



Meeting Type City Council – Regular Meeting
Meeting Date September 16, 2026

Agenda Request Form

City of Cape Coral

Title

Ordinance 53-26 Set Public Hearing for October 7, 2026

Ordinances and Resolutions

An Ordinance of the Mayor and City Council of the City of Cape Coral, Florida, approving and granting to Lee County Electric Cooperative, Inc., a Florida not for profit organization, an easement for a right-of-way to be used for the construction, operation, and maintenance of one or more overhead and underground electric distribution or transmission lines over, under, in, on, upon, and across certain real property owned by the City as more particularly described herein; and authorizing and directing the Mayor to execute the easement; providing for severability and an effective date. (Brought forward by City Management)

Requested Action Introduction

Summary Explanation and Background

In 2017, Liberty Health Park Subdivision was created at the northeast corner of Pine Island Road and NE 24th Avenue in northeastern Cape Coral. The subdivision plat dedicated two tracts of land to the City of Cape Coral - Tract R-1 for future road right-of-way and Tract R-2 for a future Lee County Electric Cooperative (LCEC) easement to relocate its facilities. Subsequent to the recording of the plat, the two tracts were deeded to the City of Cape Coral.

The NE 24th Avenue Widening is a major transportation capacity improvement identified in both the City of Cape Coral's Mobility Plan and the Lee County MPO Long Range Transportation Plan. The project will widen and extend NE 24th Avenue from the southern terminus of Pine Island Road to a future connection at Del Prado Boulevard North, converting the existing two-lane roadway into a four-lane divided facility with associated sidewalks, lighting, drainage, and multimodal improvements. The project is currently being advanced through the North 1 East Utility Extension Project. Planned improvements also include roundabouts at the Diplomat Parkway East and the Kismet Parkway East intersections with NE 24th Avenue.

LCEC has existing transmission and distribution facilities within the Liberty Health Park Tract R-1 parcel by virtue of utility easements. Granting this easement will provide LCEC the ability to relocate its facilities from Tract R-1, allowing it to be used as road right-of-way, and relocate its facilities to the Tract R-2 parcel.

Section 166.041(4)(c)4., Florida Statutes, expressly exempts ordinances required to implement a contract or an agreement from the Business Impact Estimate ("BIE") requirement.

Strategic Plan Alignment

Is this a Strategic Decision? YES

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

If Yes, Priority Goals Supported are listed below, place an **X** on all that apply:

☐	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: N/A

Recommendations:

Staff recommends approval of Ordinance 53-26.

Source of Additional Information:

Dawn Y. Andrews, Property Broker
Public Works Real Estate Division
239-574-0735

Matt Williams, P.E., CFM, Public Works Director
Public Works Administration
239-574-0457

Fiscal Impact/Funding Sources(s)/Budget Consideration:

N/A

Will this action result in a Budget Amendment? NO

Prepared By: Dawn Y. Andrews, Property Broker

ORDINANCE 53 - 26

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF CAPE CORAL, FLORIDA APPROVING AND GRANTING TO LEE COUNTY ELECTRIC COOPERATIVE, INC., A FLORIDA NOT FOR PROFIT ORGANIZATION, AN EASEMENT FOR A RIGHT-OF-WAY TO BE USED FOR THE CONSTRUCTION, OPERATION AND MAINTENANCE OF ONE OR MORE OVERHEAD AND UNDERGROUND ELECTRIC DISTRIBUTION OR TRANSMISSION LINES OVER, UNDER, IN, ON, UPON, AND ACROSS CERTAIN REAL PROPERTY OWNED BY THE CITY AS MORE PARTICULARLY DESCRIBED HEREIN; AND AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE THE EASEMENT; PROVIDING SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Liberty Health Park Subdivision was created in 2017, which is located at the northeast corner of Pine Island Road and NE 24th Avenue, which dedicated two tracts of land to the City, Tract R-1 for future road right-of-way and Tract R-2 for future Lee County Electric Cooperative ("LCEC") easement to relocate its facilities; and

WHEREAS, the NE 24th Avenue Widening is a major transportation capacity improvement identified in both the City's Mobility Plan and the Lee County Metropolitan Planning Organization Long Range Transportation Plan, which includes expanding the current two-lane roadway into a four-lane divided roadway with associated sidewalks, lighting, drainage, and multimodal improvements; and

WHEREAS, granting this easement will allow LCEC the ability to relocate its facilities from Tract R-1, allowing it to be used as road right-of-way, and relocates its facilities to Tract R-2 parcel.

