THE FISCAL YEAR 2025-2026 NON-AD VALOREM ASSESSMENT ROLL FOR ASSESSMENTS IMPOSED TO FUND LOT MOWING SERVICES; APPROVING THE ASSESSMENT RATES FOR SUCH FISCAL YEAR AND PROVIDING FOR COLLECTION OF THE ASSESSMENTS PURSUANT TO THE UNIFORM ASSESSMENT COLLECTION ACT; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CAPE CORAL, FLORIDA, AS FOLLOWS:

SECTION 1. AUTHORITY. This Resolution is adopted pursuant to the provisions of Chapter 9, Article V of the City of Cape Coral Code of Ordinances (the "Code"), Chapter 17 of the Code (the "Assessment Ordinance"), Sections 166.021, 166.041, and 197.3632 of the Florida Statutes and other applicable provisions of law, and City Resolution 204-25 (the "Preliminary Rate Resolution").

SECTION 2. DEFINITIONS. This resolution constitutes the Annual Rate Resolution, as defined in section 17-1 of the Assessment Ordinance, for Assessments imposed to fund Lot Mowing Services for the Fiscal Year commencing October 1, 2025 (the "Fiscal Year 2025-2026"). All capitalized words and terms not otherwise defined herein shall have the meanings set forth in the Assessment Ordinance and the Preliminary Rate Resolution. Unless the context indicates otherwise, words imparting the singular number include the plural number, and vice versa.

SECTION 3. FINDINGS. It is hereby ascertained, determined and declared as follows:

(A) On July 23, 2025, the Mayor and City Council adopted the Preliminary Rate Resolution for Fiscal Year 2025-2026 which described the respective Assessment Areas (designated therein as Districts 1, 2, 3 and 4) within which the City will provide Lot Mowing Services, determined the estimated Operating Cost to be assessed in each Assessment Area, established the assessment rates for such Fiscal Year and directed the Assessment Coordinator to update the Assessment Roll in accordance with such rates.

(B) The Assessment Ordinance provides for the adoption of a Preliminary Rate Resolution and an Annual Rate Resolution for each Fiscal Year approving, confirming or amending the Assessment Roll.

(C) The Mayor and City Council conducted a public hearing on August 27, 2025, to consider adoption of the Assessment Roll for Fiscal Year 2025-2026. Notice of such public hearing was published in accordance with Section 17-33 of the Assessment Ordinance, proof of publication being attached hereto as Appendix A. Notice of such public hearing was also in accordance with Sections 17-34 and 17-37 of the Assessment Ordinance, an affidavit of mailing being attached hereto as Appendix B.

(D) This Annual Rate Resolution is adopted for purposes of approving the Assessment rates for Lot Mowing Services and certifying the Assessment Roll for Fiscal Year 2025-2026.

(E) The Assessments contemplated hereunder are imposed by the Mayor and City Council, not the Property Appraiser or Tax Collector. Any activity of the Property Appraiser or Tax Collector under the provisions of this Resolution shall be construed solely as ministerial.

(F) The legislative determinations and findings set forth in Section 1.03 of the Preliminary Rate Resolution are hereby ratified, confirmed and incorporated herein by reference.

SECTION 4. APPROVAL OF ASSESSMENT ROLL; COLLECTION OF ASSESSMENTS.

(A) The estimated Operating Cost for Fiscal Year 2025-2026 is as follows:

(1) District 1 Operating Cost: $1,098,290;
(2) District 2 Operating Cost: $988,927;
(3) District 3 Operating Cost: $1,031,645; and
(4) District 4 Operating Cost: $944,742.

(B) The Assessment Roll for Fiscal Year 2025-2026, a copy of which is on file with the City Clerk and incorporated herein by reference, is hereby confirmed and approved based upon the following Assessment rates per Equivalent Lot Unit.

(1) District 1 $70.48;
(2) District 2 $48.05;
(3) District 3 $51.44; and
(4) District 4 $44.63.

(C) The Assessment Coordinator is hereby authorized and directed to certify the foregoing Assessment Roll to the Tax Collector by no later than September 15, 2025 for collection on the November 2025 ad valorem property tax bill pursuant to the Uniform Assessment Collection Act.

(D) The Assessment Roll as delivered to the Tax Collector shall be accompanied by a Certificate of Non-Ad Valorem Assessment Roll in substantially the form attached hereto as Appendix C.

(E) Assessments for Lot Mowing Services shall constitute a lien upon Assessed Parcels equal in rank and dignity with the liens of all state, county, district or municipal taxes and other non-ad valorem assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other liens, titles and claims until paid.

SECTION 5. INTERIM ASSESSMENTS; CREDITS.

(A) Interim Assessments. If any property owner requests inclusion of a parcel otherwise omitted from the Assessment Roll for Fiscal Year 2025-2026 approved hereunder, or if a parcel was previously omitted due to ineligibility for Lot Mowing Services but such parcel becomes eligible in the City's sole discretion (for example, removal of peppertrees on the parcel), the parcel owner shall be responsible for paying an interim Assessment directly to the City in order to receive Lot Mowing Services for such Fiscal Year. The amount of the interim Assessment shall be direct billed by the Assessment Coordinator and prorated to reflect the month of request or eligibility for service and the number of mowing cycles remaining in the Fiscal Year. If Lot Mowing Service is provided to a parcel but payment of the interim Assessment is not received by the City due to mistake, inadvertence or for any other reason, the amount of the Interim Assessment may be included on the Assessment Roll for the forthcoming Fiscal Year and collected, together with any Assessment for such forthcoming Fiscal Year, pursuant to the Uniform Assessment Collection Act.

(B) Assessment Credit. If any property owner requests exclusion of a parcel otherwise included on the Assessment Roll for Fiscal Year 2025-2026 approved hereunder, or if a parcel was previously eligible for Lot Mowing Services but such parcel becomes ineligible in the City's sole discretion (for example, development of the parcel occurs), the City will process a credit against the amount of the Assessment imposed hereunder against such parcel. The credit shall be prorated to reflect the month of request for exclusion or ineligibility for service and the number of mowing cycles remaining in the Fiscal Year. In the event the Assessment for the parcel has not been paid at the time of request or determination of ineligibility, the City will, to the extent feasible, process removal of the parcel from the Assessment Roll through the errors and insolvencies process authorized under Florida law for the correction of ad valorem tax bills. If the Assessment for the parcel has been paid, the City will process the credit as a refund to the property owner who paid the Assessment.

(C) Parcel Combinations. The Lot Mowing Services contemplated hereunder are only intended for Unimproved Lots. In the event an Unimproved Lot is combined with an improved parcel, the parcel resulting from such combination shall be ineligible for Lot Mowing Services.

(D) Partial Eligibility. In the event a portion of an Unimproved Lot is eligible for Lot Mowing Services, but the remaining portion is ineligible, the City may prorate the amount of the Assessment according to the percentage of the area of the Unimproved Lot which is eligible, in the City's sole discretion, for service.

SECTION 6. SEVERABILITY. If any clause, section, or other part of this Resolution shall be held by any court of competent jurisdiction unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and in no way affects the validity of the other provisions in this Resolution.

SECTION 7. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CAPE CORAL, FLORIDA, AT THEIR REGULAR SESSION THIS _____ DAY OF _____, 2025.

_____
JOHN GUNTER, MAYOR

VOTE OF MAYOR AND COUNCILMEMBERS:

GUNTER	_____	LASTRA	_____
STEINKE	_____	KILRAINE	_____
LEHMANN	_____	LONG	_____
DONNELL	_____	KADUK	_____

ATTESTED TO AND FILED IN MY OFFICE THIS _____ DAY OF _____, 2025.

_____
KIMBERLY BRUNS
CITY CLERK

APPROVED AS TO FORM:

_____
ALEKSANDR BOKSNER
CITY ATTORNEY
res/Assessment – Lot Mowing Final 2025

_____

APPENDIX A

PROOF OF PUBLICATION

LocaliQ
Florida
GANNETT

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Leslie Menapace
City Attorney's Office
City Of Cape Coral Clerks Off
Po Box 150027
Cape Coral FL 33915-0027

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the News-Press, a daily newspaper published at Fort Myers in Lee County, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of , was published on the publicly accessible website of Lee County, Florida, or in a newspaper by print in the issues of, on:

07/29/2025

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.
Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 07/29/2025

Legal Clerk

Notary, State of WI, County of Brown

8-21-26

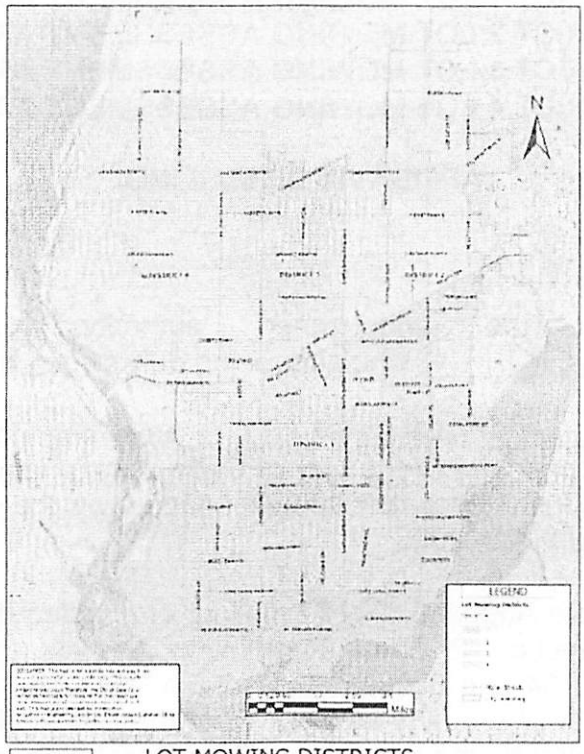
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NICOLE JACOBS
Notary Public
State of Wisconsin



LOT MOWING DISTRICTS

Cape Coral

CITY OF CAPE CORAL, FLORIDA
NOTICE OF HEARING
TO CONSIDER APPROVAL OF LOT MOWING ASSESSMENT RATES
FOR FISCAL YEAR 2025-26

The City of Cape Coral (the "City") imposes non-ad valorem special assessments each year upon unimproved real property located in the District 1 Lot Mowing Assessment Area, District 2 Lot Mowing Assessment Area, District 3 Lot Mowing Assessment Area, and District 4 Lot Mowing Assessment Area, as shown above, to fund the provision of lot mowing services in the respective assessment areas. Notice is hereby given that the City Council of the City (the "City Council") will conduct a public hearing to consider adoption of an annual assessment resolution establishing the lot mowing assessment rates for each assessment area for the fiscal year commencing October 1, 2025 ("Fiscal Year 2025-26"). The hearing will be held at 4:00 p.m. on August 27, 2025, in Council Chambers, 1015 Cultural Park Boulevard, Cape Coral, Florida, for the purpose of receiving public comment on the proposed lot mowing assessment rates and method of collection. All affected property owners have a right to appear at the hearing and to file written objections with the City Council within 20 days of this notice. If a person decides to appeal any decision made by the City Council with respect to any matter considered at the hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with Section 286.26, Florida Statutes, persons with disabilities needing special accommodations to participate in this meeting should contact the City Clerk at (239) 574-0411 at least 48 hours prior to the meeting.

The assessment for each unimproved property will be based upon its relative parcel area (expressed in "equivalent lot units" of 5,000 square feet) compared to other parcels in the respective assessment areas. The proposed lot mowing assessment rates for Fiscal Year 2025-26 are $70.48 per equivalent lot unit for District 1; $48.05 per equivalent lot unit for District 2; $51.44 per equivalent lot unit for District 3; and $44.63 per equivalent lot unit for District 4.

Additional information concerning the lot mowing assessments, the method of calculating the assessment for each parcel and the process by which property owners may elect out of the assessment is set forth in Chapter 9, Article V of the City Code of Ordinances and Resolution No. 204-25 adopted by the City Council on July 23, 2025 (the "Preliminary Rate Resolution"). Copies of the Preliminary Rate Resolution, together with the City's assessment procedure ordinance (codified in Chapter 17 of the City Code of Ordinances) and the proposed Lot Mowing Assessment Roll for Fiscal Year 2025-26 are available for inspection at the City Clerk's office, City Hall, located at 1015 Cultural Park Blvd, Cape Coral, Florida.

The assessments will be collected by the Lee County Tax Collector on the ad valorem tax bill to be mailed in November 2025, as authorized by Section 17-50 of the City Code and section 197.3632, Florida Statutes or by direct billing to affected property owners pursuant to Section 17-51 of the City Code. The lot mowing assessments are annual charges which will continue from year to year. Florida law provides that failure to pay the assessments will cause a tax certificate to be issued against the property which may result in a loss of title.

If you have any questions, please contact the Financial Services Department, Customer Billing Services Division at (239) 574-7722, Monday through Friday between 7:30 a.m. and 4:30 p.m.

Kimberly Bruns, CMC
City Clerk
City of Cape Coral, Florida

NP-42284396

APPENDIX B

DISTRICT 1 LOT MOWING ASSESSMENT AREA
DISTRICT 2 LOT MOWING ASSESSMENT AREA
DISTRICT 3 LOT MOWING ASSESSMENT AREA
DISTRICT 4 LOT MOWING ASSESSMENT AREA

AFFIDAVIT OF MAILING

BEFORE ME, the undersigned authority, personally appeared JOSUE MARTINEZ, who after being duly sworn, deposes and says:

1. I, JOSUE MARTINEZ, have been designated by the Lot Mowing Assessment Coordinator of the City of Cape Coral, Florida, to mail the notices required by Section 2.03 of Resolution 204-25 adopted by the Council of the City of Cape Coral, Florida, on July 23, 2025.

2. On or before August 6, 2025 I mailed, or directed the mailing of, a notice in accordance with Section 2.03 of Resolution 204-25 (the "Preliminary Rate Resolution") , Section 17-34 and Section 17-37 of the City Code of Ordinances, by first class mail, to each owner of property located within the City subject to the Lot Mowing Assessments contemplated by the Preliminary Rate Resolution, as reflected on, and at the address shown on the real property assessment tax roll maintained by the Lee County Property Appraiser for the purpose of the levy and collection of ad valorem taxes.

FURTHER AFFIANT SAYETH NOT.

Affiant

See Attached.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange

Subscribed and sworn to (or affirmed) before me on this 11th day of August, 2025, by Josue Martinez Castro,

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

SHARON ELIZABETH RODAS
Notary Public - California
Orange County
Commission # 2390150
My Comm. Expires Jan 10, 2026

(Seal)

Signature

APPENDIX C

FORM OF CERTIFICATE
OF NON-AD VALOREM ASSESSMENT ROLL

I HEREBY CERTIFY that I am the Mayor of the City of Cape Coral, Florida (the "City"); as such I have satisfied myself that all property included or includable on the non-ad valorem assessment roll for **Lot Mowing District 1, Lot Mowing District 2, Lot Mowing District 3, and Lot Mowing District 4** (the "Non-Ad Valorem Assessment Roll") is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I FURTHER CERTIFY that, in accordance with the Uniform Assessment Collection Act, this certificate and the herein described Non-Ad Valorem Assessment Roll will be delivered to the Lee County Tax Collector by September 15, 2025.

IN WITNESS WHEREOF, I have subscribed this certificate and directed the same to be delivered to the Lee County Tax Collector and made part of the above described Non-Ad Valorem Assessment Roll this _____ day of _____, 2025.

CITY OF CAPE CORAL, FLORIDA

By: _____
John Gunter, Mayor



LOT MOWING ASSESSMENT
FINAL RESOLUTION 240-25
AUGUST 27, 2025

Cape Coral FLORIDA

LOT MOWING ASSESSMENT

1. Introductory Resolution 204-25 was approved on July 23, 2025, authorizing the City to notice assessed property owners.

2. Notices were sent out the first week of August to assessed property owners in Cape Coral.

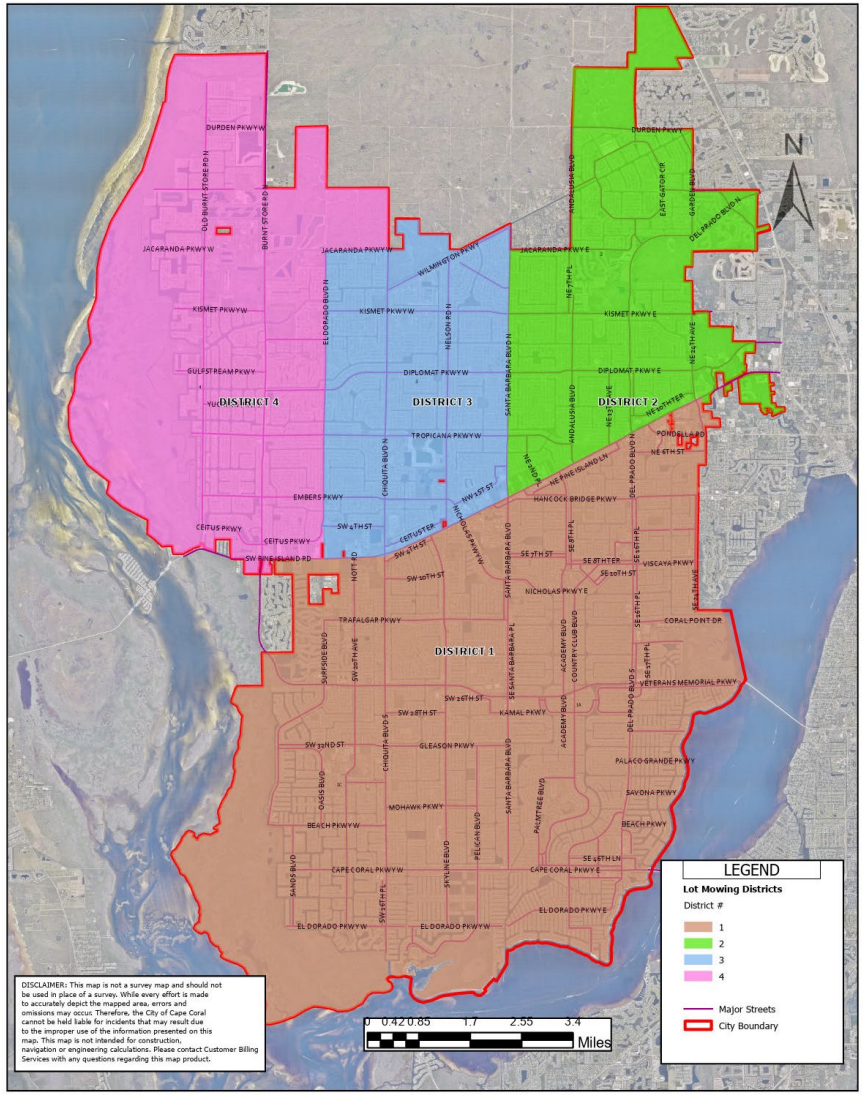
3. Resolution 240-25 represents the final resolution for Lot Mowing Fees.

LOT MOWING ASSESSMENT

1. Lots on program are mowed thirteen times a year
2. The program consists of vacant parcels in 4 districts
3. Program begins in February and continues through December
4. Includes Pepper Tree removal
5. Owl nest trimming begins in May and continues through January
6. Rates are calculated based on an Equivalent Lot Unit (5,000 SF)

Cape Coral FLORIDA

LOT MOWING DISTRICTS



LOT MOWING DISTRICTS

DATE CREATED: 07/09/2024
CREATED BY: H. GOYETTE

Annual Assessments

District	FY 2025 Rate Per Equivalent Lot Unit	FY 2026 Proposed Rate Per Equivalent Lot Unit	Change
District 1	$ 86.42	**$ 70.48**	($ 15.94)
District 2	$ 44.77	**$ 48.05**	$ 3.28
District 3	$ 47.32	**$ 51.44**	$ 4.12
District 4	$ 43.21	**$ 44.63**	$ 1.42

District 1 – Reduction is due to PY increase to finish Hurricane Ian cleanup

Cape Coral FLORIDA

Annual Assessment- Standard Parcel

District	FY 2025 Rate Per Equivalent Lot Unit	FY 2026 Proposed Rate Per Equivalent Lot Unit	Change
District 1	$ 172.84	**$ 140.96**	($ 31.88)
District 2	$ 89.54	**$ 96.10**	$ 6.56
District 3	$ 94.64	**$ 102.88**	$ 8.24
District 4	$ 86.42	**$ 89.26**	$ 2.84

Cape Coral FLORIDA

Thank you

Meeting Type City Council – Regular Meeting
Meeting Date August 27, 2025

Agenda Request Form
City of Cape Coral

Title
Resolution 241-25 Final Public Hearing

Ordinances and Resolutions
A Resolution of the Mayor and City Council of the City of Cape Coral, Florida, approving the Fiscal Year 2025-2026 Non-Ad Valorem Assessment Roll for Solid Waste Service Assessments; approving the Solid Waste Service Assessment rates for such Fiscal Year and providing for collection of the assessments pursuant to the Uniform Assessment Collection Act; providing for severability and providing for an effective date. (Brought forward by City Management)

Requested Action Approve or Deny

Summary Explanation and Background
Chapter 17 of the Code provides a uniform process for the imposition and annual administration of Assessments imposed to fund essential services and capital improvements, including the Solid Waste Service Assessments imposed by the City each year to fund solid waste collection and disposal services, facilities and programs within the City. The annual re-imposition of Solid Waste Service Assessments for each fiscal year is an equitable and efficient method of allocating and apportioning Solid Waste costs among parcels of assessed property.

The Assessment imposed provides an equitable method of funding the annual operating costs related to the collection of solid waste and disposal services by fairly and reasonably allocating such costs based on the special benefit derived by users.

