

**AGENDA**  
**SPECIAL MEETING OF THE CAPE CORAL**  
**CHARTER SCHOOL GOVERNING BOARD**  
**Tuesday, September 19, 2023**  
**City of Cape Coral Charter School-**  
**City of Cape Coral Council Chambers**  
**5:30 PM**

**1. CALL TO ORDER:**

A. Chairman Dr. Guido Minaya

**2. MOMENT OF SILENCE:**

A. Chairman Dr. Guido Minaya

**3. PLEDGE OF ALLEGIANCE:**

A. Chairman Dr. Guido Minaya

**4. ROLL CALL:**

A. Dr Guido Minaya, Kristifer Jackson, Mykeisha Atisele, Keith Long, District 6, Karen Michaels, Cathy Stout. Parent Representatives: Jennifer Hoagland, OHS/SAC, Gregor Schade, OMS, Jose Soto, OES and Caroline Rouzeau, OEN

**5. AGENDA ITEMS:**

- A. Request for Approval of the Second Amended Master Lease Agreement between The City of Cape Coral, Florida, and The Cape Coral Charter School Authority - Mark Mason, Director of Finance, Interim Director of Human Resources, City of Cape Coral
- B. Request for Approval of the Amended School Bus Lease Agreement between the City of Cape Coral Charter School Authority, and the City of Cape Coral, Florida - Mark Mason, Director Finance, Interim Director of Human Resources, City of Cape Coral
- C. Review and Discussion of the Service Level Agreements between the City of Cape Coral, Florida, and the Cape Coral Charter School Authority - Mark Mason, Director of Finance, Interim Director of Human Resources, City of Cape Coral

**6. TIME AND DATE OF NEXT MEETING:**

A. The Next Regular Meeting of the City of Cape Coral Charter School Authority Governing Board will be held on Tuesday, October 10, 2023 at 5:30p.m., in Cape Coral City Council Chambers, 1015 Cultural Park Boulevard, Cape Coral, FL 33990

**7. ADJOURNMENT:**

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Members of the audience who address the Board/Commission/Committee shall step up to the speaker's lectern and give his/her full name, address and whom he/she represents. Proper decorum shall be maintained at all time. Any audience member who is boisterous or disruptive in any manner to the conduct of this meeting shall be asked to leave or be escorted from the meeting room.

In accordance with the Americans with Disabilities Act and SS 286.26, Florida Statutes, persons needing a special accommodation to participate in this proceeding should contact the Office of the City Clerk whose office is located at City Hall, 1015 Cultural Park Boulevard, Florida; telephone number is 1-239-574-0411, at least forty-eight (48) hours prior to the meeting for assistance. If hearing impaired, telephone the Florida Relay Service Numbers, 1-800-955-8771 (TDD) or 1-800-955-8700 (v) for assistance.

In accordance with Florida Statute 286.0105: any person who desires to appeal any decision at this meeting will need a record of the proceedings and for this purpose may need to ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which the appeal is based.

<b>Item Number:</b>	<b>1.A.</b>
<b>Meeting Date:</b>	<b>9/19/2023</b>
<b>Item Type:</b>	<b>Call to Order</b>

**AGENDA REQUEST FORM**  
City Of Cape Coral Charter School Authority

**TITLE:**

Chairman Dr. Guido Minaya

**SUMMARY:**

**ADDITIONAL INFORMATION:**

**RECOMMENDED ACTION:**

<b>Item Number:</b>	<b>2.A.</b>
<b>Meeting Date:</b>	<b>9/19/2023</b>
<b>Item Type:</b>	<b>Moment of Silence</b>

**AGENDA REQUEST FORM**  
City Of Cape Coral Charter School Authority

**TITLE:**

Chairman Dr. Guido Minaya

**SUMMARY:**

**ADDITIONAL INFORMATION:**

**RECOMMENDED ACTION:**

<b>Item Number:</b> 3.A. <b>Meeting Date:</b> 9/19/2023 <b>Item Type:</b> Pledge of Allegiance
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**AGENDA REQUEST FORM**  
City Of Cape Coral Charter School Authority

**TITLE:**

Chairman Dr. Guido Minaya

**SUMMARY:**

**ADDITIONAL INFORMATION:**

**RECOMMENDED ACTION:**

<b>Item Number:</b>	<b>4.A.</b>
<b>Meeting Date:</b>	<b>9/19/2023</b>
<b>Item Type:</b>	<b>Roll Call</b>

**AGENDA REQUEST FORM**  
City Of Cape Coral Charter School Authority

**TITLE:**

Dr Guido Minaya, Kristifer Jackson, Mykeisha Atisele, Keith Long, District 6, Karen Michaels, Cathy Stout. Parent Representatives: Jennifer Hoagland, OHS/SAC, Gregor Schade, OMS, Jose Soto, OES and Caroline Rouzeau, OEN

**SUMMARY:**

**ADDITIONAL INFORMATION:**

**RECOMMENDED ACTION:**

<b>Item Number:</b>	<b>5.A.</b>
<b>Meeting Date:</b>	<b>9/19/2023</b>
<b>Item Type:</b>	<b>Agenda Items</b>

**AGENDA REQUEST FORM**  
City Of Cape Coral Charter School Authority

**TITLE:**

Request for Approval of the Second Amended Master Lease Agreement between The City of Cape Coral, Florida, and The Cape Coral Charter School Authority - Mark Mason, Director of Finance, Interim Director of Human Resources, City of Cape Coral

**SUMMARY:**

**ADDITIONAL INFORMATION:**

**RECOMMENDED ACTION:**

**ATTACHMENTS:**

<b>Description</b>	<b>Type</b>
▯ AMENDED MASTER LEASE 2-2 SEP 19 2023	Backup Material

**SECOND AMENDED MASTER LEASE AGREEMENT**  
**FOR ALL CHARTER SCHOOLS AND FACILITIES**

**THIS AMENDED LEASE AGREEMENT** (the "Lease") is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, ~~2021~~**2023**, by and between the **CITY OF CAPE CORAL, FLORIDA**, a municipal corporation organized and operating pursuant to the laws of the State of Florida, with a business address of 1015 Cultural Park Blvd., Cape Coral, FL 33990, hereinafter referred to as "LESSOR", and **THE CAPE CORAL CHARTER SCHOOL AUTHORITY**, whose address is 3519 Oasis Blvd., Cape Coral, FL 33914, hereinafter referred to as "LESSEE".