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

SECTION 1. The Mayor and City Council hereby approve and grant to Lee County Electric Cooperative, Inc., a Florida not for profit corporation, an easement for a right-of-way to be used for the construction, operation and maintenance of one or more overhead and underground electric distribution or transmission lines, including, but not limited to wires, poles, cables, conduits, anchors, guys, and roads, trails and equipment associated therewith, over, under, in, on, upon, and across certain real property owned by the City, as more particularly described as follows:

TRACT R-2 LEGAL DESCRIPTION

A TRACT OR PARCEL OF LAND LYING IN SECTION 4, TOWNSHIP 44, SOUTH, RANGE 24 EAST, CITY OF CAPE CORAL, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TRACT R-2, AS SHOWN ON THE SUBDIVISION PLAT LIBERTY HEALTH PARK, RECORDED AS INSTRUMENT NUMBER 2017000110581 IN THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

SECTION 2. The Mayor is hereby authorized and directed to execute the Easement, a copy of which is attached hereto as Exhibit 1.

SECTION 3. Severability. In the event that any portion or section of this Ordinance is determined to be invalid, illegal or unconstitutional by a court of competent jurisdiction, such decision shall in no manner affect the remaining portions or sections of this Ordinance which shall remain in full force and effect.

SECTION 4. Effective Date. This ordinance shall take effect immediately upon its adoption.

ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CAPE CORAL, FLORIDA AT THEIR REGULAR SESSION THIS _____ DAY OF _____, 2026.

JOHN GUNTER, MAYOR

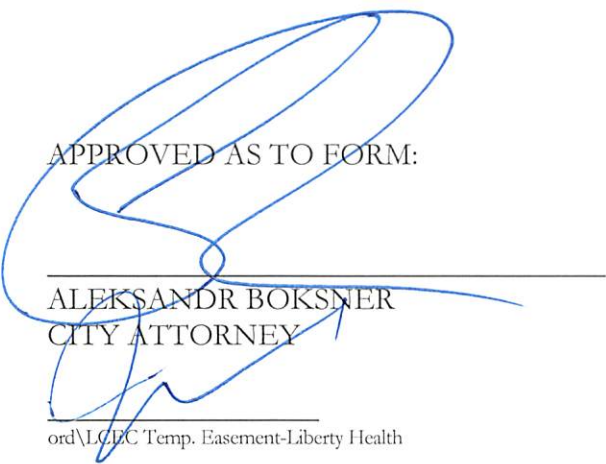
VOTE OF MAYOR AND COUNCILMEMBERS:

GUNTER _____
STEINKE _____
LEHMANN _____
DONNELL _____

LASTRA _____
KILRAINE _____
LONG _____
KADUK _____

ATTESTED TO AND FILED IN MY OFFICE THIS _____ DAY OF _____, 2026.

APPROVED AS TO FORM:



ALEKSANDR BOKSNER
CITY ATTORNEY

KIMBERLY BRUNS
CITY CLERK

EXHIBIT 1

Prepared By: Engineering Department

Lee County Electric Cooperative, Inc.
Post Office Box 3455
N. Ft. Myers, FL 33918-3455