Strategic Plan Alignment

Is this a Strategic Decision? YES
If No, will it harm the intent or success of the Strategic Plan? NO
If Yes, Priority Goals Supported are listed below:

- ☒ CITY SERVICES AND AMENITIES: DELIVER EXCEPTIONAL CITY SERVICES AND HIGH-QUALITY AMENITIES
- ☐ COMMUNICATION: CULTIVATE AN ENGAGED AND INFORMED COMMUNITY AND WORKFORCE
- ☐ ECONOMY, EDUCATION, AND WORKFORCE: CREATE A COMMUNITY OF PROSPEROUS RESIDENTS, THRIVING NEIGHBORHOODS, AND SUCCESSFUL BUSINESSES
- ☒ FISCAL SUSTAINABILITY: MAINTAIN A FINANCIALLY SOUND GOVERNMENT AND HIGH-PERFORMING ORGANIZATION
- ☐ INFRASTRUCTURE: INVEST IN RESILIENT INFRASTRUCTURE
- ☐ ENVIRONMENTAL SUSTAINABILITY: PRESERVE CAPE CORAL'S NATURAL RESOURCES FOR CURRENT AND FUTURE GENERATIONS

Is this a Consultant recommendation? NO
Is this contained in a Master Plan? NO

If yes to either question, please provide details of the name of Consultant or name of the Master Plan when applicable:

Recommendations

Approve Resolution 241-25

Source of Additional Information

Crystal Feast, Financial Services Director, cfeast@capecoral.gov, (239)574-0491

Fiscal Impact/Funding Sources(s)/Budget Consideration

Revenue generated from the approved rates will be included in the FY 2025-2026 Budget.

Will this action result in a Budget Amendment? NO

Prepared By Suzanne Lopez, Senior Administrative Specialist

RESOLUTION 241 – 25

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF CAPE CORAL, FLORIDA, APPROVING THE FISCAL YEAR 2025-2026 NON-AD VALOREM ASSESSMENT ROLL FOR SOLID WASTE SERVICE ASSESSMENTS; APPROVING THE SOLID WASTE SERVICE ASSESSMENT RATES FOR SUCH FISCAL YEAR AND PROVIDING FOR COLLECTION OF THE ASSESSMENTS PURSUANT TO THE UNIFORM ASSESSMENT COLLECTION ACT; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CAPE CORAL, FLORIDA, AS FOLLOWS:

SECTION 1. AUTHORITY. This Resolution is adopted pursuant to the provisions of Chapter 17 of the City of Cape Coral, Florida Code of Ordinances (the "Assessment Ordinance"), Sections 166.021, 166.041, and 197.3632, Florida Statutes and other applicable provisions of law, and City Resolution 205-25 (the "Preliminary Rate Resolution").

SECTION 2. DEFINITIONS. This resolution constitutes the Annual Rate Resolution, as defined in section 17-1 of the Assessment Ordinance, for Solid Waste Service Assessments for the Fiscal Year commencing October 1, 2025 (the "Fiscal Year 2025-2026"). All capitalized words and terms not otherwise defined herein shall have the meanings set forth in the Assessment Ordinance and the Preliminary Rate Resolution. Unless the context indicates otherwise, words imparting the singular number include the plural number, and vice versa.

SECTION 3. FINDINGS. It is hereby ascertained, determined and declared as follows:

(A) On July 23, 2025, the Mayor and City Council adopted the Preliminary Rate Resolution for Fiscal Year 2025-2026 which determined the estimated Solid Waste Cost to be assessed for Fiscal Year 2025-2026, established the assessment rates for such Fiscal Year and directed the Assessment Coordinator to update the Assessment Roll in accordance with such rates.

(B) The Assessment Ordinance provides for the adoption of a Preliminary Rate Resolution and an Annual Rate Resolution for each Fiscal Year approving, confirming or amending the Assessment Roll.

(C) The Mayor and City Council conducted a public hearing on August 27, 2025, to consider adoption of the Assessment Roll for Fiscal Year 2025-2026. Notice of such public hearing was published in accordance with Sections 17-33 and 17-37 of the Assessment Ordinance, proof of publication being attached hereto as Appendix A. Mailed notice of such public hearing was also provided in accordance with Section 17-34 of the Assessment Ordinance, an affidavit of mailing being attached hereto as Appendix B.

(D) This Annual Rate Resolution is adopted for purposes of approving the Solid Waste Service Assessment rates and certifying the Assessment Roll for Fiscal Year 2025-2026.

(E) The Assessments contemplated hereunder are imposed by the Mayor and City Council, not the Property Appraiser or Tax Collector. Any activity of the Property Appraiser or Tax Collector under the provisions of this Resolution shall be construed solely as ministerial.

(F) The legislative determinations and findings set forth in Section 3 of the Preliminary Rate Resolution are hereby ratified, confirmed and incorporated herein by reference.

SECTION 4. APPROVAL OF ASSESSMENT ROLL; COLLECTION OF ASSESSMENTS.

(A) The estimated Solid Waste Cost for Fiscal Year 2025-2026 is $37,150,052. The Assessment Roll for Fiscal Year 2025-2026, a copy of which is on file with the City Clerk and incorporated herein by reference, is hereby confirmed and approved based upon the rate of $384.25 per Dwelling Unit.

(B) The Assessment Coordinator is hereby authorized and directed to certify the foregoing Assessment Roll to the Tax Collector by no later than September 15, 2025 for collection on the November 2025 ad valorem property tax bill pursuant to the Uniform Assessment Collection Act.

(C) The Assessment Roll as delivered to the Tax Collector shall be accompanied by a Certificate of Non-Ad Valorem Assessment Roll in substantially the form attached hereto as Appendix C.

(D) Solid Waste Assessments shall constitute a lien upon Assessed Property equal in rank and dignity with the liens of all state, county, district or municipal taxes and other non-ad valorem assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other liens, titles and claims until paid.

SECTION 5. INTERIM ASSESSMENTS. An interim Solid Waste Assessment for Fiscal Year 2025-2026 shall be imposed against all property for which a certificate of occupancy is issued on or after October 1, 2025. The interim Solid Waste Assessment shall be deemed due and payable on the date such certificate of occupancy is issued. The amount of the interim Solid Waste Assessment shall be calculated by dividing the annual rate for the property approved hereunder for Fiscal Year 2025-2026 by twelve and multiplying that amount by the number of full calendar months remaining in such Fiscal Year. No certificate of occupancy shall be issued until full payment of the interim Solid Service Assessment is received by the City. Issuance of the certificate of occupancy by mistake or inadvertence, and without the payment in full of the interim Solid Waste Assessment, shall not relieve the owner of the property of the obligation of full payment. Any delinquency in payment of the interim Solid Waste Assessment may be included on the Assessment Roll for the forthcoming Fiscal Year and collected, together with any Solid Waste Assessment for such forthcoming Fiscal Year, pursuant to the Uniform Assessment Collection Act.

SECTION 6. SEVERABILITY. If any clause, section, or other part of this Resolution shall be held by any court of competent jurisdiction unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and in no way affects the validity of the other provisions in this Resolution.

SECTION 7. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CAPE CORAL, FLORIDA, AT THEIR REGULAR SESSION THIS _____ DAY OF _____, 2025.

_____
JOHN GUNTER, MAYOR

VOTE OF MAYOR AND COUNCILMEMBERS:

GUNTER	_____	LASTRA	_____
STEINKE	_____	KILRAINE	_____
LEHMANN	_____	LONG	_____
DONNELL	_____	KADUK	_____

ATTESTED TO AND FILED IN MY OFFICE THIS _____ DAY OF _____, 2025.

_____
KIMBERLY BRUNS
CITY CLERK

APPROVED AS TO FORM:

_____
ALEKSANDR BOKSNER
CITY ATTORNEY
res/Assessment – Residential Solid Waste Final

MM

APPENDIX A

PROOF OF PUBLICATION

LocaliQ
Florida
GANNETT

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Leslie Menapace
City Attorney's Office
City Of Cape Coral Clerks Off
Po Box 150027
Cape Coral FL 33915-0027

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the News-Press, a daily newspaper published at Fort Myers in Lee County, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of , was published on the publicly accessible website of Lee County, Florida, or in a newspaper by print in the issues of, on:

07/29/2025

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.
Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 07/29/2025

Legal Clerk

Notary, State of WI, County of Brown

8-21-26

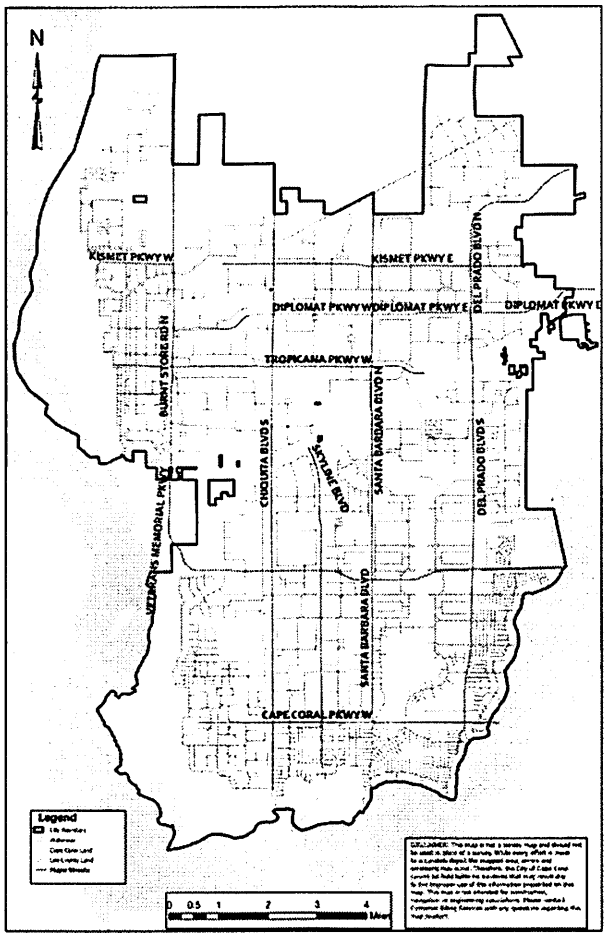
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NICOLE JACOBS
Notary Public
State of Wisconsin



CITY OF CAPE CORAL BOUNDARY

CITY OF CAPE CORAL,
FLORIDA
NOTICE OF HEARING
TO CONSIDER APPROVAL
OF SOLID WASTE
ASSESSMENT RATES
FOR FISCAL YEAR 2025-26

The City of Cape Coral (the "City") imposes non-ad valorem special assessments each year upon residential property throughout the City to fund the cost of providing solid waste collection and disposal services. Notice is hereby given that the City Council of the City (the "City Council") will conduct a public hearing to consider adoption of an annual assessment resolution establishing the solid waste assessment rates for the fiscal year commencing October 1, 2025 ("Fiscal Year 2025-26"). The hearing will be held at 4:00 p.m. on August 27, 2025, in Council Chambers, 1015 Cultural Park Boulevard, Cape Coral, Florida, for the purpose of receiving public comment on the proposed solid waste assessment rates and method of collection. All affected property owners have a right to appear at the hearing and to file written objections with the City Council within 20 days of this notice. If a person decides to appeal any decision made by the City Council with respect to any matter considered at the hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with Section 286.26, Florida Statutes, persons with disabilities needing special accommodations to participate in this meeting should contact the City Clerk at (239) 574-0411 at least 48 hours prior to the meeting.

The assessments will be computed by multiplying the number of dwelling units on each parcel by the rate of assessment plus any unpaid or delinquent charges for solid waste services that have not been previously billed on the tax bill. The proposed solid waste assessment rate for Fiscal Year 2025-26 is $384.25 per dwelling unit.

Additional information concerning the solid waste assessments and the method of calculating the assessment for each parcel is set forth in Resolution No. 205-25 adopted by the City Council on July 23, 2025 (the "Preliminary Rate Resolution"). Copies of the Preliminary Rate Resolution, together with the City's assessment procedure ordinance (codified in Chapter 17 of the City Code of Ordinances) and the proposed Solid Waste Assessment Roll for Fiscal Year 2025-26 are available for inspection at the City Clerk's office, City Hall, located at 1015 Cultural Park Blvd, Cape Coral, Florida.

The assessments will be collected by the Lee County Tax Collector on the ad valorem tax bill to be mailed in November 2025, as authorized by Section 17-50 of the City Code and section 197.3632, Florida Statutes or by direct billing to affected property owners pursuant to Section 17-51 of the City Code. The solid waste assessments are annual charges which will continue from year to year. Florida law provides that failure to pay the assessments will cause a tax certificate to be issued against the property which may result in a loss of title.

If you have any questions, please contact the Financial Services Department, Customer Billing Services Division at (239) 574-7722, Monday through Friday between 7:30 a.m. and 4:30 p.m.

Kimberly Bruns, CMC
City Clerk
City of Cape Coral, Florida

NP-42284144

APPENDIX B

SOLID WASTE ASSESSMENT
AFFIDAVIT OF MAILING

BEFORE ME, the undersigned authority, personally appeared JOSUE MARTINEZ, who after being duly sworn, deposes and says:

1. I, JOSUE MARTINEZ, have been designated by the Solid Waste Assessment Coordinator of the City of Cape Coral, Florida, to mail the notices required by Section 8 of Resolution 205-25 adopted by the Council of the City of Cape Coral, Florida, on July 23, 2025.

2. On or before August 6, 2025 I mailed, or directed the mailing of, a notice in accordance with Section 8 of Resolution 205-25 (the "Preliminary Rate Resolution"), Section 17-34 and Section 17-37 of the City Code of Ordinances, by first class mail, to each owner of property located within the City subject to the Solid Waste Assessments contemplated by the Preliminary Rate Resolution, as reflected on, and at the address shown on the real property assessment tax roll maintained by the Lee County Property Appraiser for the purpose of the levy and collection of ad valorem taxes.

FURTHER AFFIANT SAYETH NOT.

Affiant

Please See Attached.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange

Subscribed and sworn to (or affirmed) before me on this 11th day of August, 2025, by Josue Martinez Castro

_____,

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

SHARON ELIZABETH RODAS
Notary Public - California
Orange County
Commission # 2390150
My Comm. Expires Jan 10, 2026

(Seal)

Signature _____

APPENDIX C

FORM OF CERTIFICATE
OF NON-AD VALOREM ASSESSMENT ROLL

I HEREBY CERTIFY that I am the Mayor of the City of Cape Coral, Florida (the "City"); as such I have satisfied myself that all property included or includable on the non-ad valorem assessment roll for **Solid Waste Services** (the "Non-Ad Valorem Assessment Roll") for the City are properly assessed so far as I have been able to ascertain, and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I FURTHER CERTIFY that, in accordance with the Uniform Assessment Collection Act, this certificate and the herein described Non-Ad Valorem Assessment Roll will be delivered to the Lee County Tax Collector by September 15, 2025.

IN WITNESS WHEREOF, I have subscribed this certificate and directed the same to be delivered to the Lee County Tax Collector and made part of the above described Non-Ad Valorem Assessment Roll this _____ day of _____, 2025.

CITY OF CAPE CORAL, FLORIDA

By: _____
John Gunter, Mayor



RESIDENTIAL SOLID WASTE ASSESSMENT
FINAL RESOLUTION 241-25
AUGUST 27, 2025

Cape Coral FLORIDA

Changes in FY 2026 Solid Waste Rates

1. Introductory Resolution 205-25 was approved on July 23, 2025, authorizing the City to notice assessed property owners.
2. Notices were sent out in the first week August to assessed property owners.
3. Resolution 241-25 represents the final resolution for the Solid Waste Assessment.

Changes in FY 2026 Solid Waste Rates

1. Waste Pro will receive a 1.66% CPI increase

2. Lee County Solid Waste Division approved a 3.65% increase in disposal fees for MSW Gate Fee, Horticulture, C&D and Class III

Annual Residential Rates

Assessment Calculation Per Dwelling Unit	FY 2025 Adopted	Proposed FY 2026	Increase
Collection Services – Waste Pro	$ 164.52	$ 167.28	$ 2.76
Disposal Fees- Lee County	$ 87.21	$ 89.39	$ 2.18
Cape Coral Operating & Personnel Costs	$ 78.70	$ 110.34	$ 31.64
Tax Collector Cost	$ 1.50	$ 1.87	$ 0.37
Statutory Discount Recovery	$ 13.83	$ 15.37	$ 1.54
Total Assessment Per Dwelling Unit	$ 345.76	**$ 384.25**	$ 38.49

Cape Coral FLORIDA

Thank you

Meeting Type City Council – Regular Meeting
Meeting Date August 27, 2025

Agenda Request Form
City of Cape Coral

Title
Resolution 243-25 Final Public Hearing

Ordinances and Resolutions
A Resolution of the Mayor and City Council of the City of Cape Coral, Florida, approving the Fiscal Year 2025-2026 Non-Ad Valorem Assessment Roll for Fire Protection Assessments; approving the Fire Protection Assessment rates for such fiscal year and providing for the collection of the assessments pursuant to the Uniform Assessment Collection Act; providing for hardship deferrals; establishing an administrative petition procedure regarding the number of Tier 2 equivalent benefit units attributed to tax parcels; providing for severability and providing for an effective date. (Brought forward by City Management)

Requested Action Approve or Deny

Summary Explanation and Background
The Fire Service Assessment was established in 2014 and provides a dedicated funding source for the costs of fire protection services and facilities for each ensuing fiscal year. Chapter 17 of the City Code provides a uniform process for the imposition and annual administration of Assessments imposed to fund essential services and capital improvements, including the assessments imposed by the City each year.

The Assessment imposed provides an equitable method of funding the annual costs related to fire protection services by fairly and reasonably allocating such costs based on the special benefit derived.

Strategic Plan Alignment

Is this a Strategic Decision? YES
If No, will it harm the intent or success of the Strategic Plan? YES
If Yes, Priority Goals Supported are listed below:

- ☒ CITY SERVICES AND AMENITIES: DELIVER EXCEPTIONAL CITY SERVICES AND HIGH-QUALITY AMENITIES
- ☐ COMMUNICATION: CULTIVATE AN ENGAGED AND INFORMED COMMUNITY AND WORKFORCE
- ☐ ECONOMY, EDUCATION, AND WORKFORCE: CREATE A COMMUNITY OF PROSPEROUS RESIDENTS, THRIVING NEIGHBORHOODS, AND SUCCESSFUL BUSINESSES
- ☒ FISCAL SUSTAINABILITY: MAINTAIN A FINANCIALLY SOUND GOVERNMENT AND HIGH-PERFORMING ORGANIZATION
- ☐ INFRASTRUCTURE: INVEST IN RESILIENT INFRASTRUCTURE
- ☐ ENVIRONMENTAL SUSTAINABILITY: PRESERVE CAPE CORAL'S NATURAL RESOURCES FOR CURRENT AND FUTURE GENERATIONS

Is this a Consultant recommendation? NO
Is this contained in a Master Plan? NO

If yes to either question, please provide details of the name of Consultant or name of the Master Plan when applicable:

Recommendations

Approve Resolution 243-25

Source of Additional Information

Crystal Feast, Financial Services Director, cfeast@capecoral.gov, (239)574-0491

Fiscal Impact/Funding Sources(s)/Budget Consideration

Revenue generated from the approved rates will be included in the FY 2025-2026 Budget.

Will this action result in a Budget Amendment? NO

Prepared By Suzanne Lopez, Senior Administrative Specialist

RESOLUTION 243 - 25

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF CAPE CORAL, FLORIDA, APPROVING THE FISCAL YEAR 2025-2026 NON-AD VALOREM ASSESSMENT ROLL FOR FIRE PROTECTION ASSESSMENTS; APPROVING THE FIRE PROTECTION ASSESSMENT RATES FOR SUCH FISCAL YEAR AND PROVIDING FOR COLLECTION OF THE ASSESSMENTS PURSUANT TO THE UNIFORM ASSESSMENT COLLECTION ACT; PROVIDING FOR HARDSHIP DEFERRALS; ESTABLISHING AN ADMINISTRATIVE PETITION PROCEDURE REGARDING THE NUMBER OF TIER 2 EQUIVALENT BENEFIT UNITS ATTRIBUTED TO TAX PARCELS; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CAPE CORAL, FLORIDA, AS FOLLOWS:

SECTION 1. AUTHORITY. This Resolution is adopted pursuant to Chapter 17 of the City of Cape Coral, Florida, Code of Ordinances (the "Assessment Ordinance"), Sections 166.021, 166.041, and 197.3632, Florida Statutes and other applicable provisions of law, and City Resolution 30-13 (the "Initial Assessment Resolution"), Resolution 32-13 (the "Final Assessment Resolution"), Resolution 56-13 (the "Supplemental Resolution"), and Resolution 206-25 (the "Preliminary Rate Resolution") (collectively, the "Assessment Resolutions").

SECTION 2. DEFINITIONS. This resolution constitutes the Annual Rate Resolution, as defined in section 17-1 of the Code, for Fire Protection Assessments (also referred to herein as "Fire Service Assessments") for the Fiscal Year commencing October 1, 2025 (the "Fiscal Year 2025-2026"). All capitalized words and terms not otherwise defined herein shall have the meanings set forth in the Assessment Ordinance and the Assessment Resolutions. Unless the context indicates otherwise, words imparting the singular number include the plural number, and vice versa.

SECTION 3. FINDINGS. It is hereby ascertained, determined and declared as follows:

(A) The Mayor and City Council adopted the Assessment Resolutions to impose and collect annual Fire Protection Assessments to fund a portion of the costs incurred by the City each year in providing fire services, facilities and programs.

(B) On July 23, 2025, the Mayor and City Council adopted the Preliminary Rate Resolution for Fiscal Year 2025-2026 which determined the estimated Fire Protection Assessed Cost to be assessed for Fiscal Year 2025-2026, established the assessment rates for such Fiscal Year and directed the Assessment Coordinator to update the Assessment Roll in accordance with such rates.

(C) The Assessment Ordinance provides for the adoption of a Preliminary Rate Resolution and an Annual Rate Resolution for each Fiscal Year approving, confirming or amending the Assessment Roll.

(D) The Mayor and City Council conducted a public hearing on August 27, 2025, to consider adoption of the Assessment Roll for Fiscal Year 2025-2026. Notice of such public hearing was published in accordance with Sections 17-33 and 17-37 of the Assessment Ordinance, proof of publication being attached hereto as Appendix A. Notice of such public hearing was also in accordance with Section 17-34 of the Assessment Ordinance, an affidavit of mailing being attached hereto as Appendix B.

(F) This Annual Rate Resolution is adopted for purposes of approving the Fire Protection Assessment rates and certifying the Assessment Roll for Fiscal Year 2025-2026.

(G) The Assessments contemplated hereunder are imposed by the Mayor and City Council, not the Property Appraiser or Tax Collector. Any activity of the Property Appraiser or Tax Collector under the provisions of this Resolution shall be construed solely as ministerial.

(H) The legislative determinations and findings set forth in the Assessment Resolutions and Section 3 of the Preliminary Rate Resolution are hereby ratified, confirmed and incorporated herein by reference.

SECTION 4. APPROVAL OF ASSESSMENT ROLL; COLLECTION OF ASSESSMENTS.

(A) The estimated Fire Protection Assessed Cost for Fiscal Year 2025-2026 is $68,413,480. The Assessment Roll for Fiscal Year 2025-2026, a copy of which is on file with the City Clerk and incorporated herein by reference, is hereby confirmed and approved based upon a Tier 1 rate of $349.32 per parcel and a Tier 2 rate of $3.47 per EBU.

(B) The Assessment Coordinator is hereby authorized and directed to certify the foregoing Assessment Roll to the Tax Collector by no later than September 15, 2025 for collection on the November 2025 ad valorem property tax bill pursuant to the Uniform Assessment Collection Act.

(C) The Assessment Roll as delivered to the Tax Collector shall be accompanied by a Certificate of Non-Ad Valorem Assessment Roll in substantially the form attached hereto as Appendix C.

(D) Fire Protection Assessments shall constitute a lien upon Assessed Property equal in rank and dignity with the liens of all state, county, district or municipal taxes and other non-ad valorem assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other liens, titles and claims until paid.

SECTION 5. HARDSHIP DEFERRAL.

(A) City Resolution 47-14 established a hardship deferral program whereby qualified property owners may defer payments for special assessments, legacy assessments and fees. Section 1.F.5. thereof provides that applications for hardship deferral shall be submitted no later than April 15th of the year for which a deferral is sought, unless the Mayor and City Council approve a different deadline for a particular assessment. The procedure for submission and approval of the hardship deferral application shall be as set forth in Resolution 47-14 with the exception that the Assessment Coordinator shall be responsible for reviewing all hardship deferral applications.

(B) A property owner whose application for hardship deferral is denied by the Assessment Coordinator for failure to meet the requirements for hardship deferral as set forth in Resolution 47-14 shall be advised of his or her right to seek review of the denied application as follows:

(1) If a City staff member other than the City Manager acted as the Assessment Coordinator, a property owner wishing to contest the denial of a hardship deferral application shall have ten (10) business days from the date of receipt of the written denial of his or her hardship deferral application in which to request, in writing, a review by the City Manager of such denial and shall provide staff with any evidence or documents the owner deems relevant to the review. The City Manager shall review such relevant evidence or documents and shall either approve or deny the hardship application. If the City Manager denies the application, an owner shall have ten (10) business days from the date of receipt of the City Manager's written denial in which to request, in writing, an appeal hearing before the Mayor and City Council. The Mayor and City Council, in hearing an appeal, shall not consider any evidence or documents that were not previously provided to the staff or the City Manager for review.

(2) If the City Manager acted as the Assessment Coordinator, a property owner wishing to contest the denial of a hardship deferral application shall have ten (10) business days from the date of receipt of the written denial in which to request, in writing, an appeal hearing before the Mayor and City Council. The Mayor and City Council, in hearing an appeal, shall not consider any evidence or documents that were not previously provided to the staff or the City Manager for review.

SECTION 6. ADMINISTRATIVE PETITION PROCEDURE. The following administrative procedure shall be available to the Owner of any Tax Parcel subject to Tier 2 of the Fire Protection Assessment who wishes to petition the City for an adjustment of the number of Tier 2 EBUs attributed to such parcel:

(A) Petitions Considered Solely By City. As set forth above, the Fire Protection Assessments are imposed by the Mayor and City Council, not the Property Appraiser or Tax Collector, and any activity of the Property Appraiser or Tax Collector under the provisions of this Resolution shall be construed solely as ministerial. Any petition for the adjustment of a Fire Protection Assessment in accordance with the administrative procedure set forth herein shall be submitted to, and considered and processed solely by, the City. The granting of any petition for adjustment hereunder shall be premised upon the acknowledgment of the Owner of the affected Tax Parcel that such adjustment shall have no impact or bearing upon the value attributed to such Tax Parcel by the Property Appraiser for purposes of ad valorem taxation.

(B) Petition; Burden of Proof. The Owner shall file a written petition with the Assessment Coordinator requesting an adjustment to the number of Tier 2 EBUs attributed to the affected Tax Parcel and therefore a reduction in the proposed or adopted Fire Protection Assessment imposed against such parcel. The petition shall be filed on a form promulgated by the Assessment Coordinator and shall include as an attachment (i) an appraisal for the affected Tax Parcel as to its market value prepared within thirty (30) days of the petition by a real estate appraiser licensed or certified under Chapter 475, Part II, Florida Statues, and (ii) any other documents and other evidence supporting the Owner's request for an adjustment. Additional evidence may be submitted during the petition review process if requested by the City. Upon verification that the petition has been duly completed, the City will render a decision to grant or deny the petition, in whole or in part, based upon the terms and conditions set forth herein. The burden of proof to substantiate any request for an adjustment shall be on the Owner.

(C) Filing Deadline. A petition must be filed within twenty (20) days of the Mayor and City Council's adoption of an Annual Rate Resolution approving the Assessment Roll for the forthcoming Fiscal Year. Petitions received after the filing deadlines will, at the City's discretion, be returned or processed for purposes of applying to subsequent Fiscal Years.

(D) Multiple Petitions For Same Tax Parcel Barred. An Owner shall be limited to one petition per Tax Parcel unless otherwise authorized by this section. Once a final determination is made on the petition by the City, subsequent petitions for the subject parcel shall be barred unless the Owner can demonstrate that there are changed material circumstances affecting the subject parcel that warrant a re-evaluation of the Fire Protection Assessment by the City.

(E) Authorized Adjustments. On a case-by-case basis, the City shall consider petitions seeking an adjustment to Tier 2 of the Fire Protection Assessment for the forthcoming Fiscal Year. Any adjustment authorized by the City must be supported by competent substantial evidence supporting the reasonable conclusion that the number of EBUs attributed to the affected Tax Parcel for Tier 2 is lower than that determined by the City. The following conditions shall apply to any reduction in the number of EBUs attributed to the subject Tax Parcel:

(1) The appraisal submitted with the petition shall indicate the fair market value attributed to the affected Tax Parcel by the appraiser and identify the dollar amount thereof reflecting the value of the land. The proposed number of Tier 2 EBUs shall be determined by rounding the Structure Value only down to the nearest $5,000 increment and then dividing by $5,000. If the proposed number of Tier 2 EBUs is lower than that attributed to the Tax Parcel through application of the market value information associated with the most recently certified Tax Roll, then the Assessment Coordinator is authorized to utilize the proposed number of EBUs in determining the Tier 2 component of the Fire Protection Assessment for that parcel.

(2) Reductions in the number of EBUs shall not apply retroactively.

(3) Reductions in the number of EBUs which result from demolition or removal of a portion of the improvements and structures previously situated upon the affected Tax Parcel must be premised upon information in the appraisal attached to the petition as to the effective date of the reduced value, and any credit or refund in the Fire Protection Assessment resulting from the petition may be pro-rated accordingly.

(4) The City may consider other unique circumstances provided said circumstances do not create an inequitable situation with other similarly situated Owners and are not inconsistent with the provisions of the Assessment Ordinance or the Initial Assessment Resolution.

(5) The costs associated with any adjustments authorized hereunder shall be paid with legally available funds of the City other than the proceeds of the Fire Protection Assessments paid by other property owners. The Fire Protection Assessment imposed against other parcels shall not be increased in order to fund any adjustments authorized hereunder.

(F) Decision Making; Binding Effect of Decision. The Assessment Coordinator is authorized to render decisions under the administrative procedure set forth in this Resolution which shall be made in writing. The Assessment Coordinator's decision shall be deemed final unless proper steps shall be initiated to secure relief from the written decision as follows:

(1) If a City staff member other than the City Manager acted as the Assessment Coordinator, a property owner wishing to contest the number of EBUs attributed to the subject Tax Parcel shall have ten (10) business days from the date of receipt of the written decision by the Assessment Coordinator in which to request, in writing, a review by the City Manager of the number of EBUs attributed to the subject Tax Parcel and shall provide staff with any evidence or documents the owner deems relevant to the review. The City Manager shall review such relevant evidence or documents and shall either affirm the decision of the Assessment Coordinator or adjust the number of EBUs attributed to the subject Tax Parcel. If the City Manager affirms the decision of the Assessment Coordinator, an owner shall have ten (10) business days from the date of receipt of the City Manager's written decision in which to request, in writing, an appeal hearing before the Mayor and City Council. The Mayor and City Council, in hearing an appeal, shall not consider any evidence or documents that were not previously provided to the staff or the City Manager for review.

(2) If the City Manager acted as the Assessment Coordinator, a property owner wishing to contest the number of EBUs attributed to the subject Tax Parcel shall have ten (10) business days from the date of receipt of the written decision in which to request, in writing, an appeal hearing before the Mayor and City Council. The Mayor and City Council, in hearing an appeal, shall not consider any evidence or documents that were not previously provided to the staff or the City Manager for review.

(G) Application of Decisions In Subsequent Years. Final determinations made by the City on petitions which are approved shall be binding for no more than two (2) consecutive Fiscal Years unless changed material circumstances occur which would affect the subject parcel and warrant a re-evaluation by the City of the Fire Protection Assessment imposed or not imposed on the parcel. Such material circumstances may include, but are not limited to, changes in law or termination or amendment of the unique circumstance justifying the adjustment previously approved by the City.

(H) Refund If Necessary. To the extent that a final decision made on any petition hereunder requires a refund of a Fire Protection Assessment paid by the Owner, the Assessment Coordinator is authorized to process said refund within thirty (30) days of the date that the final decision becoming effective.

(I) Reservation of Rights. Notwithstanding anything herein to the contrary, the City Council reserves the right and ability in the future to impose Fire Protection Assessments against any parcel granted an adjustment hereunder in the full amount determined in accordance with the methodology approved in the Initial Assessment Resolution, to the extent permitted by law or otherwise in the event required or directed to do so by a court of competent jurisdiction.

(J) Material Change in Condition of Improvements. The petition procedure set forth herein is primarily intended for those circumstances in which there has been no material change in the condition of the Improvements situated upon the Tax Parcel since the preceding January 1 (which is the effective date of valuation for the imposition of ad valorem taxes), but the Owner disagrees with the value attributed to those Improvements by the City for purposes of calculating Tier 2 of the Fire Protection Assessments. For circumstances involving damage, demolition, clearing or other material changes in the condition of the Improvements situated upon a Tax Parcel, the following conditions shall apply:

(1) The Owner of a Tax Parcel may submit a petition at any time based upon competent, substantial evidence of a material change in the condition of the Improvements since the immediately preceding October 1. The petition must be accompanied by an

appraisal for the affected Tax Parcel as to its market value prepared by a real estate appraiser licensed or certified under Chapter 475, Part II, Florida Statues; provided, however, that no appraisal shall be necessary in those circumstances where (1) the Owner presents evidence that all of the Improvements situated or constructed upon the subject Tax Parcel have been cleared or demolished in their entirety, and (2) City staff can reasonably verify such clearing or demolition. The petition shall indicate the date upon which the material change occurred. If no evidence is presented regarding the date the material change occurred, then the change will be assumed to have occurred as of the date of the petition.

(2) The Fire Protection Assessments are imposed on a Fiscal Year basis to fund fire protection services, facilities and programs for the forthcoming Fiscal Year, and an adjustment in the number of Tier 2 EBUs attributed to the property based on a material change in the condition of the Improvements may be pro-rated among the applicable Fiscal Year. Example: all of the Improvements associated with a given Tax Parcel are cleared or demolished as of March 31, 2025. If the petition submitted by the Owner is approved, then the number of Tier 2 EBUs would be reduced to zero as of March 31, 2025, and the Owner would receive a refund equal to fifty percent (50%) of the Tier 2 amount paid for Fiscal Year 2025-2026.

(3) Final determinations made by the City on petitions regarding material changes in the condition of Improvements shall be applicable only for the then-current Fiscal Year as well as prior Fiscal Years if the circumstances described in the petition so warrant.

(4) For purposes hereof, a decrease in the value of Improvements equal to or in excess of twenty percent (20%) of the market value of such Improvements shall constitute prima facie evidence of a "material" change in the condition of Improvements.

(5) All other provisions, procedure and terms of this Section 6 shall apply to petitions for adjustment based on a material change in the condition of Improvements.

SECTION 7. INTERIM ASSESSMENTS. The Mayor and City Council may determine, in their sole discretion, whether to impose an interim Fire Protection Assessment for Fiscal Year 2025-2026 against all property for which a certificate of occupancy is issued on or after October 1, 2025. Such determination shall be made by approving vote of the Mayor and City Council subsequent to adoption of this Resolution, in which case the interim Fire Protection Assessment shall be deemed due and payable on the date such certificate of occupancy is issued. The amount of the interim Fire Protection Assessment shall be calculated by dividing the annual rate for the property approved hereunder for Fiscal Year 2025-2026 by twelve and multiplying that amount by the number of full calendar months remaining in such Fiscal Year. In the event interim Fire Protection Assessments are imposed, no certificate of occupancy shall be issued until full payment of the interim Fire Protection Assessment is received by the City. Issuance of the certificate of occupancy by mistake or inadvertence, and without the payment in full of the interim Fire Protection Assessment, shall not relieve the owner of the property of the obligation of full payment. Any delinquency in payment of the interim Fire Protection Assessment may be included on the Assessment Roll for the forthcoming Fiscal Year and collected, together with any Fire Protection Assessment for such forthcoming Fiscal Year, pursuant to the Uniform Assessment Collection Act.

SECTION 8. SEVERABILITY. If any clause, section, or other part of this Resolution shall be held by any court of competent jurisdiction unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and in no way affects the validity of the other provisions in this Resolution.

SECTION 9. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CAPE CORAL, FLORIDA, AT THEIR REGULAR SESSION THIS _____ DAY OF _____, 2025.

_____

JOHN GUNTER, MAYOR

VOTE OF MAYOR AND COUNCILMEMBERS:

GUNTER	_____	LASTRA	_____
STEINKE	_____	KILRAINE	_____
LEHMANN	_____	LONG	_____
DONNELL	_____	KADUK	_____

ATTESTED TO AND FILED IN MY OFFICE THIS _____ DAY OF _____, 2025.

_____
KIMBERLY BRUNS
CITY CLERK

APPROVED AS TO FORM:

_____
ALEKSANDR BOKSNER
CITY ATTORNEY
res/Assessments – Fire Service Final 2025

APPENDIX A

PROOF OF PUBLICATION

LocaliQ
Florida
GANNETT

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Leslie Menapace
City Attorney's Office
City Of Cape Coral Clerks Off
Po Box 150027
Cape Coral FL 33915-0027

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the News-Press, a daily newspaper published at Fort Myers in Lee County, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of , was published on the publicly accessible website of Lee County, Florida, or in a newspaper by print in the issues of, on:

07/29/2025

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.
Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 07/29/2025

Legal Clerk

Notary, State of WI, County of Brown

8-21-26

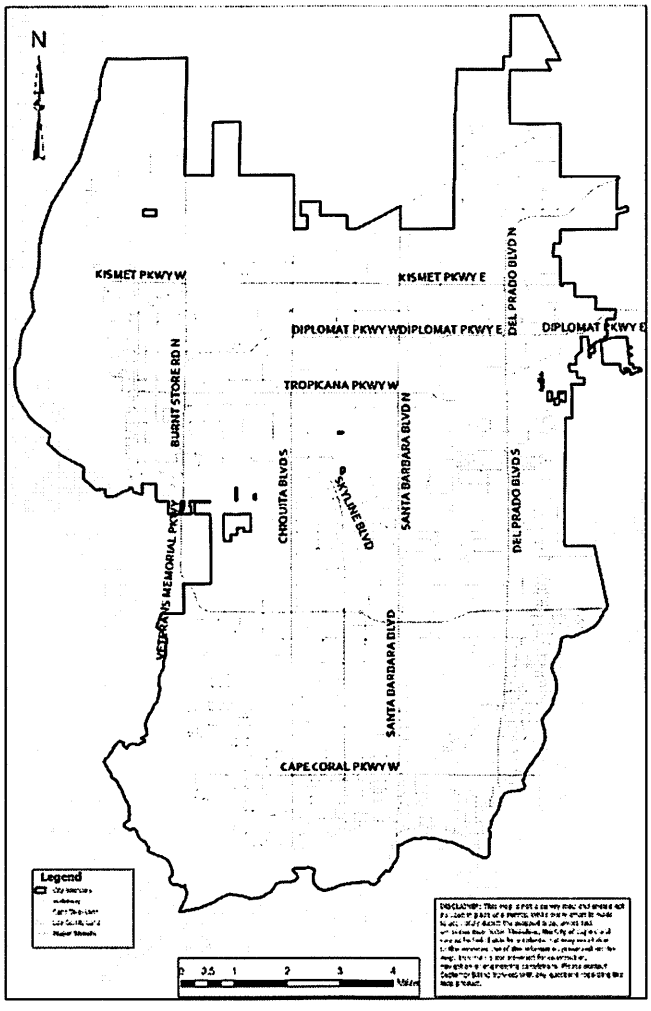
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Publication Cost:	$140.26	
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THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

NICOLE JACOBS
Notary Public
State of Wisconsin



CITY OF CAPE CORAL BOUNDARY

LAST UPDATE: 4/21/2020
CREATED BY: H. LAFRANCE

CITY OF CAPE CORAL, FLORIDA
NOTICE OF PUBLIC HEARING
TO CONSIDER APPROVAL OF FIRE ASSESSMENT RATES
FOR FISCAL YEAR 2025-26

The City of Cape Coral (the "City") imposes non-ad valorem special assessments on real property throughout the City each year to fund the provision of fire protection services and facilities. Notice is hereby given that the City Council of the City (the "City Council") will conduct a public hearing to consider adoption of an annual assessment resolution establishing the fire assessment rates for the fiscal year commencing October 1, 2025 ("Fiscal Year 2025-26"). The hearing will be held at 4:00 p.m. on August 27, 2025, in Council Chambers, 1015 Cultural Park Boulevard, Cape Coral, Florida, for the purpose of receiving public comment on the proposed fire assessment rates and method of collection. All affected property owners have a right to appear at the hearing and to file written objections with the City Council within 20 days of this notice. If a person decides to appeal any decision made by the City Council with respect to any matter considered at the hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with Section 286.26, Florida Statutes, persons with disabilities needing special accommodations to participate in this meeting should contact the City Clerk at (239) 574-0411 at least 48 hours prior to the meeting.

The assessment for each parcel of property will be based upon a two-tiered methodology pursuant to which a portion of the costs attributable to the City's continual readiness to provide fire protections services will be shared equally among all tax parcels on a per parcel basis (Tier 1), and a portion of the remaining costs will be shared in accordance with the value of improvements or structures associated with each parcel, with each $5,000 increment of structure value comprising an equivalent benefit unit or "EBU" (Tier 2). The proposed fire assessment rates for Fiscal Year 2025-26 are $349.32 per tax parcel for Tier 1 and $3.47 per EBU for Tier 2.

Additional information concerning the fire assessments and the method of calculating the assessment for each parcel is set forth in Resolution No. 206-25 adopted by the City Council on July 23, 2025 (the "Preliminary Rate Resolution"). Copies of the Preliminary Rate Resolution, together with the City's assessment procedure ordinance (codified in Chapter 17 of the City Code of Ordinances) and the proposed Fire Assessment Roll for Fiscal Year 2025-26 are available for inspection at the City Clerk's office, City Hall, located at 1015 Cultural Park Blvd, Cape Coral, Florida.

The assessments will be collected either by the ad valorem tax bill to be mailed by the Lee County Tax Collector in November 2025, as authorized by Section 17-50 of the City Code and section 197.3632, Florida Statutes, or by direct billing to affected property owners pursuant to Section 17-51 of the City Code. The fire assessments are annual charges which will continue from year to year. Florida law provides that failure to pay assessments collected on the ad valorem tax bill will cause a tax certificate to be issued against the property which may result in a loss of title.

If you have any questions, please contact the Financial Services Department, Customer Billing Services Division at (239) 574-7722, Monday through Friday between 7:30 a.m. and 4:30 p.m.

Kimberly Bruns, CMC
City Clerk
City of Cape Coral, Florida

NP-42284170

FIRE PROTECTION ASSESSMENT
AFFIDAVIT OF MAILING

BEFORE ME, the undersigned authority, personally appeared Josue Martinez, who after being duly sworn, deposes and says:

1. I, Josue Martinez, have been designated by the Fire Protection Assessment Coordinator of the City of Cape Coral, Florida, to mail the notices required by Section 8 of Resolution 206-25 adopted by the Council of the City of Cape Coral, Florida, on July 23, 2025.

2. On or before August 6, 2025, I facilitated and directed the mailing of notice in accordance with Section 8 of City Resolution No. 206-25 (the "Preliminary Rate Resolution"), Section 17-34 and Section 17-37 of the City Code of Ordinances, by first class mail, to each owner of real property located within the City subject to the Fire Protection Assessments contemplated by the Preliminary Rate Resolution, as reflected on, and at the addresses then shown on, the real property assessment tax roll database maintained by the Lee County Property Appraiser for the purpose of the levy and collection of ad valorem taxes.

FURTHER AFFIANT SAYETH NAUGHT.

Affiant

See Attached

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange

Subscribed and sworn to (or affirmed) before me on this 11th day of August, 2025, by Josue Martinez Castro

_____,

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

SHARON ELIZABETH RODAS
Notary Public - California
Orange County
Commission # 2390150
My Comm. Expires Jan 10, 2026

(Seal)

Signature _____

APPENDIX C

FORM OF CERTIFICATE
OF NON-AD VALOREM ASSESSMENT ROLL

I HEREBY CERTIFY that I am the Mayor of the City of Cape Coral, Florida (the "City"); as such I have satisfied myself that all property included or includable on the non-ad valorem assessment roll for **Fire Protection Services** (the "Non-Ad Valorem Assessment Roll") for the City are properly assessed so far as I have been able to ascertain, and that all required extension on the above-described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I FURTHER CERTIFY that, in accordance with the Uniform Assessment Collection Act, this certificate and the herein described Non-Ad Valorem Assessment Roll will be delivered to the Lee County Tax Collector by September 15, 2025.