WO #400984267
Strap# 04-44-24-C1-190R2.0000

EASEMENT

KNOW ALL MEN BY THESE PRESENTS that **the City of Cape Coral, a Florida municipal corporation**, whose post office address is **c/o Real Estate Division, P.O. Box 150027, Cape Coral, Florida 33915-0027** as Grantor, in consideration of the **sum of ONE (\$1.00) dollars** and other valuable considerations, receipt of which is hereby acknowledged, does hereby grant to **Lee County Electric Cooperative, Inc.**, a Florida not for profit corporation, as Grantee, whose post office address is **Post Office Box 3455, North Fort Myers, Florida 33918**, and to its successors and assigns (the term "assigns" meaning any person, firm, or corporation owning by way of assignment all rights under this Agreement or a portion of such rights, with the Grantee or its other assigns retaining and exercising the other rights), a non-exclusive easement for a right-of-way to be used for the construction, operation, and maintenance of one or more overhead and underground electric distribution or transmission lines, including, but not limited to, wires, poles, cables, conduits, anchors, guys, and roads, trails, and equipment associated therewith, attachments and appurtenant equipment for fiber optic telecommunications and television purposes (all of the foregoing hereinafter referred to as "facilities"), over, under, in, on, upon, and across the lands of the Grantor situated in the **County of Lee and State of Florida** and being more particularly described as follows:

*A parcel of land for utility easement purposes located in Section 04, Township 44 South, Range 24 East, being more particularly described in **Exhibit "A"** attached hereto and incorporated herein by reference.*

together with the right and privilege from time to time to reconstruct, inspect, alter, improve, enlarge, add to, change the voltage, as well as the nature or physical characteristics of, replace, remove, or relocate such facilities or any part of them upon, across, over, or under the right-of-way described above with all rights and privileges necessary or convenient for the full enjoyment or the use thereof for the purposes described herein, including, but not limited to, the right to trim, spray, cut, and keep clear all trees and undergrowth and other obstructions within said right-of-way and on lands of Grantor adjacent to said right-of-way that may interfere with the proper construction, operation, and maintenance of such facilities or any part of them, the right to mark the location of any underground facilities by above-ground markers and other suitable markers, and the right of ingress and egress for Grantee, over the adjoining lands of the Grantor, for the purpose of exercising and enjoying the rights granted by this easement and any or all of the rights granted hereunder.

By the execution and delivery hereof, Grantor so expressly agrees that no portion of the right-of-way shall be excavated, altered, obstructed, improved, surfaced, or paved without the prior written permission of the Grantee, or its successors or assigns, and no building, well, irrigation system, drainage system, structure, obstruction, or improvement (including any improvements for recreational activities) shall be located, constructed, maintained, or operated over, under, upon, or across said right-of-way by the Grantor, or the heirs, personal representatives, successors or assigns of Grantor.

By the execution hereof, Grantor covenants that it has the right to convey this easement and that the Grantee and its successors and assigns shall have quiet and peaceful possession, use, and enjoyment of this easement and the rights granted hereby.

IN WITNESS WHEREOF, the Grantor has executed this Agreement this ____ day of _____, 2026.

SIGNED, SEALED, AND DELIVERED
IN THE PRESENCE OF:

First Witness (Signature)

Print Name of First Witness

Address

Address

Second Witness (Signature)

Print Name of Second Witness

Address

Address

CITY OF CAPE CORAL, a
Florida municipal corporation

John Gunter, Mayor

ATTESTED TO:

Kimberly Bruns, MMC
City Clerk

APPROVED AS TO FORM:

Aleksandr Boksner
City Attorney

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence this _____ day of _____, 2026, by John Gunter, Mayor of the City of Cape Coral, a Florida municipal corporation, who is personally known to me.

(NOTARIAL SEAL)

Signature of Notary Public

My commission expires:

EXHIBIT “A”

TRACT R-2 LEGAL DESCRIPTION

A TRACT OR PARCEL OF LAND LYING IN SECTION 4, TOWNSHIP 44 SOUTH, RANGE 24 EAST, CITY OF CAPE CORAL, LEE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TRACT R-2, AS SHOWN ON THE SUBDIVISION PLAT LIBERTY HEALTH PARK, RECORDED AS INSTRUMENT NUMBER 2017000110581 IN THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

ADDENDUM TO EASEMENT

This Addendum to Easement ("Addendum") is made and entered into this ____ day of _____, 20____, by and between THE CITY OF CAPE CORAL, a Florida municipal corporation ("City" or "Grantor"), and LEE COUNTY ELECTRIC COOPERATIVE, INC., a Florida not-for-profit corporation ("LCEC" or "Grantee").