IN WITNESS WHEREOF, I have subscribed this certificate and directed the same to be delivered to the Lee County Tax Collector and made part of the above described Non-Ad Valorem Assessment Roll this _____ day of _____, 2025.

CITY OF CAPE CORAL, FLORIDA

By: _____
John Gunter, Mayor



FIRE PROTECTION ASSESSMENT
FINAL RESOLUTION 243-25
AUGUST 27, 2025

Cape Coral
FLORIDA

Fire Protection Assessment

1. Introductory Resolution 206-25 was approved on July 23, 2025, authorizing the City to notice assessed property owners.

A. Notices were sent out first week of August to assessed property owners.

B. Resolution 243-25 represents the final resolution for Fire Protection Assessment.

Fire Protection Assessment

Purpose- provides a dedicated funding source for the cost of fire protection services and facilities for the upcoming fiscal year

Assessment is based on a two-tiered methodology:

- Tier 1- all parcels (including vacant) share in the cost of readiness to protect – this is a fixed assessment
- Tier 2- improved parcels only; based on structure value (not taxable value) expressed as Equivalent Benefit Units (EBUs)

Cape Coral FLORIDA

Assessment Calculation- 81% Recovery

Calculation Review	FY2025 Adopted	FY 2026 – 81% Cost Recovery	Change	% Change
Assessment	$54,645,671	$68,413,480	$13,767,809	25.19%
Tier 1 Allocation – 70.00%	$38,251,970	$47,889,436	$9,637,466	25.19%
Tier 2 Allocation - 30.00%	$16,393,701	$20,524,044	$4,130,343	25.19%
Total Assessment Revenue	$54,645,671	$68,413,480	$13,767,809	25.19%
Tier 1 Allocation	$38,251,970	$47,889,436	$9,637,466	25.19%
Total Assessable Parcels *	137,184	137,093	-91	-0.066%
Tier 1 Rate Per Parcel	**$278.84**	**$349.32**	**$70.48**	**25.28%**
Tier 2 Allocation	$16,393,701	$20,524,044	$4,130,343	25.19%
Structure EBUs	5,342,765	5,918,670	575,905	10.78%
Tier 2 Rate per EBU	**$3.07**	**$3.47**	**$0.40**	**13.03%**
***Average Single Family**	**$438.48**	**$529.76**	**$91.28**	**20.82%**

*Average Single Family based on average structural value of $261,998

Fire Protection Assessment

Some Key Investments in Fire Protection funded by the Fire Protection Assessment include:

1. Fire Station 5 Rebuild - $9.5 million
2. Direct Exhaust System - $1.375 million
3. Staffing – Additional 19 positions
4. Facilities Maintenance to Various Stations - $635,000
5. Generator Replacements & Docking Stations - $810,000
6. Rescue Truck - $390,000

Cape Coral FLORIDA

Thank you

Meeting Type City Council – Regular Meeting
Meeting Date August 27, 2025

Agenda Request Form
City of Cape Coral

Title
Resolution 244-25 Final Public Hearing

Ordinances and Resolutions
A Resolution of the Mayor and City Council of the City of Cape Coral, Florida, relating to the imposition of Stormwater User Fees; establishing the amount of the user fee for the Fiscal Year beginning October 1, 2025; imposing user fees against property within the City to fund the City's stormwater program; authorizing the collection of delinquent stormwater charges; approving the stormwater user fee roll; and providing for an effective date. (Brought forward by City Management)

Requested Action Approve or Deny

Summary Explanation and Background
Chapter 22 of the City Code of Ordinances requires an annual stormwater user fee rate resolution in conjunction with the annual budget process.

Strategic Plan Alignment

Is this a Strategic Decision? YES
If No, will it harm the intent or success of the Strategic Plan? YES
If Yes, Priority Goals Supported are listed below:

- ☒ CITY SERVICES AND AMENITIES: DELIVER EXCEPTIONAL CITY SERVICES AND HIGH-QUALITY AMENITIES
- ☐ COMMUNICATION: CULTIVATE AN ENGAGED AND INFORMED COMMUNITY AND WORKFORCE
- ☐ ECONOMY, EDUCATION, AND WORKFORCE: CREATE A COMMUNITY OF PROSPEROUS RESIDENTS, THRIVING NEIGHBORHOODS, AND SUCCESSFUL BUSINESSES
- ☒ FISCAL SUSTAINABILITY: MAINTAIN A FINANCIALLY SOUND GOVERNMENT AND HIGH-PERFORMING ORGANIZATION
- ☐ INFRASTRUCTURE: INVEST IN RESILIENT INFRASTRUCTURE
- ☐ ENVIRONMENTAL SUSTAINABILITY: PRESERVE CAPE CORAL'S NATURAL RESOURCES FOR CURRENT AND FUTURE GENERATIONS

Is this a Consultant recommendation? NO
Is this contained in a Master Plan? NO
If yes to either question, please provide details of the name of Consultant or name of the Master Plan when applicable:

Recommendations
Approve Resolution 244-25

Source of Additional Information
Crystal Feast, Financial Services Director, cfeast@capecoral.gov, (239)574-0491

Fiscal Impact/Funding Sources(s)/Budget Consideration

Revenue generated from the approved rates will be included in the FY 2025-2026 Budget.

Will this action result in a Budget Amendment? NO

Prepared By Suzanne Lopez, Senior Administrative Specialist

RESOLUTION 244 - 25

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF CAPE CORAL, FLORIDA, RELATING TO THE IMPOSITION OF STORMWATER USER FEES; ESTABLISHING THE AMOUNT OF THE USER FEE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025; IMPOSING USER FEES AGAINST PROPERTY WITHIN THE CITY TO FUND THE CITY'S STORMWATER PROGRAM; AUTHORIZING THE COLLECTION OF DELINQUENT STORMWATER CHARGES; APPROVING THE STORMWATER USER FEE ROLL; AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CAPE CORAL, FLORIDA, AS FOLLOWS:

SECTION 1. AUTHORITY. This Resolution is adopted pursuant to Chapter 22 of the City of Cape Coral Code of Ordinances (the "Code"), Sections 166.021, 166.041, 197.3632 and 403.0893, Florida Statutes, and other applicable provisions of law.

SECTION 2. DEFINITIONS. This Resolution is the annual Stormwater User Fee Resolution contemplated by Section 22-4 of the Code. All words and terms not otherwise defined herein shall have the meanings defined in Chapter 22 of the Code.

SECTION 3. FINDINGS. It is hereby ascertained, determined and declared as follows:

(A) Chapter 22 of the Code provides for the imposition of Stormwater User Fees against Property located within the City to fund costs related to the City's Stormwater Program, including but not limited to costs associated with stormwater capital improvements acquired or constructed by the City and financing expenses related thereto, and authorizes the collection of Stormwater User Fees on the ad valorem tax bill pursuant to section 403.0893, Florida Statutes.

(B) The City Council (the "Council") of the City of Cape Coral, Florida City desires to utilize the tax bill collection method contained in Chapter 197, Florida Statutes to collect the Stormwater User Fees for the fiscal year beginning October 1, 2025 ("Fiscal Year 2025-2026").

(C) The Stormwater User Fee Roll has heretofore been filed in the offices of the Stormwater Director and Clerk, as required in Chapter 22 of the Code of Ordinances.

(D) City Council conducted a public hearing on August 27, 2025, to consider adoption of the Stormwater User Fee Roll for Fiscal Year 2025-2026. Notice of such public hearing was published in accordance with Section 22-4 of the Code, proof of publication being attached hereto as Appendix A. Notice of such public hearing was also in accordance with Section 22-4 of the Code, an affidavit of mailing being attached hereto as Appendix B.

(E) The comments and objections from all interested persons were heard and considered at such public hearing as required by Chapter 22 of the Code.

(F) This Resolution is adopted for purposes of approving the Stormwater User Fee rates and certifying the Stormwater User Fee Roll for Fiscal Year 2025-2026.

(G) The Stormwater User Fees contemplated hereunder are imposed by the City Council, not the Property Appraiser or Tax Collector. Any activity of the Property Appraiser or Tax Collector under the provisions of this Resolution shall be construed solely as ministerial.

SECTION 4. APPROVAL OF STORMWATER USER FEE ROLL; COLLECTION OF USER FEES. USER FEES.

(A) The estimated Stormwater Program Cost for Fiscal Year 2025-2026 is $28,055,315, a copy of which is on file with the City Clerk and incorporated herein by reference. The annual stormwater user fee for Fiscal Year 2025-2026 shall consist of the sum of (A) the amount computed for each parcel in the manner set forth in Chapter 22 of the Code of Ordinances utilizing the EDU Value and the ERU Rate established in Section 4(B) hereof and applying any prior payment credits, if applicable; (B) plus any delinquency amount.

(B) Annual stormwater user fees computed in the manner described herein are hereby levied and imposed on all Tax Parcels described in the Stormwater User Fee Roll at a maximum annual ERU Rate of $156.00, for the ad valorem tax bill to be mailed in November 2025, a copy of which is on file with the City Clerk and incorporated herein by reference.

(C) The Stormwater Director is hereby authorized and directed to certify the foregoing Stormwater User Fee Roll to the Tax Collector by no later than September 15, 2025 for collection on the November 2025 ad valorem property tax bill pursuant to the Uniform Assessment Collection Act.

(D) The Stormwater User Fee Roll as delivered to the Tax Collector shall be accompanied by a Certificate of Non-Ad Valorem Stormwater User Fee Roll in substantially the form attached hereto as Appendix C.

(E) Upon adoption of this Annual Stormwater User Fee Resolution, the stormwater user fees, including any delinquency amounts, shall constitute a lien against assessed property equal in rank and dignity with the liens of all state, county, district or municipal taxes and other non-ad valorem assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other liens, titles and claims, until paid. The lien shall be deemed perfected upon adoption by the Council of this annual Stormwater User Fee Resolution and shall attach to the property included on the Stormwater User Fee Roll as of January 1, 2025, the lien date for ad valorem taxes.

SECTION 5. INTERIM STORMWATER USER FEES. City Council may determine, in its sole discretion, whether to impose an interim Stormwater User Fee for Fiscal Year 2025-2026 against all property for which a certificate of occupancy is issued on or after October 1, 2025. Such determination shall be made by approving vote of City Council subsequent to adoption of this Resolution, in which case the interim Stormwater User Fee shall be deemed due and payable on the date such certificate of occupancy is issued. The amount of the interim Stormwater User Fee shall be calculated by dividing the annual rate for the property approved hereunder for Fiscal Year 2025-2026 by twelve and multiplying that amount by the number of full calendar months remaining in such Fiscal Year. In the event interim Stormwater User Fees are imposed, no certificate of occupancy shall be issued until full payment of the interim Stormwater User Fee is received by the City. Issuance of the certificate of occupancy by mistake or inadvertence, and without the payment in full of the interim Stormwater User Fee, shall not relieve the owner of the property of the obligation of full payment. Any delinquency in payment of the interim Stormwater User Fee may be included on the Stormwater User Fee Roll for the forthcoming Fiscal Year and collected, together with any Stormwater User Fee for such forthcoming Fiscal Year, pursuant to the Uniform Assessment Collection Act.

[Remainder of Page Intentionally Left Blank]

SECTION 6. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CAPE CORAL, FLORIDA, AT THEIR REGULAR SESSION THIS _____ DAY OF _____, 2025.

_____
JOHN GUNTER, MAYOR

VOTE OF MAYOR AND COUNCILMEMBERS:

GUNTER	_____	LASTRA	_____
STEINKE	_____	KILRAINE	_____
LEHMANN	_____	LONG	_____
DONNELL	_____	KADUK	_____

ATTESTED TO AND FILED IN MY OFFICE THIS _____ DAY OF _____, 2025.

_____
KIMBERLY BRUNS
CITY CLERK

APPROVED AS TO FORM:

_____
ALEKSANDR BOKSNER
CITY ATTORNEY
res/Assessments – Stormwater Final 2025

APPENDIX A

PROOF OF PUBLICATION

LocaliQ
Florida
GANNETT

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Leslie Menapace
City Attorney's Office
City Of Cape Coral Clerks Off
Po Box 150027
Cape Coral FL 33915-0027

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the News-Press, a daily newspaper published at Fort Myers in Lee County, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of , was published on the publicly accessible website of Lee County, Florida, or in a newspaper by print in the issues of, on:

07/29/2025

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.
Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 07/29/2025

Legal Clerk

Notary, State of WI, County of Brown

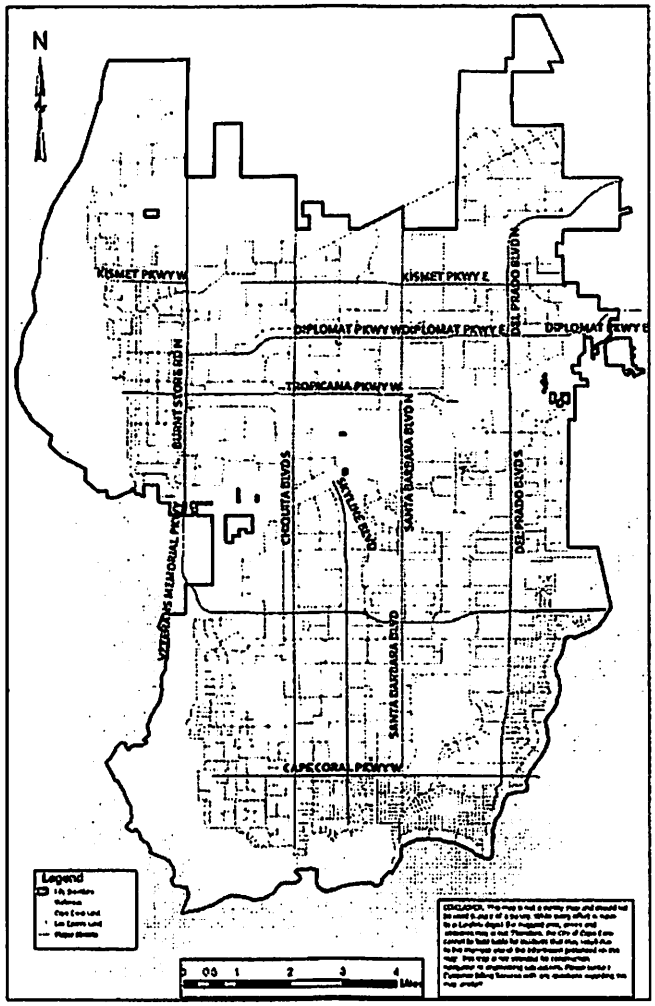
8-21-26
My commission expires

Publication Cost:	$129.62	
Tax Amount:	$0.00	
Payment Cost:	$129.62	
Order No:	11521957	# of Copies:
Customer No:	1124492	1
PO #:		

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

NICOLE JACOBS
Notary Public
State of Wisconsin



CITY OF CAPE CORAL BOUNDARY

CITY OF CAPE CORAL, FLORIDA
NOTICE OF HEARING
TO IMPOSE AND PROVIDE FOR COLLECTION OF STORMWATER FEES
FOR FISCAL YEAR 2025-26

Notice is hereby given that the City Council of the City of Cape Coral, Florida, will conduct a public hearing to consider imposing fees, for the fiscal year beginning October 1, 2025 ("Fiscal Year 2025-26"), against certain parcels located within the incorporated areas of the City to fund the cost of the City's Stormwater Program, plus any unpaid or delinquent charges for previous stormwater charges. The hearing will be held at 4:00 p.m. on August 27, 2025, in Council Chambers, 1015 Cultural Park Boulevard, Cape Coral, Florida, for the purpose of receiving public comment on the proposed fees. All affected property owners have a right to appear at the hearing and to file written objections with the City Council within 20 days of this notice. If a person decides to appeal any decision made by the City Council with respect to any matter considered at the hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with Section 286.26, Florida Statutes, persons with disabilities needing special accommodations to participate in this meeting should contact the City Clerk (239) 574-0411 at least 48 hours prior to the meeting.

The stormwater fee for each parcel of property will be based upon the number of equivalent residential units ("ERUs") attributable to such parcel. The proposed rate of the stormwater fee for Fiscal Year 2025-26 is $156.00 per ERU. A more specific description of the stormwater fee is set forth in Chapter 22 of the City Code of Ordinances and the proposed annual Stormwater Resolution for Fiscal Year 2025-26, copies of which are available for inspection at the City Clerk's office, City Hall, located at 1015 Cultural Park Boulevard, Cape Coral, Florida.

The stormwater fees will be collected by the Lee County Tax Collector on the ad valorem tax bill to be mailed in November 2025, as authorized by Section 22-6 of the City Code and Section 197.3632, Florida Statutes, or by direct billing to affected property owners pursuant to Section 22-6 of the City Code. The stormwater fee is an annual charge that will continue from year to year. Florida law provides that failure to pay the fees will cause a tax certificate to be issued against the property which may result in a loss of title.

If you have any questions, please contact the Financial Services Department, Customer Billing Services Division at (239) 574-7722, Monday through Friday between 7:30 a.m. and 4:30 p.m.

Kimberly Bruns, CMC
City Clerk
City of Cape Coral, Florida

NP-42284119

APPENDIX B

STORMWATER FEE
AFFIDAVIT OF MAILING

BEFORE ME, the undersigned authority, personally appeared Josue Martinez, who after being duly sworn, deposes and says:

1. I, Josue Martinez, have been designated by the Stormwater Director of the City of Cape Coral, Florida, to mail the notices required by Section 4 of Resolution 207-25 adopted by the Council of the City of Cape Coral, Florida, on July 23, 2025.

2. On or before August 6, 2025 I facilitated and directed the mailing of notice in accordance with Section 4 of City Resolution No. 207-25 (the "Preliminary Rate Resolution") and Section 22-4 of the City Code of Ordinances, by first class mail, to each owner of real property located within the City subject to the Stormwater User Fee contemplated by the Preliminary Rate Resolution, as reflected on, and at the address then shown on, the real property assessment tax roll database maintained by the Lee County Property Appraiser for the purpose of the levy and collection of ad valorem taxes.

FURTHER AFFIANT SAYETH NAUGHT.

Affiant

See Attached.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange

Subscribed and sworn to (or affirmed) before me on this 11th day of August, 2025, by Josue Martinez Castro,

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

MARCY ELIZABETH RODAS
Notary Public - California
Orange County
Commission # 2390150
My Comm. Expires Jan 10, 2026

(Seal)

Signature

APPENDIX C

FORM OF CERTIFICATE
OF NON-AD VALOREM STORMWATER USER FEE ROLL

I HEREBY CERTIFY that I am the Mayor of the City of Cape Coral, Florida (the "City"); as such I have satisfied myself that all property included or includable on the non-ad valorem assessment roll for **Stormwater User Fees** (the "Non-Ad Valorem Stormwater User Fee Roll") for the City are properly assessed so far as I have been able to ascertain, and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I FURTHER CERTIFY that, in accordance with the Uniform Assessment Collection Act, this certificate and the herein described Non-Ad Valorem Stormwater User Fee Roll will be delivered to the Lee County Tax Collector by September 15, 2025.

IN WITNESS WHEREOF, I have subscribed this certificate and directed the same to be delivered to the Lee County Tax Collector and made part of the above described Non-Ad Valorem Stormwater User Fee Roll this _____ day of _____, 2025.

CITY OF CAPE CORAL, FLORIDA

By: _____
John Gunter, Mayor



FY2025-2026 STORMWATER ASSESSMENTS
FINAL RESOLUTION 244-25
AUGUST 27, 2025

Cape Coral FLORIDA

Stormwater Fee Update

1. Chapter 22 of the City Code of Ordinances requires an annual stormwater user fee rate resolution in conjunction with the annual budget process.
2. Introductory Resolution 207-25 was approved on July 23, 2025, authorizing the City to notice assessed property owners.
3. Notices were sent out first week of August to assessed property owners.
4. Resolution 444-25 represents the final resolution for the Stormwater Fees.

FY 2026 Highlights

1. Increase current lines of service for operations and maintenance by the addition of new sod and swale crews, increasing response time for different programs.
2. Proposed Capital Projects:
   a. Environmental and Water Quality Improvements - $1.1 million
   b. Flood Prevention - $1.6 million
   c. Drainage Improvements - $1.7 million

Stormwater Fee Update

1. A Stormwater Rate Study was completed in FY 2023, which covered FY 2024 – FY 2033
2. The proposed rate for FY 2026 - $156/ERU

	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	**Proposed FY 2026**
Stormwater Fee	$125	$130	$135	$142	$149	**$156**

Thank you

Meeting Type City Council – Regular Meeting
Meeting Date August 27, 2025

Agenda Request Form
City of Cape Coral

Title
Resolution 245-25 Final Public Hearing

Ordinances and Resolutions
A Resolution of the Mayor and City Council of the City of Cape Coral, Florida, approving the Fiscal Year 2025-2026 assessment rolls for various Non-Ad Valorem Assessments levied and imposed pursuant to Florida Law and the City of Cape Coral Code of Ordinances including Chapters 2, 17 and 19, thereof and Ordinance 29-05; describing the lien associated therewith; directing that the assessment rolls be certified to the Lee County Tax Collector; and providing for an effective date. (Brought forward by City Management)

Requested Action Approve or Deny

Summary Explanation and Background
The Resolution before you approves the annual assessment rolls for Fiscal Year 2025-2026 for various non-ad valorem assessments levied to fund various capital improvements that serve certain properties that specifically benefit from the improvements, in the following areas:

- Southwest 2 Potable Water, Wastewater, and Irrigation Improvement Area – established July 26, 2004
- Southeast 1 Potable Water, Wastewater, and Irrigation Improvement Area – established July 25, 2005
- Southwest 4 Potable Water, Wastewater, and Irrigation Improvement Area – established December 11, 2006
- Southwest 5 Potable Water, Wastewater, and Irrigation Improvement Area – established July 23, 2007
- Surfside Potable Water, Wastewater, and Irrigation Improvement Area – established August 27 2007
- North Central Loop Potable Water, Wastewater, and Irrigation Improvement Area – established December 3, 2007
- Southwest 6&7 Potable Water, Wastewater, and Irrigation Improvement Area – established December 3, 2007
- North 2 Potable Water, Wastewater, and Irrigation Improvement Area – established August 2 2017
- North 1 West Potable Water, Wastewater, and Irrigation Improvement Area – established March 22, 2023
- Del Prado Mall Parking Lot Assessment Area - established August 27, 2007
- Associated Utility Capital Expansion Water, Wastewater, and Irrigation Fees

The City Council is required to adopt an Annual Assessment Resolution during its budget process each year to approve the assessment roll for the forthcoming fiscal year.

Strategic Plan Alignment

Is this a Strategic Decision? YES
If No, will it harm the intent or success of the Strategic Plan? NO
If Yes, Priority Goals Supported are listed below:

- ☒ CITY SERVICES AND AMENITIES: DELIVER EXCEPTIONAL CITY SERVICES AND HIGH-QUALITY AMENITIES
- ☐ COMMUNICATION: CULTIVATE AN ENGAGED AND INFORMED COMMUNITY AND WORKFORCE
- ☐ ECONOMY, EDUCATION, AND WORKFORCE: CREATE A COMMUNITY OF PROSPEROUS RESIDENTS, THRIVING NEIGHBORHOODS, AND SUCCESSFUL BUSINESSES
- ☒ FISCAL SUSTAINABILITY: MAINTAIN A FINANCIALLY SOUND GOVERNMENT AND HIGH-PERFORMING ORGANIZATION
- ☐ INFRASTRUCTURE: INVEST IN RESILIENT INFRASTRUCTURE
- ☐ ENVIRONMENTAL SUSTAINABILITY: PRESERVE CAPE CORAL'S NATURAL RESOURCES FOR CURRENT AND FUTURE GENERATIONS

Is this a Consultant recommendation? NO
Is this contained in a Master Plan? NO
If yes to either question, please provide details of the name of Consultant or name of the Master Plan when applicable:

Recommendations
Approve Resolution 245-25

Source of Additional Information
Crystal Feast, Financial Services Director, cfeast@capecoral.gov, (239)574-0491

Fiscal Impact/Funding Sources(s)/Budget Consideration
Revenue generated from the approval of this resolution will be included in the FY 2025-2026 Budget.

Will this action result in a Budget Amendment? NO

Prepared By Suzanne Lopez, Senior Administrative Specialist

RESOLUTION 245 - 25

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF CAPE CORAL, FLORIDA, APPROVING THE FISCAL YEAR 2025-2026 ASSESSMENT ROLLS FOR VARIOUS NON-AD VALOREM ASSESSMENTS LEVIED AND IMPOSED PURSUANT TO FLORIDA LAW AND THE CITY OF CAPE CORAL CODE OF ORDINANCES INCLUDING CHAPTERS 2, 17 AND 19 THEREOF AND ORDINANCE 29-05; DESCRIBING THE LIEN ASSOCIATED THEREWITH; DIRECTING THAT THE ASSESSMENT ROLLS BE CERTIFIED TO THE LEE COUNTY TAX COLLECTOR; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Mayor and City Council (the "Council") of the City of Cape Coral, Florida has levied and imposed various non-ad valorem special assessments (the "Assessments") to fund the provision of capital improvements to serve certain real property specially benefitted thereby, in accordance with Section 166.021, Florida Statutes, Section 197.3632, Florida Statutes and other applicable provisions of law (collectively, the "Act"), and Chapters 2, 17 and 19 of the City of Cape Coral Code of Ordinances (the "Code"); and

WHEREAS, the Council enacted Ordinance 29-05, which provided for the creation of the Del Prado Mall Parking Lot Assessment Area and authorized the imposition of special assessments to fund the maintenance of, and capital improvements to, the Del Prado Mall parking lot; and

WHEREAS, pursuant to the Act, the Code and Ordinance 29-05, the City levied and imposed Assessments against real property comprising assessment areas or otherwise specially benefitted by the provision of capital improvements including, (a) the Southwest 2 Wastewater Improvement Area, the Southwest 2 Potable Water Improvement Area and the Southwest 2 Irrigation Water Improvement Area, respectively, on July 26, 2004, (b) the Southeast 1 Wastewater Improvement Area, the Southeast 1 Potable Water Improvement Area and the Southeast 1 Irrigation Water Improvement Area, respectively, on July 25, 2005, (c) the Southwest 4 Wastewater Improvement Area, the Southwest 4 Potable Water Improvement Area and the Southwest 4 Irrigation Water Improvement Area, respectively, on December 11, 2006, (d) the Southwest 5 Wastewater Improvement Area, the Southwest 5 Potable Water Improvement Area and the Southwest 5 Irrigation Water Improvement Area, respectively, on July 23, 2007, (e) the Surfside Wastewater Improvement Area, the Surfside Potable Water Improvement Area and the Surfside Irrigation Water Improvement Area, respectively, on July 23, 2007, (f) the Del Prado Parking Lot Assessment Area on August 27, 2007, (g) the North Central Loop Wastewater Improvement Area, the North Central Loop Potable Water Improvement Area and the North Central Loop Irrigation Water Improvement Area, respectively, on December 3, 2007, (h) Southwest 6&7 Wastewater Improvement Area, the Southwest 6&7 Potable Water Improvement Area and the Southwest 6&7 Irrigation Water Improvement Area, respectively, on August 21, 2013, (i) the North 2 Wastewater Improvement Area, the North 2 Potable Water Improvement Area, and the North 2 Irrigation Water Improvement Area on August 2, 2017, (j) Utility Capital Expansion Water, Wastewater, and Irrigation Fees approved on August 31, 2022, (k) Utility Contribution In Aid of Construction Water, Wastewater, and Irrigation Fees approved on August 31, 2022, and (l) the North 1 West Wastewater Improvement Area, the North 1 West Potable Water Improvement Area, and the North 1 West Irrigation Water Improvement Area approved on March 22, 2023; and

WHEREAS, pursuant to Section 17-47 of the Code, the Council is required to adopt an "Annual Assessment Resolution" during its budget process for each year to approve the assessment roll for the forthcoming fiscal year.

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

SECTION 1. RECITALS. The above recitals are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Annual Assessment Resolution.

SECTION 2. AUTHORITY. This Annual Assessment Resolution is adopted pursuant to the Code, the Act, and other applicable provisions of law.

SECTION 3. DEFINITIONS. All words and terms used in this Annual Assessment Resolution, not otherwise defined herein, shall have the meanings defined in the Code.

SECTION 4. APPROVAL OF ASSESSMENT ROLLS.

(A) The assessment rolls for the Fiscal Year beginning October 1, 2025 ("Fiscal Year 2025-2026") on file with the Assessment Coordinator for the Southwest 2 Wastewater Improvement Area, the Southwest 2 Potable Water Improvement Area, the Southwest 2 Irrigation Water Improvement Area, the Southeast 1 Wastewater Improvement Area, the Southeast 1 Potable Water Improvement Area, the Southeast 1 Irrigation Water Improvement Area, the Southwest 4 Wastewater Improvement Area, the Southwest 4 Potable Water Improvement Area, the Southwest 4 Irrigation Water Improvement Area, the Southwest 5 Wastewater Improvement Area, the Southwest 5 Potable Water Improvement Area, the Southwest 5 Irrigation Water Improvement Area, the Surfside Wastewater Improvement Area, the Surfside Potable Water Improvement Area, the Surfside Irrigation Water Improvement Area, the Del Prado Parking Lot Assessment Area, the North Central Loop Wastewater Improvement Area, the North Central Loop Potable Water Improvement Area, the North Central Loop Irrigation Water Improvement Area, the Southwest 6&7 Wastewater Improvement Area, the Southwest 6&7 Potable Water Improvement Area, and the Southwest 6&7 Irrigation Water Improvement Area, the North 2 Wastewater Improvement Area, the North 2 Potable Water Improvement Area, the North 2 Irrigation Water Improvement Area, the North 1 West Wastewater Improvement Area, the North 1 West Potable Water Improvement Area, the North 1 West Irrigation Water Improvement Area, Utility Capital Expansion Water, Wastewater, and Irrigation Fees, Utility Contribution In Aid of Construction Water, Wastewater, and Irrigation Fees, are hereby approved. Pursuant to Section 197.3632, Florida Statutes, each assessment roll shall be certified to the Lee County Tax Collector prior to September 15, 2025, along with any necessary changes subsequent to the date hereof permitted under the Act or the Code, and accompanied by a Certificate to Non-Ad Valorem Assessment Roll in substantially the form attached hereto as Appendix A.

(B) The Assessments included on the respective assessment rolls approved hereunder may reflect corrections of errors or omissions, revisions to the number of assessment units originally attributed to certain parcels or a change in the amount of the Assessment imposed against such parcels, as authorized by Section 17-23 of the Code which generally provides that any such correction or revision which increases an Assessment or imposes an Assessment on omitted property shall first require notice to the affected owner in the manner described therein, providing the date, time and place that the Council will consider confirming the correction and offering the owner an opportunity to be heard.

(C) In accordance therewith, notice of a public hearing has been published and mailed to the owners of any property subject to a correction resulting in an Assessment increase or an Assessment imposed for the first time, notifying such property owners of the opportunity to be heard. The public hearing was duly held on August 27, 2025, and comments and objections of all interested persons have been heard and considered prior to adoption of this Annual Assessment Resolution and approval of the applicable Assessment Roll(s) for Fiscal Year 2025-2026.

SECTION 5. ASSESSMENT LIENS. Pursuant to the Uniform Assessment Collection Act and the Code, special assessments imposed within the assessment areas listed in Section 4 hereof shall constitute a lien against assessed real property equal in rank and dignity with the liens of all state, county, district or municipal taxes and other non-ad valorem assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other liens, titles and claims, until the ad valorem tax bill for such year is otherwise paid in full pursuant to the Uniform Assessment Collection Act. The lien shall be deemed perfected upon adoption of this Annual Assessment Resolution and shall attach to the real property included on the assessment roll as of January 1, 2025, the lien date for ad valorem taxes.

SECTION 6. CONFLICTS. All resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 7. SEVERABILITY. If any clause, section, other part or application of this Annual Assessment Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Annual Assessment Resolution.

SECTION 8. EFFECTIVE DATE. This Annual Assessment Resolution shall take effect immediately upon its passage and adoption.

ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CAPE CORAL, FLORIDA, AT THEIR REGULAR SESSION THIS _____ DAY OF _____, 2025.

_____
JOHN GUNTER, MAYOR

VOTE OF MAYOR AND COUNCILMEMBERS:

GUNTER	_____	LASTRA	_____
STEINKE	_____	KILRAINE	_____
LEHMANN	_____	LONG	_____
DONNELL	_____	KADUK	_____

ATTESTED TO AND FILED IN MY OFFICE THIS _____ DAY OF _____, 2025.

_____
KIMBERLY BRUNS
CITY CLERK

APPROVED AS TO FORM:

_____
ALEKSANDR BOKSNER
CITY ATTORNEY
res/Assessment Rolls-Various 2025

MM
_____

APPENDIX A

CERTIFICATE

TO

NON-AD VALOREM ASSESSMENT ROLLS

I HEREBY CERTIFY that, I am the Mayor of the City of Cape Coral, Florida (the "City"); as such I have satisfied myself that all property included or includable on the non-ad valorem assessment rolls for **Southwest Two Potable Water, Wastewater, and Irrigation Water Improvement Areas; Southwest Three Potable Water, Wastewater, and Irrigation Water Improvement Areas; Southeast One Potable Water, Wastewater, and Irrigation Water Improvement Areas; Southwest Four Potable Water, Wastewater and Irrigation Water Improvement Areas; Southwest Five Potable Water, Wastewater and Irrigation Water Improvement Areas; Surfside Potable Water, Wastewater and Irrigation Water Improvement Areas; Del Prado Parking Lot Assessment Area; North Central Loop Potable Water, Wastewater and Irrigation Water Improvement Areas; Southwest 6&7 Potable Water, Wastewater and Irrigation Water Improvement Areas; North 2 Potable Water, Wastewater and Irrigation Water Improvement Areas; North 1 West Potable Water, Wastewater and Irrigation Improvement Areas: Utility Capital Expansion Water, Wastewater and Irrigation Fees; Utility Contribution In Aid of Construction Water, Wastewater and Irrigation Fees** (the "Non-Ad Valorem Assessment Rolls") for the City are properly assessed so far as I have been able to ascertain, and that all required extensions on the above-described rolls to show the non-ad valorem assessments attributable the property listed therein have been made pursuant to law.

I FURTHER CERTIFY that, in accordance with the Uniform Assessment Collection Act, this certificate and the herein described Non-Ad Valorem Assessment Rolls will be delivered to the Lee County Tax Collector by September 15, 2025.

IN WITNESS WHEREOF, I have subscribed this certificate and directed the same to be delivered to the Lee County Tax Collector and made part of the above described Non-Ad Valorem Assessment Rolls this the _____ day of _____, 2025.

CITY OF CAPE CORAL, FLORIDA

By: _____

John Gunter, Mayor



ANNUAL ASSESSMENT ROLL
RESOLUTION 245-25
AUGUST 27, 2025

Cape Coral FLORIDA

Annual Assessment Roll Resolution

Approves annual assessment rolls for various tax billed assessments

Project Area		Estimated Revenue
Southeast 1 Potable Water, Wastewater and Irrigation	$	2,552,327.27
Southwest 4 Potable Water, Wastewater and Irrigation	$	4,511,972.79
Southwest 5 Potable Water, Wastewater and Irrigation	$	2,976,835.90
Surfside Potable Water, Wastewater and Irrigation	$	156,143.20
North Central Loop Potable Water, Wastewater and Irrigation	$	203,011.30
Southwest 6&7 Potable Water, Wastewater and Irrigation	$	3,787,762.07
North 2 Potable Water, Wastewater and Irrigation	$	9,558,042.51
North 1 West Potable Water, Wastewater and Irrigation	$	13,812,598.90
Del Prado Mall Parking Lot	$	57,953.35
Utillity Capital Expansion Fee Water & Wastewater	$	2,560.06
Utility Contribution in Aid of Construction Fee Water & Wastewater	$	84,009.75
Total Revenue	$	37,703,217.10

Cape Coral FLORIDA

Thank you

Meeting Type City Council – Regular Meeting
Meeting Date August 27, 2025

Agenda Request Form
City of Cape Coral

Title
Resolution 246-25 Final Public Hearing

Ordinances and Resolutions
A Resolution of the Mayor and City Council of the City of Cape Coral, Florida, approving the Fiscal Year 2025-2026 Non-Ad Valorem Assessment Roll for assessments imposed to collect certain delinquent Water, Wastewater, Irrigation, Fire Service Non-Ad Valorem Special Assessments and Capital Expansion and Contributions In Aid of Construction loans; approving the amounts, and providing for collection of the assessments pursuant to the Uniform Assessment Collection Act; and providing for an effective date. (Brought forward by City Management)

Requested Action Approve or Deny

Summary Explanation and Background
Chapter 17 of the City Code provides a uniform process for the imposition and annual administration of Assessments imposed to fund essential services and capital improvements, including the assessments imposed by the City.

Currently, the City has a number of delinquent hardship deferrals, deferred assessments, and loans. The resolution, if approved, will allow the imposition of the outstanding balances on the tax roll utilizing the uniform method of collection. The following provides detail of each category.

Hardship Deferrals
The City's hardship program provides low-income property owners a means to defer all or part of certain UEP and Fire Service assessments each year based on HUD guidelines. Owners must apply for the program annually and all deferred amounts are recorded as liens against the properties in the Clerk of Courts. Currently, there are nineteen (19) properties in Southwest 6 & 7, North 2, and North 1 assessment areas where the deferred hardship amounts remain outstanding. In four (4) cases, ownership has changed and the deferred amounts were not remitted to the City. The remaining fifteen (15) properties are owned by individuals who are no longer enrolled in the hardship program.

Legacy Deferred Assessment Program
For the Southwest 2, Southwest 4, Southwest 5, Southeast 1, Surfside, and North Central Loop UEP assessments, the City offered property owners the option to defer assessment payments. This program allowed owners to voluntarily place a lien on their property during a designated period before the City began annual tax bill installments. The deferral matched the full 20-year term of the assessment, with the balance increasing monthly as interest and administrative costs accrued. Owners could make payments at any time, provided the payment met the minimum amount required at that date. Each year, participants received a notice detailing their current balance, a 12-month Agenda Request Form – City of Cape Coral Page 2 of 3 balance projection, and the minimum monthly payment amounts for the upcoming year. Certain events, such as refinancing, a change in ownership, or the sale of the property, required the full assessment to be paid immediately.

There are seven (7) properties that were enrolled in the legacy deferred assessment program and either completed the 20-year term or an event occurred that required payment (i.e. refinance, change in property ownership, or sale), but the City has not been paid in full.

Delinquent Utility Loans

Prior to 2023, property owners could finance Utility Capital Expansion Fees (UCEF) for up to 6 years and Contribution in Aid of Construction (CIAC) fees for up to 15 years by entering into a voluntary lien agreement with the City. These legacy loans were billed annually by the City, not through property tax bills. If a loan becomes more than six months delinquent, City ordinance allows staff to seek Council approval to transfer the outstanding balance to the property tax bill for collection in installments. This process has been used in previous years. Currently, there is one property with two delinquent CIAC loans. The number of annual installments for repayment is based on the following:

- Balances less than $1,000 - 1 installment
- $1,000 to $1,999.99 - 3 installments
- $2,000 to $9,999.99 - 5 installments
- Over $9,999.99 - 10 installments

For this particular property, the total outstanding for Water CIAC is $1,719.50, which will be billed over 3 annual installments. The total outstanding for Sewer CIAC is $5,642.09, which will be billed over 5 annual installments.

Strategic Plan Alignment

Is this a Strategic Decision? YES

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

If Yes, Priority Goals Supported are listed below:

- ☒ CITY SERVICES AND AMENITIES: DELIVER EXCEPTIONAL CITY SERVICES AND HIGH-QUALITY AMENITIES
- ☐ COMMUNICATION: CULTIVATE AN ENGAGED AND INFORMED COMMUNITY AND WORKFORCE
- ☐ ECONOMY, EDUCATION, AND WORKFORCE: CREATE A COMMUNITY OF PROSPEROUS RESIDENTS, THRIVING NEIGHBORHOODS, AND SUCCESSFUL BUSINESSES
- ☐ FISCAL SUSTAINABILITY: MAINTAIN A FINANCIALLY SOUND GOVERNMENT AND HIGH-PERFORMING ORGANIZATION
- ☐ INFRASTRUCTURE: INVEST IN RESILIENT INFRASTRUCTURE
- ☐ ENVIRONMENTAL SUSTAINABILITY: PRESERVE CAPE CORAL'S NATURAL RESOURCES FOR CURRENT AND FUTURE GENERATIONS

Is this a Consultant recommendation? NO

Is this contained in a Master Plan? NO

If yes to either question, please provide details of the name of Consultant or name of the Master Plan when applicable:

Recommendations

Approve Resolution 246-25

Source of Additional Information

Crystal Feast, Financial Services Director, cfeast@capecoral.gov, (239)574-0491

Fiscal Impact/Funding Sources(s)/Budget Consideration

Revenue generated from the approved Resolution will be used to reimburse the City for assessments paid on the Property Owners' behalf.

Will this action result in a Budget Amendment? NO

Prepared By Suzanne Lopez, Senior Administrative Specialist

RESOLUTION 246 - 25

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF CAPE CORAL, FLORIDA, APPROVING THE FISCAL YEAR 2025-2026 NON-ADVALOREM ASSESSMENT ROLL FOR ASSESSMENTS IMPOSED TO COLLECT CERTAIN DELINQUENT WATER, WASTEWATER, IRRIGATION, FIRE SERVICE NON-AD VALOREM SPECIAL ASSESSMENTS AND CAPITAL EXPANSION AND CONTRIBUTIONS IN AID OF CONSTRUCTION LOANS, APPROVING THE AMOUNTS, AND PROVIDING FOR COLLECTION OF THE ASSESSMENTS PURSUANT TO THE UNIFORM ASSESSMENT COLLECTION ACT; AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CAPE CORAL, FLORIDA, AS FOLLOWS:

SECTION 1. AUTHORITY. This Resolution is adopted pursuant to the provisions of Chapter 9, Article V of the City of Cape Coral Code of Ordinances (the "Code"), Chapter 17 of the Code (the "Assessment Ordinance"), Sections 166.021, 166.041, and 197.3632 of the Florida Statutes and other applicable provisions of law, and City Resolution 208-25 (the "Preliminary Resolution").

SECTION 2. DEFINITIONS. This resolution constitutes the Annual Resolution, as defined in section 17-1 of the Assessment Ordinance, for assessments imposed to collect certain delinquent water, wastewater, irrigation, fire service non-ad valorem special assessments, capital expansion and contributions in aid of construction loans for the Fiscal Year commencing October 1, 2025 (the "Fiscal Year 2025-2026"). All capitalized words and terms not otherwise defined herein shall have the meanings set forth in the Assessment Ordinance and the Preliminary Rate Resolution. Unless the context indicates otherwise, words imparting the singular number include the plural number, and vice versa.

SECTION 3. FINDINGS. It is hereby ascertained, determined, and declared as follows:

(A) On July 23, 2025, the Mayor and City Council adopted the Preliminary Resolution for Fiscal Year 2025-2026 which described the assessments to be imposed to collect certain delinquent water, wastewater, irrigation, fire service non-ad valorem special assessments, capital expansion and contributions in aid of construction loans for the Fiscal Year commencing October 1, 2025 and directed the Assessment Coordinator to create an Assessment Roll.

(B) The Assessment Ordinance provides for the adoption of a Preliminary Resolution and an Annual Resolution for each Fiscal Year approving, confirming or amending the Assessment Roll.

(C) The Mayor and City Council conducted a public hearing on August 27, 2025, to consider adoption of the Assessment Roll for Fiscal Year 2025-2026. Notice of such public hearing was published in accordance with Section 17-33 of the Assessment Ordinance, proof of publication being attached hereto as Appendix A. Notice of such public hearing was also mailed in accordance with Sections 17-34 and 17-37 of the Assessment Ordinance, an affidavit of mailing being attached hereto as Appendix B.

(D) This Annual Resolution is adopted for purposes of approving the Assessment amounts for certain delinquent water, wastewater, irrigation, fire service non-ad valorem special assessments, capital expansion and contributions in aid of construction loans and certifying the Assessment Roll for Fiscal Year 2025-2026.