RECITALS

A. The City and LCEC are parties to that certain Easement Agreement to which this Addendum is affixed ("Easement") over certain real property located in the City of Cape Coral and described more particularly in the Easement (the "Property"), which grants to LCEC the right to install, operate, maintain, repair, replace, relocate, and remove electrical facilities on or about the Easement Area (as defined in the Easement);

B. The City has constructed or plans to construct a pedestrian, bicycle, or multi-use path facilities that may encroach upon or occupy all or a portion of the Easement Area; and

C. The City and LCEC hereby desire to memorialize its agreement with respect to the encroachment of the multi-use path facilities into the Easement Area.

NOW, THEREFORE, in consideration of the exchange of mutual promises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by reference. Capitalized terms not defined in this Addendum will have the same meanings ascribed to them in the Easement.

2. Multi-Use Path Acknowledgment. The City and LCEC acknowledge that a pedestrian, bicycle, or multi-use path, whether existing or constructed in the future, may be located within, upon, or across all or a portion of the Easement Area for public use. Nothing herein shall be construed as approval, acceptance, endorsement, or joint use by LCEC of the design, placement, construction, or operation of any such multi-use path.

3. No Duty or Responsibility of LCEC. The City expressly acknowledges and agrees that LCEC has no duty or responsibility to design, construct, inspect, operate, monitor, maintain, repair, replace, supervise, or ensure the safety or accessibility of any multi-use path or its users, whether located within or adjacent to the Easement Area. All responsibility and the costs associated with the multi-use path shall remain solely with the City.

4. Hold Harmless and Indemnification. To the fullest extent permitted by law and subject to the limitations of Section 768.28, Florida Statutes, the City shall indemnify, defend, and hold harmless LCEC, its directors, officers, employees, agents, and contractors, from and against any and all claims, demands, causes of action, damages, losses, liabilities, costs, or expenses, including reasonable attorneys' fees, arising out of or related to: (a) The planning, design, construction, installation, presence, maintenance, repair, operation, or use of the multi-use path; (b) any personal injury (including death) or property damage occurring on or in connection with the multi-use path; and (c) any interaction between users of the multi-use path and LCEC's electric facilities located within or adjacent to the Easement Area, except to the extent that any such injury or damage is caused by the gross negligence or willful misconduct of LCEC. Nothing herein shall be construed as a waiver of sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes.

5. Superior and Dominant Utility Rights. The City acknowledges and agrees that LCEC's rights under the Easement are superior and dominant to any use of the Easement Area for

a multi-use path. LCEC may, at any time and without liability, enter upon the Easement Area to install, operate, inspect, maintain, repair, replace, relocate, upgrade, or remove its electric facilities, even if such activities temporarily interfere with, damage, disturb, or require removal of all or a portion of the multi-use path, with no obligation to restore or replace the path unless expressly agreed to in writing by LCEC.

6. No Relocation or Accommodation at LCEC Expense. Any relocation, modification, shielding, resurfacing, grading, or accommodation of LCEC facilities requested or required to facilitate the construction, operation, or maintenance of the multi-use path shall be performed at the City's sole cost and expense and with LCEC's prior written approval, such approval shall not be unreasonably withheld conditioned or delayed.

7. Effect of Addendum. This Addendum is incorporated into and made part of the Easement executed concurrently herewith. In the event of any conflict between this Addendum and the Easement, this Addendum shall control with respect to multi-use path matters. All other terms of the Easement remain in full force and effect.

8. Running With the Land. This Addendum shall run with the land and shall be binding upon the City, LCEC, and their respective successors and permitted assigns.

9. Attorney's Fees. In the event there is any litigation arising out of this Addendum each party shall be responsible to pay its own reasonable costs and attorneys' fees, including, without limitation, those incurred before trial, at trial, and during appellate, and bankruptcy proceedings. The parties agree this Addendum shall be governed by and construed under the laws of the State of Florida. The parties agree to venue in Lee County, Florida for any action arising out of this Addendum.

10. Counterparts. This Addendum may be executed in two or more original counterparts, each of which shall be deemed an original, but all of which together shall constitute one of and the same instrument.

11. Per Section 4.18 of the City Charter, the Easement conveyance to LCEC requires City Council approval by Ordinance.

[Signatures to Appear on Following Page]

IN WITNESS WHEREOF, the parties have executed this Addendum to Utility as of the date first above written.