(E) The Assessments contemplated hereunder are imposed by the Mayor and City Council, not the Property Appraiser or Tax Collector. Any activity of the Property Appraiser or Tax Collector under the provisions of this Resolution shall be construed solely as ministerial.

(F) The legislative determinations and findings set forth in the Preliminary Resolution are hereby ratified, confirmed and incorporated herein by reference.

SECTION 4. APPROVAL OF ASSESSMENT ROLL; COLLECTION OF ASSESSMENTS.

(A) The Assessment Roll for Fiscal Year 2025-2026, a copy of which is on file with the City Clerk and incorporated herein by reference, is hereby confirmed and approved.

(B) The Assessment Coordinator is hereby authorized and directed to certify the foregoing Assessment Roll to the Tax Collector by no later than September 15, 2025 for collection on the November 2025 ad valorem property tax bill pursuant to the Uniform Assessment Collection Act.

(C) The Assessment Roll as delivered to the Tax Collector shall be accompanied by a Certificate of Non-Ad Valorem Assessment Roll in substantially the form attached hereto as Appendix C.

(E) Assessments for certain delinquent water, wastewater, irrigation, fire service non-ad valorem special assessments, capital expansion and contributions in aid of construction loans shall constitute a lien upon Assessed Parcels equal in rank and dignity with the liens of all state, county, district or municipal taxes and other non-ad valorem assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other liens, titles and claims until paid.

SECTION 5. SEVERABILITY. If any clause, section, or provision of this Resolution shall be declared unconstitutional or invalid for any reason or cause, the remaining portion of said Resolution shall be in full force and effect and be valid as if such invalid portion thereof had not been incorporated herein.

SECTION 6. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CAPE CORAL, FLORIDA, AT THEIR REGULAR SESSION THIS _____ DAY OF _____, 2025.

_____
JOHN GUNTER, MAYOR

VOTE OF MAYOR AND CITY COUNCILMEMBERS:

GUNTER	_____	LASTRA	_____
STEINKE	_____	KILRAINE	_____
LEHMANN	_____	LONG	_____
DONNELL	_____	KADUK	_____

ATTESTED TO AND FILED IN MY OFFICE THIS _____ DAY OF _____, 2025.

_____
KIMBERLY BRUNS
CITY CLERK

APPROVED AS TO FORM:

_____
ALEKSANDR BOKSNER
CITY ATTORNEY
Res/Delinquent Assessment

APPENDIX A

PROOF OF PUBLICATION

LocaliQ
Florida
GANNETT

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Leslie Menapace
City Attorney's Office
City Of Cape Coral Clerks Off
Po Box 150027
Cape Coral FL 33915-0027

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the News-Press, a daily newspaper published at Fort Myers in Lee County, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of , was published on the publicly accessible website of Lee County, Florida, or in a newspaper by print in the issues of, on:

07/29/2025

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.
Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 07/29/2025

Amy Kobett
Legal Clerk

Nicole Jacobs
Notary, State of WI, County of Brown

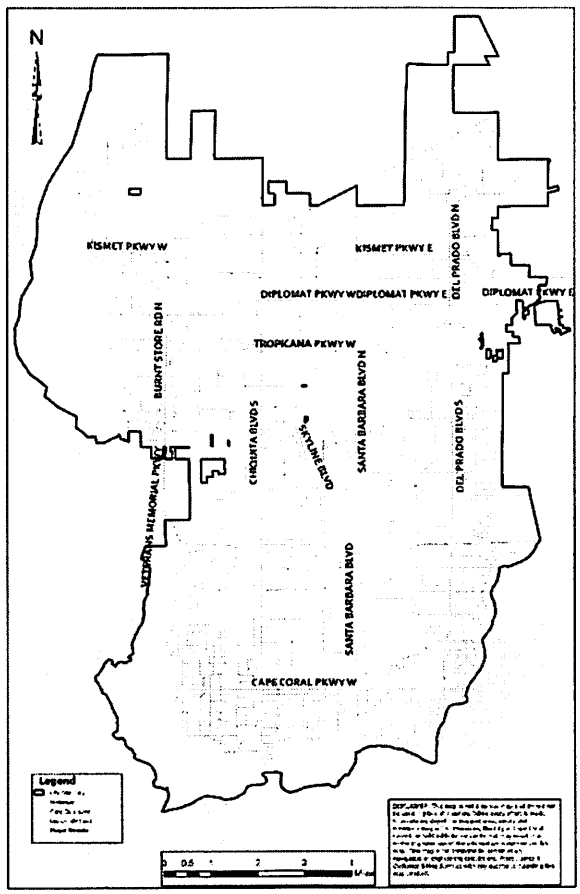
8-21-26
My commission expires

Publication Cost:	$157.98	
Tax Amount:	$0.00	
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PO #:		

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

NICOLE JACOBS
Notary Public
State of Wisconsin



CITY OF CAPE CORAL BOUNDARY

FORM OF NOTICE TO BE PUBLISHED

NOTICE OF A PUBLIC HEARING TO CONSIDER THE UNIFORM METHOD FOR THE LEVY, COLLECTION, AND ENFORCEMENT AUTHORIZED IN FLORIDA STATUTES SECTION 197.3632 OF CERTAIN DELINQUENT WATER, WASTEWATER, IRRIGATION, FIRE SERVICE NON-AD VALOREM SPECIAL ASSESSMENTS, AND CAPITAL EXPANSION AND CONTRIBUTIONS IN AID OF CONSTRUCTION FEES

Notice is hereby given that the City Council of the City of Cape Coral, Florida, will conduct a public hearing to consider the Uniform Method for the levy, collection and enforcement authorized in Florida Statutes sections 197.3632 of certain delinquent hardship deferred water, wastewater, irrigation, fire service non-ad valorum special assessments, and Capital Expansion and Contributions in Aid of Construction fees. The hearing will be held at 4 P.M., or as soon thereafter as the matter can be heard, on August 27, 2025, in the Council Chambers of City Hall located at 1015 Cultural Park Boulevard, Cape Coral, Florida for the purpose of receiving public comment on the matter. In accordance with Section 286.26, Florida Statutes, persons with disabilities needing special accommodations to participate in this hearing should contact the City Clerk at (239) 574-0411 at least 48 hours prior to the hearing. All affected real property owners have a right to appear at the hearing and to file written objections with the Council within 20 days of this notice. If a person wishes to appeal any decision made by the City Council with respect to any matter considered at the hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is made.

In accordance with Section 17-20 of Article II, Chapter 17 of the City of Cape Coral Code of Ordinances, the City imposed various special assessments on real property to fund the costs of both essential fire services and/or capital improvements incurred by the City in providing the infrastructure necessary for the provision of water, wastewater and irrigation utility services. Certain citizens were provided exemptions or hardship assistance pursuant to section 17-25. For the following reasons the exemptions and the hardship assistance provided no longer apply - there has been a change in title, the property was refinanced, there has been a change in household income, the citizen no longer qualifies for the assistance, or the citizen failed to re-apply for assistance.

The amount of the assessment to be considered at the public hearing will be equal to the principal amount of the delinquent special assessments, and any Capital Expansion and Contributions in Aid of Construction (CIAC) fees together with accrued interest, with a credit for any principal and/or interest payments made to date. A copy of the assessment roll listing each property subject to the assessment and the dollar amount of the assessment imposed against each property is available for inspection at the City Clerk's office, located at City Hall, 1015 Cultural Park Boulevard, Cape Coral, Florida.

The assessments may be paid in full at any time at the option of affected property owners. Any assessment which is not prepaid on or before September 30, 2025, will be collected in annual installments on the ad valorem tax bill mailed each November by the County Tax Collector, beginning in November 2025, in accordance with Section 197.3632, Florida Statutes. Florida law provides that failure to pay the assessments or any annual installment thereof will cause a tax certificate to be issued against the real property which may result in foreclosure and a loss of title.

If you have any questions, please contact the Financial Services Department at 239/242-3851, Monday through Friday between 7:30 a.m. and 4:30 p.m.

CITY OF CAPE CORAL, FLORIDA

NP-42284357

APPENDIX B

DELINQUENT WATER, WASTEWATER, IRRIGATION, FIRE SERVICE NON-AD VALOREM SPECIAL ASSESSMENTS AND CAPITAL EXPANSION AND CONTRIBUTIONS IN AID OF CONSTRUCTION LOANS ASSESSMENT AFFIDAVIT OF MAILING

BEFORE ME, the undersigned authority, personally appeared LESLIE MENAPACE, who after being duly sworn, deposes and says:

1. I, LESLIE MENAPACE, have been designated by the Assessment Coordinator of the City of Cape Coral, Florida, to mail the notices required by Section 4 of Resolution 208-25 adopted by the Council of the City of Cape Coral, Florida, on July 23, 2025.

2. On or before August 6, 2025, I facilitated and directed the mailing of notice in accordance with Section 4 of City Resolution No. 208-25 (the "Preliminary Rate Resolution"), Section 17-34 and Section 17-37 of the City Code of Ordinances, by first class mail, to each owner of real property located within the City subject to the Delinquent, Water, Wastewater, Irrigation, Fire Service Non-Ad Valorem Special Assessments and Capital Expansion and Contributions In Aid of Construction Loan Assessments contemplated by the Preliminary Rate Resolution, as reflected on, and at the addresses then shown on, the real property assessment tax roll database maintained by the Lee County Property Appraiser for the purpose of the levy and collection of ad valorem taxes.

FURTHER AFFIANT SAYETH NAUGHT.

Leslie Menapace

Affiant

State of FLORIDA
County of Lee

Sworn to (or affirmed) and subscribed before me by means of ☑ physical presence or ☐ online notarization, this 18th day of August, 2025 by Leslie Menapace, who ☑ is personally known to me or ☐ produced a _____ as identification, regarding the attached instrument described as: Affidavit of Mailing RE: Delinquent and to whose signature this notarization applies.



Tracy L Williams
notary public signature

Tracy L Williams
notary public printed name

FL-2003-JUR

www.NotaryFL.com provides this form pursuant to Florida Statutes §117.05(13)(a)

APPENDIX C

FORM OF CERTIFICATE
OF NON-AD VALOREM ASSESSMENT ROLL

I HEREBY CERTIFY that I am the Mayor of the City of Cape Coral, Florida (the "City"); as such I have satisfied myself that all property included or includable on the non-ad valorem assessment roll for **certain delinquent Water, Wastewater, Irrigation, Fire Service Non-Ad Valorem Special Assessments and Capital Expansion and Contributions In Aid of Construction loans** (the "Non-Ad Valorem Assessment Roll") for the City are properly assessed so far as I have been able to ascertain, and that all required extension on the above-described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I FURTHER CERTIFY that, in accordance with the Uniform Assessment Collection Act, this certificate and the herein described Non-Ad Valorem Assessment Roll will be delivered to the Lee County Tax Collector by September 15, 2025.

IN WITNESS WHEREOF, I have subscribed this certificate and directed the same to be delivered to the Lee County Tax Collector and made part of the above described Non-Ad Valorem Assessment Roll this _____ day of _____, 2025.

CITY OF CAPE CORAL, FLORIDA

By: _____
John Gunter, Mayor

DEFERRED/HARDSHIP/DELINQUENT LOANS

Type	Tax Parcel	Owner Name	Project	Total as of 7/31/25	Maximum Annual Installment	Term	Total Repayment Over Term
HS	014423C1024390210	SALGUEIRO ROBERTO & AILET	N1W	$ 483.11	$ 27.77	29 years	$ 805.35
HS	014423C1024390210	SALGUEIRO ROBERTO & AILET	N1S	$ 889.58	$ 42.38	29 years	$ 1,228.88
HS	014423C1024390210	SALGUEIRO ROBERTO & AILET	N1I	$ 403.43	$ 24.92	29 years	$ 722.58
HS	014423C1024390210	SALGUEIRO ROBERTO & AILET	CFECW1W	$ 82.93	$ 13.40	29 years	$ 388.48
HS	014423C1024390210	SALGUEIRO ROBERTO & AILET	CFECS1W	$ 253.34	$ 19.52	29 years	$ 566.10
HS	014423C1024390210	SALGUEIRO ROBERTO & AILET	CFECI1W	$ 169.24	$ 16.50	29 years	$ 478.50
HS	014423C1024390210	SALGUEIRO ROBERTO & AILET	FSA	$ 270.41	$ 54.09	5 years	$ 270.45
HS	014423C3024270470	WOLCOTT MICHELLE THERESA	N1W	$ 690.16	$ 35.21	29 years	$ 1,021.04
HS	014423C3024270470	WOLCOTT MICHELLE THERESA	N1S	$ 1,270.82	$ 56.07	29 years	$ 1,626.11
HS	014423C3024270470	WOLCOTT MICHELLE THERESA	N1I	$ 576.33	$ 31.13	29 years	$ 902.63
HS	014423C3024270470	WOLCOTT MICHELLE THERESA	CFECW1W	$ 118.32	$ 14.67	29 years	$ 425.33
HS	014423C3024270470	WOLCOTT MICHELLE THERESA	CFECS1W	$ 361.78	$ 23.42	29 years	$ 679.08
HS	014423C3024270470	WOLCOTT MICHELLE THERESA	CFECI1W	$ 241.35	$ 19.09	29 years	$ 553.61
HS	064424C3020380360	MUNOZ JOSE & RUTH	N2W	$ 995.17	$ 90.17	13 years	$ 1,172.17
HS	064424C3020380360	MUNOZ JOSE & RUTH	N2S	$ 2,383.17	$ 201.39	13 years	$ 2,618.01
HS	064424C3020380360	MUNOZ JOSE & RUTH	N2I	$ 696.13	$ 66.20	13 years	$ 860.57
HS	064424C3020380360	MUNOZ JOSE & RUTH	CFECW2	$ 1,015.08	$ 186.65	6 years	$ 1,119.90
HS	064424C3020380360	MUNOZ JOSE & RUTH	CFECS2	$ 2,383.26	$ 424.18	6 years	$ 2,545.08
HS	064424C3020380360	MUNOZ JOSE & RUTH	CFECI2	$ 1,775.64	$ 318.69	6 years	$ 1,912.14
HS	064424C3020380360	MUNOZ JOSE & RUTH	FSA	$ 947.62	$ 189.53	5 years	$ 947.65
HS	064424C4020510120	KASPRZYK LEANA	N2S	$ 1,274.48	$ 112.54	13 years	$ 1,463.04
HS	064424C4020510120	KASPRZYK LEANA	N2I	$ 368.82	$ 39.98	13 years	$ 519.73
HS	064424C4020510120	KASPRZYK LEANA	CFECS2	$ 1,645.09	$ 296.03	6 years	$ 1,776.18
HS	064424C4020510120	KASPRZYK LEANA	FSA	$ 405.36	$ 81.08	5 years	$ 405.40
HS	104423C4036570170	GUTIERREZ GABINO	N2S	$ 1,276.00	$ 112.67	13 years	$ 1,464.67
HS	104423C4036570170	GUTIERREZ GABINO	N2I	$ 370.32	$ 40.09	13 years	$ 521.22
HS	104423C4036570170	GUTIERREZ GABINO	CFECS2	$ 1,193.75	$ 217.67	6 years	$ 1,306.02
HS	104423C4036570170	GUTIERREZ GABINO	FSA	$ 515.59	$ 103.12	5 years	$ 515.60
DEF	104523C2033130070	ARREGLO RUEBEN P + DOMINICA S	SW2W	$ 11,736.71	$ 621.71	20 years	$ 12,434.20
DEF	104523C2033130070	ARREGLO RUEBEN P + DOMINICA S	SW2S	$ 37,818.68	$ 1,980.15	20 years	$ 39,603.00
DEF	104523C2033130070	ARREGLO RUEBEN P + DOMINICA S	SW2I	$ 10,316.44	$ 547.74	20 years	$ 10,954.80
DEF	104523C4033340010	RUSSO ELITE LLC	SW2S	$ 26,295.41	$ 1,379.98	20 years	$ 27,599.60
HS	114423C3025900150	RODRIGUEZ BEATRIZ	N2W	$ 311.11	$ 35.35	13 years	$ 459.60
HS	114423C3025900150	RODRIGUEZ BEATRIZ	N2S	$ 764.71	$ 71.70	13 years	$ 932.07
HS	114423C3025900150	RODRIGUEZ BEATRIZ	N2I	$ 221.30	$ 28.16	13 years	$ 366.03
HS	114423C3025900150	RODRIGUEZ BEATRIZ	CFECW2	$ 302.59	$ 62.96	6 years	$ 377.76
HS	114423C3025900150	RODRIGUEZ BEATRIZ	CFECS2	$ 715.30	$ 134.60	6 years	$ 807.60
HS	114423C3025900150	RODRIGUEZ BEATRIZ	CFECI2	$ 532.62	$ 102.89	6 years	$ 617.34
HS	114423C3025900150	RODRIGUEZ BEATRIZ	FSA	$ 247.71	$ 49.55	5 years	$ 247.75
LOANS	114423C4025810310	DIBIASI LORRAINE	WTR CIAC	$ 1,719.50	$ 607.47	3 years	$ 1,822.41
LOANS	114423C4025810310	DIBIASI LORRAINE	SWR CIAC	$ 5,642.09	$ 1,185.85	5 years	$ 5,929.26
HS	154423C1036360600	RABELL ROBERTO J	N2W	$ 1,662.49	$ 143.64	13 years	$ 1,867.26
HS	154423C1036360600	RABELL ROBERTO J	N2S	$ 3,720.48	$ 308.54	13 years	$ 4,011.04
HS	154423C1036360600	RABELL ROBERTO J	CFECW2	$ 1,519.94	$ 274.30	6 years	$ 1,645.80
HS	154423C1036360600	RABELL ROBERTO J	CFECS2	$ 3,575.26	$ 631.13	6 years	$ 3,786.78
HS	154423C1036360600	RABELL ROBERTO J	CFECI2	$ 2,663.35	$ 472.81	6 years	$ 2,836.86
HS	154423C1036360600	RABELL ROBERTO J	FSA	$ 1,845.43	$ 369.09	5 years	$ 1,845.45
HS	164423C1036900050	WITTEMAN PAMELYN SUE + WEBB SI	N2W	$ 1,138.83	$ 101.68	13 years	$ 1,321.80
HS	164423C1036900050	WITTEMAN PAMELYN SUE + WEBB SI	N2S	$ 2,526.66	$ 212.88	13 years	$ 2,767.38
HS	164423C1036900050	WITTEMAN PAMELYN SUE + WEBB SI	N2I	$ 737.67	$ 69.53	13 years	$ 903.91
HS	164423C1036900050	WITTEMAN PAMELYN SUE + WEBB SI	CFECW2	$ 1,192.34	$ 217.43	6 years	$ 1,304.58
HS	164423C1036900050	WITTEMAN PAMELYN SUE + WEBB SI	CFECS2	$ 2,800.93	$ 496.70	6 years	$ 2,980.20
HS	164423C1036900050	WITTEMAN PAMELYN SUE + WEBB SI	CFECI2	$ 2,086.53	$ 372.67	6 years	$ 2,236.02
HS	164423C1036900050	WITTEMAN PAMELYN SUE + WEBB SI	FSA	$ 1,138.34	$ 227.67	5 years	$ 1,138.35
HS	164423C1036950590	FLYNN WILLIAM R L/E	N2W	$ 236.43	$ 29.36	13 years	$ 381.74
HS	164423C1036950590	FLYNN WILLIAM R L/E	N2S	$ 581.17	$ 56.99	13 years	$ 740.86
HS	164423C1036950590	FLYNN WILLIAM R L/E	N2I	$ 168.18	$ 23.90	13 years	$ 310.65
HS	164423C1036950590	FLYNN WILLIAM R L/E	CFECW2	$ 201.79	$ 45.46	6 years	$ 272.76
HS	164423C1036950590	FLYNN WILLIAM R L/E	CFECS2	$ 476.95	$ 93.23	6 years	$ 559.38
HS	164423C1036950590	FLYNN WILLIAM R L/E	CFECI2	$ 355.16	$ 72.08	6 years	$ 432.48
HS	164423C1036950590	FLYNN WILLIAM R L/E	FSA	$ 166.65	$ 33.33	5 years	$ 166.65
HS	174423C1039400290	LANDIKUSIC GORAN PETAR & KUGLI	N2W	$ 694.70	$ 66.08	13 years	$ 859.08
HS	174423C1039400290	LANDIKUSIC GORAN PETAR & KUGLI	N2S	$ 1,623.65	$ 140.52	13 years	$ 1,826.77
HS	174423C1039400290	LANDIKUSIC GORAN PETAR & KUGLI	N2I	$ 475.34	$ 48.51	13 years	$ 630.64
HS	174423C1039400290	LANDIKUSIC GORAN PETAR & KUGLI	CFECW2	$ 713.54	$ 134.30	6 years	$ 805.80
HS	174423C1039400290	LANDIKUSIC GORAN PETAR & KUGLI	CFECS2	$ 1,668.92	$ 300.17	6 years	$ 1,801.02
HS	174423C1039400290	LANDIKUSIC GORAN PETAR & KUGLI	CFECI2	$ 1,244.00	$ 226.40	6 years	$ 1,358.40
HS	174423C1039400290	LANDIKUSIC GORAN PETAR & KUGLI	FSA	$ 849.03	$ 169.81	5 years	$ 849.05
HS	184423C3053330520	LAUDONIO ANTHONY	N2S	$ 254.90	$ 30.84	13 years	$ 400.97
HS	184423C3053330520	LAUDONIO ANTHONY	N2I	$ 73.77	$ 16.33	13 years	$ 212.33
HS	184423C3053330520	LAUDONIO ANTHONY	CFECS2	$ 238.60	$ 51.84	6 years	$ 311.04

DEFERRED/HARDSHIP/DELINQUENT LOANS

Type	Tax Parcel	Owner Name	Project	Total as of 7/31/25	Maximum Annual Installment	Term	Total Repayment Over Term
HS	184423C3053330520	LAUDONIO ANTHONY	CFECI2	$ 177.70	$ 41.27	6 years	$ 247.62
HS	184423C3053330520	LAUDONIO ANTHONY	FSA	$ 90.58	$ 18.12	5 years	$ 90.60
HS	224423C1043570430	WAIT CARMELA	SW67W	$ 867.31	$ 110.80	9 years	$ 997.22
HS	224423C1043570430	WAIT CARMELA	SW67S	$ 1,607.51	$ 196.48	9 years	$ 1,768.31
HS	224423C1043570430	WAIT CARMELA	SW67I	$ 569.96	$ 76.39	9 years	$ 687.47
HS	224423C1043570430	WAIT CARMELA	CFECW	$ 1,114.58	$ 203.93	6 years	$ 1,223.58
HS	224423C1043570430	WAIT CARMELA	CFECS	$ 3,286.80	$ 581.04	6 years	$ 3,486.24
HS	224423C1043570430	WAIT CARMELA	CFECI	$ 558.32	$ 107.35	6 years	$ 644.10
HS	224423C1043570430	WAIT CARMELA	FSA	$ 785.61	$ 157.13	5 years	$ 785.65
HS	224423C4044400290	MCARTHUR CHRISTINE M	SW67W	$ 808.48	$ 104.00	9 years	$ 936.00
HS	224423C4044400290	MCARTHUR CHRISTINE M	SW67S	$ 1,500.23	$ 184.06	9 years	$ 1,656.56
HS	224423C4044400290	MCARTHUR CHRISTINE M	SW67I	$ 551.11	$ 74.21	9 years	$ 667.88
HS	224423C4044400290	MCARTHUR CHRISTINE M	CFECW	$ 364.16	$ 73.65	6 years	$ 441.90
HS	224423C4044400290	MCARTHUR CHRISTINE M	CFECS	$ 1,069.20	$ 196.04	6 years	$ 1,176.24
HS	224423C4044400290	MCARTHUR CHRISTINE M	CFECI	$ 183.18	$ 42.22	6 years	$ 253.32
HS	224423C4044400290	MCARTHUR CHRISTINE M	FSA	$ 907.62	$ 181.53	5 years	$ 907.65
HS	234423C1044880050	WOLONOSKY MARTIN	SW67W	$ 3,816.80	$ 452.18	9 years	$ 4,069.59
HS	234423C1044880050	WOLONOSKY MARTIN	SW67S	$ 7,082.77	$ 830.19	9 years	$ 7,471.69
HS	234423C1044880050	WOLONOSKY MARTIN	SW67I	$ 2,540.93	$ 304.51	9 years	$ 2,740.59
HS	234423C1044880050	WOLONOSKY MARTIN	CFECW	$ 1,673.78	$ 301.01	6 years	$ 1,806.06
HS	234423C1044880050	WOLONOSKY MARTIN	CFECS	$ 4,932.17	$ 866.70	6 years	$ 5,200.20
HS	234423C1044880050	WOLONOSKY MARTIN	CFECI	$ 839.37	$ 156.15	6 years	$ 936.90
HS	234423C1044880050	WOLONOSKY MARTIN	FSA	$ 1,783.23	$ 356.65	5 years	$ 1,783.25
DEF	234423C3019860430	BY DAND CAPITAL LLC	SE1S	$ 44,102.50	$ 2,307.43	20 years	$ 46,148.60
HS	274423C4044070010	JD KELLEY FLORIDA PROPERTIES L	SW67W	$ 457.86	$ 63.42	9 years	$ 570.75
HS	274423C4044070010	JD KELLEY FLORIDA PROPERTIES L	SW67S	$ 847.51	$ 108.51	9 years	$ 976.59
HS	274423C4044070010	JD KELLEY FLORIDA PROPERTIES L	SW67I	$ 297.61	$ 44.86	9 years	$ 403.78
HS	274423C4044070010	JD KELLEY FLORIDA PROPERTIES L	CFECW	$ 584.66	$ 111.93	6 years	$ 671.58
HS	274423C4044070010	JD KELLEY FLORIDA PROPERTIES L	CFECS	$ 1,724.95	$ 309.90	6 years	$ 1,859.40
HS	274423C4044070010	JD KELLEY FLORIDA PROPERTIES L	CFECI	$ 292.24	$ 61.16	6 years	$ 366.96
HS	284423C2048130200	BISHOP CASSANDRA L	SW67W	$ 106.17	$ 22.71	9 years	$ 204.38
HS	284423C2048130200	BISHOP CASSANDRA L	SW67S	$ 196.37	$ 33.15	9 years	$ 298.31
HS	284423C2048130200	BISHOP CASSANDRA L	SW67I	$ 67.11	$ 18.19	9 years	$ 163.69
HS	284423C2048130200	BISHOP CASSANDRA L	CFECW	$ 139.04	$ 34.56	6 years	$ 207.36
HS	284423C2048130200	BISHOP CASSANDRA L	CFECS	$ 410.76	$ 81.73	6 years	$ 490.38
HS	284423C2048130200	BISHOP CASSANDRA L	CFECI	$ 69.52	$ 22.49	6 years	$ 134.94
HS	284423C2048130200	BISHOP CASSANDRA L	FSA	$ 85.40	$ 17.08	5 years	$ 85.40
HS	334423C2058820020	TORRES ISREAL & IMPERIA	SW67W	$ 175.75	$ 30.76	9 years	$ 276.84
HS	334423C2058820020	TORRES ISREAL & IMPERIA	SW67S	$ 320.65	$ 47.53	9 years	$ 427.78
HS	334423C2058820020	TORRES ISREAL & IMPERIA	SW67I	$ 111.21	$ 23.29	9 years	$ 209.63
HS	334423C2058820020	TORRES ISREAL & IMPERIA	CFECW	$ 250.42	$ 53.90	6 years	$ 323.40
HS	334423C2058820020	TORRES ISREAL & IMPERIA	CFECS	$ 739.24	$ 138.76	6 years	$ 832.56
HS	334423C2058820020	TORRES ISREAL & IMPERIA	CFECI	$ 124.76	$ 32.08	6 years	$ 192.48
HS	334423C2058820020	TORRES ISREAL & IMPERIA	FSA	$ 157.86	$ 31.58	5 years	$ 157.90
HS	334423C2058860180	COLEMAN ELEANOR V	SW67W	$ 879.62	$ 112.23	9 years	$ 1,010.06
HS	334423C2058860180	COLEMAN ELEANOR V	SW67S	$ 1,629.09	$ 198.97	9 years	$ 1,790.72
HS	334423C2058860180	COLEMAN ELEANOR V	SW67I	$ 577.67	$ 77.28	9 years	$ 695.53
HS	334423C2058860180	COLEMAN ELEANOR V	CFECW	$ 1,228.41	$ 223.69	6 years	$ 1,342.14
HS	334423C2058860180	COLEMAN ELEANOR V	CFECS	$ 3,617.45	$ 638.45	6 years	$ 3,830.70
HS	334423C2058860180	COLEMAN ELEANOR V	CFECI	$ 616.21	$ 117.41	6 years	$ 704.46
HS	334423C2058860180	COLEMAN ELEANOR V	FSA	$ 806.85	$ 161.37	5 years	$ 806.85
DEF	344423C1031900350	THOMPSON-LABBE KELLY &THOMPS	SW4W	$ 16,985.66	$ 895.09	20 years	$ 17,901.80
DEF	344423C1031900350	THOMPSON-LABBE KELLY &THOMPS	SW4S	$ 40,816.35	$ 2,136.27	20 years	$ 42,725.40
DEF	344423C1031900350	THOMPSON-LABBE KELLY &THOMPS	SW4I	$ 13,372.34	$ 706.90	20 years	$ 14,138.00
DEF	344423C3032080170	GOUKER CHAD/KELLY	SW4W	$ 16,985.66	$ 895.09	20 years	$ 17,901.80
DEF	344423C3032080170	GOUKER CHAD/KELLY	SW4S	$ 40,816.35	$ 2,136.27	20 years	$ 42,725.40
DEF	344423C3032080170	GOUKER CHAD/KELLY	SW4I	$ 13,372.34	$ 706.90	20 years	$ 14,138.00
DEF	344423C3032100330	UNKNOWN HEIRS OF SCHERER GER	SW4W	$ 15,441.50	$ 814.67	20 years	$ 16,293.40
DEF	344423C3032100330	UNKNOWN HEIRS OF SCHERER GER	SW4S	$ 37,105.76	$ 1,943.01	20 years	$ 38,860.20
DEF	344423C3032100330	UNKNOWN HEIRS OF SCHERER GER	SW4I	$ 12,156.67	$ 643.58	20 years	$ 12,871.60
DEF	354423C4019020010	MV CAPE CORAL II LLC	SW4W	$ 16,880.97	$ 889.64	20 years	$ 17,792.80



DEFERRED ASSESSMENTS, HARDSHIP DEFERRALS & DELINQUENT LOANS
FINAL RESOLUTION 246-25
AUGUST 27, 2025

Cape Coral FLORIDA

Resolution 246-25

1. Constitutes the Final Rate Resolution for the following:
   a. Delinquent Deferred Assessments
   b. Delinquent Hardship Deferrals
   c. Delinquent Capital Expansion and Contribution in Aid of Construction Loans
2. Amounts will be collected pursuant to the Uniform Assessment Collection Act
3. Notices were sent out first week of August to assessed property owners

Cape Coral FLORIDA

Delinquent Deferred Assessments

1. For certain Utility Expansion Projects (UEPs), the City offered property owners the option to defer assessment payments.
2. Owners were allowed to place a voluntary lien for the full assessment, including principal, interest, and administrative fees.
3. Deferred assessments become due and payable upon sale of the property, refinancing or transfer of ownership.

Delinquent Deferred Assessments

4. (7) properties totaling (15) deferred assessment accounts are still due and owing to the City
5. Installments will bill for a term of 20 years.
6. Delinquent balances, plus statutory discount and tax collector fees will be added to each installment.
7. Lien will be released upon payment in full.
8. Total Delinquent Deferred Assessments - $354,203.34

Delinquent Deferred Assessments

PARCEL NUMBER	PROJECT	TOTAL as of 7/31/25	Term 20 Year Annual Installment	Total per Yr/Per Property	Total Over 20 Year Term
			Total installment		
Parcel #1	SW2W	$ 11,736.71	$621.71		
Parcel #1	SW2S	$ 37,818.68	$1,980.15		
Parcel #1	SW2I	$ 10,316.44	$547.74		
				$3,149.60	**$62,992.00**
Parcel #2	SW2S	$26,295.41	$1,379.98		
				$1,379.98	**$27,599.60**
Parcel #3	SW4W	$16,985.66	$895.09		
Parcel #3	SW4S	$40,816.35	$2,136.27		
Parcel #3	SW4I	$13,372.34	$706.90		
				$3,738.26	**$74,765.20**
Parcel #4	SW4W	$16,880.97	$889.64		
				$889.64	**$17,792.80**
Parcel #5	SW4W	$15,441.50	$814.67		
Parcel #5	SW4S	$37,105.76	$1,943.01		
Parcel #5	SW4I	$12,156.67	$643.58		
				$3,401.26	**$68,025.20**
Parcel #6	SW4W	$16,985.66	$895.09		
Parcel #6	SW4S	$40,816.35	$2,136.27		
Parcel #6	SW4I	$13,372.34	$706.90		
				$3,738.26	**$74,765.20**
Parcel #7	SE1S	$44,102.50	$2,307.43		
				$2,307.43	**$46,148.60**
	TOTAL DUE	**$ 354,203.34**	**$18,604.43**	**$18,604.43**	**$372,088.60**

Cape Coral FLORIDA

Delinquent Hardship Assessments

1. Provides low-income property owners a means to defer all or part of certain UEP and Fire Service assessment each year based on HUD guidelines
2. Owners must apply for the program annually and all deferred amounts are recorded as liens against the properties.
3. Hardship amount includes principal and interest.
4. Hardship deferred amounts become due and payable upon sale of the property, refinancing or transfer of ownership.

Cape Coral FLORIDA

Delinquent Hardship Assessments

5. Currently (18) properties where the deferred hardship amount remains outstanding:
   a. (4) properties – ownership changed hands and amounts were not paid in full at closing
   b. (14) properties – Owner is no longer enrolled in the hardship program
6. Total Delinquent Hardship Assessments - $116,408.44

Delinquent Hardship Assessments

7. The repayment term will match the remaining term of the original assessment.
8. Remaining Capital Expansion and Contributions in Aid of Construction (CIAC) balances will be billed over a term of 6 years
9. Fire Service assessment balances will be billed over a term of 5 years and be added to the current annual Fire Service Assessment
10. No additional interest will accrue.

Delinquent Hardship Assessments

PARCEL NUMBER	PROJECT	TOTAL as of 7/31/25	Term Annual Installment	Total Repayment Over Term
Parcel #1	N1 - FIRE	$ 2,552.04	$198.58	$4,460.35
Parcel #2	N1	$ 3,258.76	$179.59	$5,207.92
Parcel #3	N2 -FIRE	$ 10,196.07	$1,621.89	$11,175.52
Parcel #4	N2 -FIRE	$ 3,693.75	$529.63	$4,164.35
Parcel #5	N2 -FIRE	$ 3,355.66	$473.55	$3,807.51
Parcel #6	N2 -FIRE	$ 3,095.34	$485.21	$3,808.16
Parcel #7	N2 -FIRE	$ 14,986.95	$2,527.60	$15,993.19
Parcel #8	N2 -FIRE	$ 11,621.30	$1,698.56	$12,652.23
Parcel #9	N2 -FIRE	$ 2,186.33	$354.35	$2,864.52
Parcel #10	N2 -FIRE	$ 7,269.18	$1,185.28	$8,130.76
Parcel #11	N2 -FIRE	$ 835.55	$158.40	$1,262.56
Parcel #12	SW67- FIRE	$ 8,790.09	$1,433.12	$9,592.57
Parcel #13	SW67- FIRE	$ 5,383.98	$855.71	$6,039.55
Parcel #14	SW67- FIRE	$ 22,669.05	$3,267.39	$24,008.29
Parcel #15	SW67	$ 4,204.83	$699.78	$4,849.07
Parcel #16	SW67- FIRE	$ 1,074.37	$229.91	$1,584.46
Parcel #17	SW67- FIRE	$ 1,879.89	$357.90	$2,420.59
Parcel #18	SW67- FIRE	$ 9,355.30	$1,529.40	$10,180.46
	TOTAL DUE	$ 116,408.44	$17,785.85	**$132,202.05**

Terms: North 1 - 29 years; North 2 – 13 years; SW 6&7 – 9 years; all other CFECs- 6 years; Fire – 5 Years

Delinquent Loan - Contribution in Aid of Construction (CIAC)

1. Prior to 2023, property owners could finance Utility Capital Expansion Fees (UCEF) for up to 6 years and Contribution in Aid of Construction (CIAC) fees for up to 15 years by entering into a voluntary lien agreement with the City.
2. The loans were billed annually by the City, not through property tax bills.
3. Ordinance 56-18 allows the City to collect delinquent loans via installments on the tax bill.

Delinquent Loan - Contribution in Aid of Construction (CIAC)

4. Penalties/Interest stop accruing.
5. All penalties and fines already imposed shall be waived upon payment in full of the Assessment.
6. Lien will be released upon payment in full.
7. Notices were mailed to Property Owners advising that failure to pay by 9/30/25 would result in installments on the November 2025 tax bill.

Delinquent Loan - Contribution in Aid of Construction (CIAC)

8. (1) property- total amount to be billed: $7,751.67

Parcel #1	Loan Balance	Year 1 Total	Year 2 Total	Year 3 Total	Year 4 Total	Year 5 Total
Water CIAC	$ 1,719.50	**$ 607.47**	**$ 607.47**	**$ 607.47**		
Sewer CIAC	$ 5,642.09	**$ 1,185.85**	**$ 1,185.85**	**$ 1,185.85**	**$ 1,185.85**	**$ 1,185.84**
		$ 1,793.32	**$ 1,793.32**	**$ 1,793.32**	**$ 1,185.85**	**$ 1,185.84**
Grant total to be collected	**$ 7,751.67**					

Thank you

Meeting Type Council – Regular Meeting

Meeting Date August 27, 2025

Agenda Request Form
City of Cape Coral

Title
Resolution 247-25 Final Public Hearing

Ordinances and Resolutions
A Resolution of the Mayor and City Council of the City of Cape Coral, Florida, approving the Fiscal Year 2025-2026 Non-Ad Valorem assessment roll for assessments to collect certain previously exempted North 1 West Irrigation Non-Ad Valorem Special Assessments; approving the amounts, and providing for collection of the assessments pursuant to the Uniform Assessment Collection Act; and providing for an effective date. (Brought forward by City Management)

Requested Action Approve or Deny

Summary Explanation and Background
The North 1 West Utility Expansion Project included connection to and assessment of water, sewer, and irrigation. Of the 3,812 properties connected to irrigation services, twenty-two (22) properties were incorrectly coded in the system. Although services were provided, these parcels were mistakenly entered into the system as being within 75 feet of a potable well, which would normally prohibit connection. When properties are coded this way, the City is responsible for paying the assessment until the parcel, previously on well water, is connected to municipal water. Due to this coding error, the property owners did not receive notice about the irrigation assessment, and the City paid the November 2024 irrigation installment on their behalf.

The miscoding does not exempt the property owners from paying the assessment. Utilizing Chapter 17 of the City Code which provides a uniform process for the imposition and annual administration of Assessments imposed to fund essential services and capital improvements, the City will assess the property owners for the original amount due on March 22, 2023 for a term of thirty (30) years, plus interest and any associated annual collection costs the City incurs.

Strategic Plan Alignment

Is this a Strategic Decision? YES
If No, will it harm the intent or success of the Strategic Plan? NO
If Yes, Priority Goals Supported are listed below:

- ☒ CITY SERVICES AND AMENITIES: DELIVER EXCEPTIONAL CITY SERVICES AND HIGH-QUALITY AMENITIES
- ☐ COMMUNICATION: CULTIVATE AN ENGAGED AND INFORMED COMMUNITY AND WORKFORCE
- ☐ ECONOMY, EDUCATION, AND WORKFORCE: CREATE A COMMUNITY OF PROSPEROUS RESIDENTS, THRIVING NEIGHBORHOODS, AND SUCCESSFUL BUSINESSES
- ☐ FISCAL SUSTAINABILITY: MAINTAIN A FINANCIALLY SOUND GOVERNMENT AND HIGH-PERFORMING ORGANIZATION
- ☐ INFRASTRUCTURE: INVEST IN RESILIENT INFRASTRUCTURE

☐ ENVIRONMENTAL SUSTAINABILITY: PRESERVE CAPE CORAL'S NATURAL RESOURCES FOR CURRENT AND FUTURE GENERATIONS

Is this a Consultant recommendation? NO
Is this contained in a Master Plan? NO
If yes to either question, please provide details of the name of Consultant or name of the Master Plan when applicable:

Recommendations

Approve Resolution 247-25

Source of Additional Information

Crystal Feast, Financial Services Director, cfeast@capecoral.gov, (239)574-0491

Fiscal Impact/Funding Sources(s)/Budget Consideration

Revenue generated from the approved Resolution will be used to reimburse the City for assessments paid on the Property Owners' behalf.

Will this action result in a Budget Amendment? NO

Prepared By Suzanne Lopez, Senior Administrative Specialist

RESOLUTION 247 - 25

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF CAPE CORAL, FLORIDA, APPROVING THE FISCAL YEAR 2025-2026 NON-AD VALOREM ASSESSMENT ROLL FOR ASSESSMENTS TO COLLECT CERTAIN PREVIOUSLY EXEMPTED NORTH 1 WEST IRRIGATION NON-AD VALOREM SPECIAL ASSESSMENTS, APPROVING THE AMOUNTS, AND PROVIDING FOR COLLECTION OF THE ASSESSMENTS PURSUANT TO THE UNIFORM ASSESSMENT COLLECTION ACT; AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CAPE CORAL, FLORIDA, AS FOLLOWS:

SECTION 1. AUTHORITY. This Resolution is adopted pursuant to the provisions of Chapter 9, Article V of the City of Cape Coral Code of Ordinances (the "Code"), Chapter 17 of the Code (the "Assessment Ordinance"), Sections 166.021, 166.041, and 197.3632 of the Florida Statutes and other applicable provisions of law, and City Resolution 209-25 (the "Preliminary Resolution").

SECTION 2. DEFINITIONS. This resolution constitutes the Annual Resolution, as defined in Section 17-1 of the Assessment Ordinance, for assessments imposed to collect irrigation assessments for twenty-two properties along the west side of Andalusia Blvd (Block 2101) that were incorrectly coded and improperly exempted from paying the first installment of the North 1 West irrigation non-ad valorem assessments in February 2023. All capitalized words and terms not otherwise defined herein shall have the meanings set forth in the Assessment Ordinance and the Preliminary Rate Resolution. Unless the context indicates otherwise, words imparting the singular number include the plural number, and vice versa.

SECTION 3. FINDINGS. It is hereby ascertained, determined, and declared as follows:

(A) On July 23, 2025, the Mayor and City Council adopted the Preliminary Resolution for Fiscal Year 2025-2026 which described the assessments to be imposed to collect irrigation assessments for twenty-two properties along the west side of Andalusia Blvd (Block 2101) that were incorrectly coded and improperly exempted from paying the first installment of the North 1 West irrigation non-ad valorem assessments in February 2023.

(B) The Assessment Ordinance provides for the adoption of a Preliminary Resolution and an Annual Resolution for each Fiscal Year approving, confirming or amending the Assessment Roll.

(C) The Mayor and City Council conducted a public hearing on August 27, 2025, to consider adoption of the Assessment Roll for Fiscal Year 2025-2026. Notice of such public hearing was published in accordance with Section 17-33 of the Assessment Ordinance, proof of publication being attached hereto as Appendix A. Notice of such public hearing was also mailed in accordance with Sections 17-34 and 17-37 of the Assessment Ordinance, an affidavit of mailing being attached hereto as Appendix B.

(D) This Annual Resolution is adopted for purposes of approving the Assessment amounts for twenty-two properties along the west side of Andalusia Blvd (Block 2101) that were incorrectly coded and improperly exempted from paying the first installment of the North 1 West irrigation non-ad valorem assessments in February 2023 on the mistaken belief that there was no available potable water service and certifying the Assessment Roll for Fiscal Year 2025-2026.

(E) The Assessments contemplated hereunder are imposed by the Mayor and City Council, not the Property Appraiser or Tax Collector. Any activity of the Property Appraiser or Tax Collector under the provisions of this Resolution shall be construed solely as ministerial.