Signed, sealed and delivered in our presence:

Witness #1 Signature

Witness # 1 Print Name

Witness # 1 Address

Witness #2 Signature

Witness # 2 Print Name

Witness # 2 Address

LCEC:

LEE COUNTY ELECTRIC COOPERATIVE
INC., a Florida not for profit corporation

By: _____
Denise Vidal, Executive Vice President
and Chief Executive Officer

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this _____ day of _____, 20__ by Denise Vidal, as Executive Vice President and Chief Executive Officer of Lee County Electric Cooperative Inc., a Florida not for profit corporation, on behalf of said corporation, who ☐ is personally known or ☐ has produced _____ as identification.

[Seal]

Notary Public
Print Name: _____
My Commission Expires: _____

Signed, sealed and delivered in our presence:

Witness #1 Signature

Witness # 1 Print Name

Witness # 1 Address

Witness #2 Signature

Witness # 2 Print Name

Witness # 2 Address

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me by means of [X] physical presence or [] online notarization, this _____ day of _____, 2026 by John Gunter, as Mayor of the City of Cape Coral, a Florida municipal corporation, on behalf of the City, who [] is personally known or [] has produced _____ as identification.

[Seal]

CITY:

The City of Cape Coral, a Florida municipal corporation

By: _____

Print: John Gunter

Title: Mayor

Notary Public

Print Name: _____

My Commission Expires: _____

**Property Data****STRAP: 04-44-24-C1-190R2.0000 Folio ID: 10579322****Tax Roll Value Letter**

Generated on 8/14/2026 8:18 AM

Owner Of Record - Sole Owner[\[Change Mailing Address\]](#)

CITY OF CAPE CORAL
PO BOX 150027
CAPE CORAL FL 33915

**Site Address**Site Address maintained by **E911 Program Addressing**

NE 24TH AVE
CAPE CORAL FL 33909

Property Description

Do not use for legal documents!



LIBERTY HEALTH PARK AS DESC IN INST# 2017000110581 TRACT R-2

[View Recorded Plat at LeeClerk.org](#) - Use this link to view recorded plat information on the Lee County Clerk of Courts website.

Attributes and Location Details

Total Bedrooms / Bathrooms	0
1st Year Building on Tax Roll	N/A
Historic Designation	No

Township	Range	Section	Block	Lot
44	24E	04	190R2	0000
Municipality	Latitude	Longitude		
City of Cape Coral	26.67814	-81.92435		

[View Parcel on Google Maps](#)**[Tax Map Viewer] [View Comparables]****[Pictometry Aerial Viewer]****Image of Structure****Property Values / Exemptions / TRIM Notices**

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**Property Details (Current as of 8/13/2026)**

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**Property Details (2026 Preliminary)**

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**Taxing Authorities**

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Sales / Transactions

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Sale Price	Date	Clerk File Number	Type	Notes	Vacant/ Improved
10.00	06/27/2017	2017000145652	11	There are 1 additional parcel(s) with this document (may have been split after the transaction date)... 04-44-24-C1-190R1.0000	V
0.00	05/15/2017	2017000110581	88	There are 3 additional parcel(s) with this document (may have been split after the transaction date)... 04-44-24-C1-19000.000A 04-44-24-C1-19000.0010 04-44-24-C1-190R1.0000	V

[View Recorded Plat at LeeClerk.org](#)

Use the above link to view recorded plat information on the Lee County Clerk of Courts website.

Help safeguard your home against property fraud. Sign up for the Lee Clerk's free [Property Fraud Alert](#).**Building / Construction Permit Data**

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Parcel Numbering History

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Prior STRAP	Prior Folio ID	Renumber Reason	Renumber Date
04-44-24-C1-00011.0000	10152945	Split (From another parcel - Delete Occurs)	05/15/2017
04-44-24-C1-00012.0000	10152946	Split (From another parcel - Delete Occurs)	05/15/2017

**Solid Waste (Garbage) Roll Data**

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**Flood and Storm Information**

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**Subsurface Rights**

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**Location Map - Tract R-2
Easement to LCEC
Associated with the NE 24th Avenue
Widening Project**