(F) The legislative determinations and findings set forth in the Preliminary Resolution are hereby ratified, confirmed and incorporated herein by reference.

SECTION 4. APPROVAL OF ASSESSMENT ROLL; COLLECTION OF ASSESSMENTS.

(A) The Assessment Roll for Fiscal Year 2025-2026, a copy of which is on file with the City Clerk and incorporated herein by reference, is hereby confirmed and approved.

(B) The Assessment Coordinator is hereby authorized and directed to certify the foregoing Assessment Roll to the Tax Collector by no later than September 15, 2025 for collection on the November 2025 ad valorem property tax bill pursuant to the Uniform Assessment Collection Act.

(C) The Assessment Roll as delivered to the Tax Collector shall be accompanied by a Certificate of Non-Ad Valorem Assessment Roll in substantially the form attached hereto as Appendix C.

(E) Assessments for the twenty-two properties along the west side of Andalusia Blvd (Block 2101) that were incorrectly coded and improperly exempted from paying the first installment of the North 1 West irrigation non-ad valorem assessments in February 2023 on the mistaken belief that there was no available potable water service shall constitute a lien upon Assessed Parcels equal in rank and dignity with the liens of all state, county, district or municipal taxes and other non-ad valorem assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other liens, titles and claims until paid.

SECTION 5. SEVERABILITY. If any clause, section, or provision of this Resolution shall be declared unconstitutional or invalid for any reason or cause, the remaining portion of said Resolution shall be in full force and effect and be valid as if such invalid portion thereof had not been incorporated herein.

SECTION 6. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CAPE CORAL, FLORIDA, AT THEIR REGULAR SESSION THIS _____ DAY OF _____, 2025.

_____
JOHN GUNTER, MAYOR

VOTE OF MAYOR AND CITY COUNCILMEMBERS:

GUNTER	_____	LASTRA	_____
STEINKE	_____	KILRAINE	_____
LEHMANN	_____	LONG	_____
DONNELL	_____	KADUK	_____

ATTESTED TO AND FILED IN MY OFFICE THIS _____ DAY OF _____, 2025.

_____
KIMBERLY BRUNS
CITY CLERK

APPROVED AS TO FORM:

_____
ALEKSANDR BOKSNER
CITY ATTORNEY
Res/North 1 West Irrigation

APPENDIX A

PROOF OF PUBLICATION

LocaliQ
Florida
GANNETT

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Leslie Menapace
City Attorney's Office
City Of Cape Coral Clerks Off
Po Box 150027
Cape Coral FL 33915-0027

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the News-Press, a daily newspaper published at Fort Myers in Lee County, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of , was published on the publicly accessible website of Lee County, Florida, or in a newspaper by print in the issues of, on:

07/29/2025

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.
Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 07/29/2025

Legal Clerk

Notary, State of WI, County of Brown

8-21-26

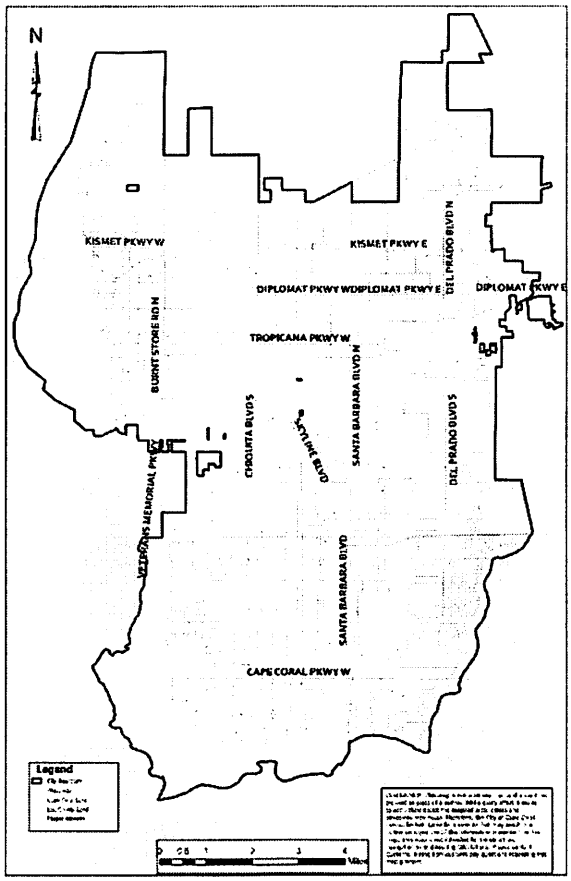
My commission expires

Publication Cost:	$154.44	
Tax Amount:	$0.00	
Payment Cost:	$154.44	
Order No:	11522102	# of Copies:
Customer No:	1124492	1
PO #:		

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

NICOLE JACOBS
Notary Public
State of Wisconsin



Cape Coral

CITY OF CAPE CORAL BOUNDARY

FORM OF NOTICE TO BE PUBLISHED

NOTICE OF A PUBLIC HEARING TO CONSIDER THE UNIFORM METHOD FOR THE LEVY, COLLECTION, AND ENFORCEMENT AUTHORIZED IN FLORIDA STATUTES SECTION 197.3632 OF CERTAIN PREVIOUSLY EXEMPTED NORTH 1 WEST IRRIGATION NON-AD VALOREM SPECIAL ASSESSMENTS, AND CAPITAL EXPANSION AND CONTRIBUTIONS IN AID OF CONSTRUCTION FEES

Notice is hereby given that the City Council of the City of Cape Coral, Florida, will conduct a public hearing to consider the Uniform Method for the levy, collection and enforcement authorized in Florida Statutes sections 197.3632 of certain previously exempted North 1 West Irrigation non-ad valorum special assessments. The hearing will be held at 4 P.M., or as soon thereafter as the matter can be heard, on August 27, 2025, in the Council Chambers of City Hall located at 1015 Cultural Park Boulevard, Cape Coral, Florida for the purpose of receiving public comment on the matter. In accordance with Section 286.26, Florida Statutes, persons with disabilities needing special accommodations to participate in this hearing should contact the City Clerk at (239) 574-0411 at least 48 hours prior to the hearing. All affected real property owners have a right to appear at the hearing and to file written objections with the Council within 20 days of this notice. If a person wishes to appeal any decision made by the City Council with respect to any matter considered at the hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is made.

In accordance with Section 17-20 of Article II, Chapter 17 of the City of Cape Coral Code of Ordinances, the City imposed various special assessments on real property to fund the costs of both essential services and/or capital improvements incurred by the City in providing the infrastructure necessary for the provision of water, wastewater and irrigation utility services. Twenty-two properties along the west side of Andalusia Blvd (block 2101) were incorrectly coded and improperly exempted from paying the first installment of the North 1 West Irrigation non-ad valorem assessments in February 2023 on the mistaken belief that there was no available potable water service available. The twenty-two properties along the west side of block 2101 were in fact previously served with potable water by the North Central Loop project. The exemption from the assessment for the twenty-two properties along Andalusia Blvd. is not applicable because an available potable water service is available.

The amount of the assessment to be considered at the public hearing will be equal to the total amounts due and owing as of November 1, 2025 for a term of thirty (30) years plus interest and any associated annual collection costs the city incurs in connection with the implementation, administration, collection, and enforcement of the assessments including but are not limited to any service charges of the Lee County Tax Collector and the Property Assessor, and amounts necessary to off-set any applicable statutory discounts for the early payment of ad valorem taxes and non-ad valorem assessments. A copy of the assessment roll listing each property subject to the assessment and the dollar amount of the assessment imposed against each property is available for inspection at the City Clerk's office, located at City Hall, 1015 Cultural Park Boulevard, Cape Coral, Florida.

The assessments may be paid in full at any time at the option of affected property owners. Any assessment which is not prepaid on or before September 30, 2025, will be collected in annual installments on the ad valorem tax bill mailed each November by the County Tax Collector, beginning in November 2025, in accordance with Section 197.3632, Florida Statutes. Florida law provides that failure to pay the assessments or any annual installment thereof will cause a tax certificate to be issued against the real property which may result in foreclosure and a loss of title.

If you have any questions, please contact the Financial Services Department at 239/242-3851, Monday through Friday between 7:30 a.m. and 4:30 p.m.

CITY OF CAPE CORAL, FLORIDA

APPENDIX B

CERTAIN PREVIOUSLY EXEMPTED NORTH 1 WEST IRRIGATION NON-AD VALOREM SPECIAL ASSESSMENTS, AND CAPITAL EXPANSION AND CONTRIBUTIONS IN AID OF CONSTRUCTION FEES ASSESSMENTS AFFIDAVIT OF MAILING

BEFORE ME, the undersigned authority, personally appeared LESLIE MENAPACE, who after being duly sworn, deposes and says:

1. I, LESLIE MENAPACE, have been designated by the Assessment Coordinator of the City of Cape Coral, Florida, to mail the notices required by Section 4 of Resolution 209-25 adopted by the Council of the City of Cape Coral, Florida, on July 23, 2025.

2. On or before August 6, 2025, I facilitated and directed the mailing of notice in accordance with Section 4 of City Resolution No. 209-25 (the "Preliminary Rate Resolution"), Section 17-34 and Section 17-37 of the City Code of Ordinances, by first class mail, to each owner of real property located within the City subject to the Certain Previously Exempted North 1 West Irrigation Non-Ad Valorem Special Assessments, and Capital Expansion and Contributions In Aid of Construction Fee Assessments contemplated by the Preliminary Rate Resolution, as reflected on, and at the addresses then shown on, the real property assessment tax roll database maintained by the Lee County Property Appraiser for the purpose of the levy and collection of ad valorem taxes.

FURTHER AFFIANT SAYETH NAUGHT.

Leslie Menapace

Affiant

State of FLORIDA
County of Lee

Sworn to (or affirmed) and subscribed before me by means of ☑ physical presence or ☐ online notarization, this 18th day of August, 2025 by Leslie Menapace, who ☑ is personally known to me or ☐ produced a _____ as identification, regarding the attached instrument described as: Affidavit of Mailing RE: Northwest previously exempt and to whose signature this notarization applies.

Notary Public State of Florida
Tracy L Williams (Seal)
My Commission
HH 181531
Exp. 01/21/2026

Tracy L Williams
notary public signature

Tracy L Williams
notary public printed name

FL-2003-JUR

www.NotaryFL.com provides this form pursuant to Florida Statutes §117.05(13)(a)

APPENDIX C

FORM OF CERTIFICATE
OF NON-AD VALOREM ASSESSMENT ROLL

I HEREBY CERTIFY that I am the Mayor of the City of Cape Coral, Florida (the "City"); as such I have satisfied myself that all property included or includable on the non-ad valorem assessment roll for **previously exempted North 1 West Irrigation** (the "Non-Ad Valorem Assessment Roll") for the City are properly assessed so far as I have been able to ascertain, and that all required extension on the above-described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I FURTHER CERTIFY that, in accordance with the Uniform Assessment Collection Act, this certificate and the herein described Non-Ad Valorem Assessment Roll will be delivered to the Lee County Tax Collector by September 15, 2025.

IN WITNESS WHEREOF, I have subscribed this certificate and directed the same to be delivered to the Lee County Tax Collector and made part of the above described Non-Ad Valorem Assessment Roll this _____ day of _____, 2025.

CITY OF CAPE CORAL, FLORIDA

By: _____
John Gunter, Mayor

NORTH 1 WEST IRRIGATION IMPROVEMENT AREA

In Order by Tax Parcel

(Confidential Records are listed as 'N/A')

Tax Parcel	Owner Name	Irrigation Equivalent Parcels	Line Extension Initial Prepayment Amount	Line Extension Annual Installment 20 Year Term	Line Extension Annual Installment 25 Year Term	Line Extension Annual Installment 30 Year Term	Irrigation Capital Facility ERU	Capital Facility Initial Prepayment Amount	Capital Facility Annual Installment 20 Year Term	Capital Facility Annual Installment 25 Year Term	Capital Facility Annual Installment 30 Year Term
314324C4021010070	MALDONADO VICTOR	1.2	$7,249.20	$927.60	$846.00	$792.00	1.00	$809.00	$114.00	$105.00	$99.00
314324C4021010420	PRIMUS LLC	1.8	$10,873.80	$1,391.40	$1,269.00	$1,188.00	1.00	$809.00	$114.00	$105.00	$99.00
314324C4021010470	BAZAN REAL ESTATE INVESTMENT L	1.2	$7,249.20	$927.60	$846.00	$792.00	1.00	$809.00	$114.00	$105.00	$99.00
314324C4021010130	BAZAN REAL ESTATE INVESTMENT L	1.8	$10,873.80	$1,391.40	$1,269.00	$1,188.00	1.00	$809.00	$114.00	$105.00	$99.00
314324C4021010390	RICHAP CORP	1.8	$10,873.80	$1,391.40	$1,269.00	$1,188.00	1.00	$809.00	$114.00	$105.00	$99.00
314324C4021010490	EDWARD I FLYNN INC + BMAK HOLDING LLC ET AL	1.2	$7,249.20	$927.60	$846.00	$792.00	1.00	$809.00	$114.00	$105.00	$99.00
314324C4021010160	PARSELIUNAS LAIMIS	1.8	$10,873.80	$1,391.40	$1,269.00	$1,188.00	1.00	$809.00	$114.00	$105.00	$99.00
314324C4021010290	KUNG OMTHANG SANG	1.2	$7,249.20	$927.60	$846.00	$792.00	1.00	$809.00	$114.00	$105.00	$99.00
314324C4021010110	YC MILIAN INVESTMENT LLC	1.2	$7,249.20	$927.60	$846.00	$792.00	1.00	$809.00	$114.00	$105.00	$99.00
314324C4021010260	CHAMBERS SHIRLEY	1.8	$10,873.80	$1,391.40	$1,269.00	$1,188.00	1.00	$809.00	$114.00	$105.00	$99.00
314324C4021010090	QUITO INVESTMENTS GROUP LLC	1.2	$7,249.20	$927.60	$846.00	$792.00	1.00	$809.00	$114.00	$105.00	$99.00
314324C4021010230	FERNANDEZ JULIO CESAR	1.8	$10,873.80	$1,391.40	$1,269.00	$1,188.00	1.00	$809.00	$114.00	$105.00	$99.00
314324C4021010190	PENKAL GARY T & KATHERINE	1.2	$7,249.20	$927.60	$846.00	$792.00	1.00	$809.00	$114.00	$105.00	$99.00
314324C4021010310	M J INMUEBLES S A + AVILA MARIO ET AL	1.2	$7,249.20	$927.60	$846.00	$792.00	1.00	$809.00	$114.00	$105.00	$99.00
314324C4021010210	FUENTES JUAN P + FUENTES MARY S	1.2	$7,249.20	$927.60	$846.00	$792.00	1.00	$809.00	$114.00	$105.00	$99.00
314324C4021010450	PRIMUS LLC	1.2	$7,249.20	$927.60	$846.00	$792.00	1.00	$809.00	$114.00	$105.00	$99.00
314324C4021010050	DEDAJ TONI	1.2	$7,249.20	$927.60	$846.00	$792.00	1.00	$809.00	$114.00	$105.00	$99.00
314324C4021010010	CORAL DIPLOMAT APARTMENTS LLC	2.4	$14,498.40	$1,855.20	$1,692.00	$1,584.00	N/A	$0.00	$0.00	$0.00	$0.00
314324C4021010330	MCMAHAN MARTIN ALAN & MCMAHAN TERRI	2.4	$14,498.40	$1,855.20	$1,692.00	$1,584.00	2.00	$1,116.00	$154.00	$141.00	$133.00
314324C4021010370	RICHAP CORP	1.2	$7,249.20	$927.60	$846.00	$792.00	N/A	$0.00	$0.00	$0.00	$0.00
364323C3021010970	ANTHONY LAQUIDARA TRUST + LAQUIDARA FELIX	3.3	$19,935.30	$2,550.90	$2,326.50	$2,178.00	N/A	$0.00	$0.00	$0.00	$0.00
314324C4021010510	CONNER PAUL R TR	1.2	$7,249.20	$927.60	$846.00	$792.00	N/A	$0.00	$0.00	$0.00	$0.00



NORTH 1 WEST IRRIGATION ASSESSMENTS
FINAL RESOLUTION 247-25
AUGUST 27, 2025

Cape Coral FLORIDA

Resolution 247-25

1. Constitutes the Final Rate Resolution, which initiates the process for an Assessment Roll for:
   a. (22) properties that were incorrectly coded and improperly exempted from paying the North 1 West Irrigation Assessment
2. Chapter 17 of the Code provides a uniform process for the imposition and annual administration of Assessments
3. Amounts will be collected pursuant to the Uniform Assessment Collection Act

Cape Coral FLORIDA

North 1 West Irrigation

1. On March 22, 2023, City Council approved Resolution 71-23, approving the North 1 West Irrigation assessments.
2. (22) properties were miscoded in the system as being within 75 feet of a potable well, which would normally prohibit connection.
3. In these instances, the City pays the assessment until such time the parcel can receive service.

North 1 West Irrigation

4. Property owners have been notified of the original North 1 Irrigation line extension and CFEC amounts.
5. 30-day prepayment period- if not prepaid by 09/30/2025, installments will begin November 2025 tax bill
6. Owners will have the full 30-year term, so these accounts will continue to bill one additional year past the original North 1 West term.
7. The City will be reimbursed for the first year that was paid for on the Property Owner's behalf.

Cape Coral FLORIDA

North 1 West Irrigation

Timeline	
07/23/2025	Council approved Resolution 209-25 ✓
08/06/2025	Notices were mailed advising of Public Hearing on 8/27/25 and assessment amount ✓
08/27/2025	Council approves Final Resolution
08/28/2025	Prepayment period begins
09/30/2025	Prepayment period ends
10/06/2025	First Installments are sent to Tax Collector to be included on the November 2025 tax bill

Annual installments will for 30 years unless otherwise paid in full.

North 1 West Irrigation – 22 Parcels

Financing Schedule

PARCEL NUMBER	PROJECT	EP	INITIAL AMOUNT PREPAYMENT PERIOD	AMOUNT AFTER PP	30 Year Max	ERU	CFEC AMOUNT PREPAYMENT PERIOD	CFEC AFTER PP	CFEC Max 30	Annual Total
Parcel #1	N1WI	1.2	$ 7,249.20	$ 7,786.80	$ 792.00	1	$ 809.00	$ 871.47	$ 99.00	**$ 891.00**
Parcel #2	N1WI	1.8	$ 10,873.80	$ 11,680.20	$ 1,188.00	1	$ 809.00	$ 871.47	$ 99.00	**$ 1,287.00**
Parcel #3	N1WI	1.2	$ 7,249.20	$ 7,786.80	$ 792.00	1	$ 809.00	$ 871.47	$ 99.00	**$ 891.00**
Parcel #4	N1WI	1.8	$ 10,873.80	$ 11,680.20	$ 1,188.00	1	$ 809.00	$ 871.47	$ 99.00	**$ 1,287.00**
Parcel #5	N1WI	1.8	$ 10,873.80	$ 11,680.20	$ 1,188.00	1	$ 809.00	$ 871.47	$ 99.00	**$ 1,287.00**
Parcel #6	N1WI	1.2	$ 7,249.20	$ 7,786.80	$ 792.00	1	$ 809.00	$ 871.47	$ 99.00	**$ 891.00**
Parcel #7	N1WI	1.8	$ 10,873.80	$ 11,680.20	$ 1,188.00	1	$ 809.00	$ 871.47	$ 99.00	**$ 1,287.00**
Parcel #8	N1WI	1.2	$ 7,249.20	$ 7,786.80	$ 792.00	1	$ 809.00	$ 871.47	$ 99.00	**$ 891.00**
Parcel #9	N1WI	1.2	$ 7,249.20	$ 7,786.80	$ 792.00	1	$ 809.00	$ 871.47	$ 99.00	**$ 891.00**
Parcel #10	N1WI	1.8	$ 10,873.80	$ 11,680.20	$ 1,188.00	1	$ 809.00	$ 871.47	$ 99.00	**$ 1,287.00**
Parcel #11	N1WI	1.2	$ 7,249.20	$ 7,786.80	$ 792.00	1	$ 809.00	$ 871.47	$ 99.00	**$ 891.00**
Parcel #12	N1WI	1.8	$ 10,873.80	$ 11,680.20	$ 1,188.00	1	$ 809.00	$ 871.47	$ 99.00	**$ 1,287.00**
Parcel #13	N1WI	1.2	$ 7,249.20	$ 7,786.80	$ 792.00	1	$ 809.00	$ 871.47	$ 99.00	**$ 891.00**
Parcel #14	N1WI	1.2	$ 7,249.20	$ 7,786.80	$ 792.00	1	$ 809.00	$ 871.47	$ 99.00	**$ 891.00**
Parcel #15	N1WI	1.2	$ 7,249.20	$ 7,786.80	$ 792.00	1	$ 809.00	$ 871.47	$ 99.00	**$ 891.00**
Parcel #16	N1WI	1.2	$ 7,249.20	$ 7,786.80	$ 792.00	1	$ 809.00	$ 871.47	$ 99.00	**$ 891.00**
Parcel #17	N1WI	1.2	$ 7,249.20	$ 7,786.80	$ 792.00	1	$ 809.00	$ 871.47	$ 99.00	**$ 891.00**
Parcel #18	N1WI	2.4	$ 14,498.40	$ 15,573.60	$ 1,584.00	0	NA	NA	NA	**$ 1,584.00**
Parcel #19	N1WI	2.4	$ 14,498.40	$ 15,573.60	$ 1,584.00	2	$ 3,110.00	$ 3,350.00	$ 353.00	**$ 1,937.00**
Parcel #20	N1WI	1.2	$ 7,249.20	$ 7,786.80	$ 792.00	0	NA	NA	NA	**$ 792.00**
Parcel #21	N1WI	3.3	$ 19,935.30	$ 21,413.70	$ 2,178.00	0	NA	NA	NA	**$ 2,178.00**
Parcel #22	N1WI	1.2	$ 7,249.20	$ 7,786.80	$ 792.00	0	NA	NA	NA	**$ 792.00**
			$ 208,414.50	$ 223,870.50	$22,770.00	19	$ 16,863.00	$18,164.99	$ 2,036.00	**$ 24,806.00**

Cape Coral FLORIDA

Thank you