For and in consideration of the rents reserved and the agreements and covenants herein contained, LESSOR does hereby lease and demise unto LESSEE, and LESSEE does hereby hire and take from LESSOR, all of the premises specified below (hereinafter the "Premises") upon the terms and conditions set forth herein.

**ARTICLE I. GENERAL LEASE PROVISIONS**

<b>LESSOR</b>	<b>Name:</b> City of Cape Coral Attn: City Manager <b>Address:</b> 1015 Cultural Park Blvd., Cape Coral, FL 33990 PO Box 150027, Cape Coral, FL 33915-0027 Tel. 239-574-0450; Fax 239-574-0452
<b>LESSEE</b>	<b>Name:</b> The Cape Coral Charter School Authority Attn: Superintendent <b>Address:</b> 3519B Oasis Blvd. Cape Coral, FL 33914 <b>Phone No.:</b> Tel. (239) 541-1167; Fax (239) 541-1590
<b>Premises:</b>	3519 Oasis Blvd., 3519B Oasis Blvd., 3507 Oasis Blvd., 3415 Oasis Blvd., Cape Coral, FL 33914 and 2817 SW 3 <sup>rd</sup> Lane, Cape Coral, FL 33991. The legal description of the properties on which the facilities are located is attached hereto as <b>Exhibit "A"</b> and incorporated herein by reference.
<b>Lease Term:</b>	This lease shall commence on July 01, 2021 and end on June 30, 2026.
<b>Permitted Use:</b>	LESSEE may only use the premises for classroom, education and related functions, civic activities, before and after school programs, including child care. Voluntary Prekindergarten (VPK) or its successor or equivalent program and general office uses associated with the operation of a City of Cape Coral Municipal Charter



School, unless LESSEE obtains the prior written consent from LESSOR.

LESSOR may use the premises for functions and/or programs offered by LESSOR including, but not limited to, before and after school programs, seasonal programs, such as spring and winter camps, summer programs, or other reasonable City functions provided said City functions and/or programs do not unreasonably interfere with the permitted use of the premises by LESSEE.

LESSEE may sublet the premises, but only with the consent of LESSOR. Such consent shall extend to approval of the terms and conditions of the lease with the sub-lessee, the approval of any party, person or entity to be a sub-lessee, as well as the amount of rent to be charged to sub-lessee. Consent of any sub-lease, sub-lessee, or rent shall not be unreasonably withheld by LESSOR. Permission of LESSOR is not required for LESSEE where LESSEE develops a fee and use schedule for the fitness center to charge a reasonable fee to hold specialty classes on the premises, and where LESSEE pursuant to its adopted policies and procedures allows organizations and groups to use the facilities pursuant to a standard fee schedule for no more than seventy two (72) hours in any thirty (30) day period.

## **ARTICLE II. RENT AND OTHER PAYMENT OBLIGATIONS OF THE PARTIES**

- A. MONTHLY BASE RENT:** The rent for the space described shall be equal to One Million Five Hundred Thousand Dollars and Zero Cents (\$1,500,000.00) per year payable monthly to the LESSOR in twelve (12) equal installments equal to One Hundred Twenty-Five Thousand Dollars and Zero Cents (\$125,000.00). LESSEE shall pay in advance to LESSOR throughout the Lease Term, without prior demand, in lawful money of the United States, on or before the tenth (10th) day of each month, without any deduction or off-set whatsoever.
- B. TAXES:** LESSOR acknowledges that it shall be responsible for the payment of any and all real property taxes as well as any special assessments imposed against the Premises, the land under which the Premises are located, and the common areas. LESSEE shall pay, or cause to be paid, before delinquency, any and all taxes levied or assessed and which become payable during the Lease Term hereof upon all LESSEE's equipment, furniture, fixtures, and any other personal property located in the Premises. In the event any or all of LESSEE's equipment, furniture, fixtures and other personal property shall be assessed and taxed with LESSOR's real property, LESSEE shall pay to LESSOR its share of such taxes (unless LESSEE is exempt from the payment of the same) within ten (10) days after

delivery to LESSEE by LESSOR of a statement in writing setting forth the amount of such taxes applicable to LESSEE's property.

LESSEE shall be responsible for all applicable sales, use or excise taxes arising out of or associated with the payments from LESSEE to LESSOR under this Lease. If LESSEE is exempt from the payment of such taxes, LESSEE shall furnish to LESSOR a certificate of exemption or its equivalent.

- C. UTILITY AND OTHER CHARGES:** LESSEE shall be solely responsible for all charges for electricity, water, sewer, gas, refuse removal, telephone and internet services, and shall also pay all costs and expenses for the installation of such utilities and/or services, and for the extension of any and all lines necessary to provide such utilities and services to the Premises, and all connection fees and charges related thereto.

~~**D. LEASES:** Any lease entered into by and between the LESSEE and LESSOR for the operation of the Premises and the fulfillment of the Lessor's Charter listed and identified in Exhibit B attached hereto and incorporated herein. The LESSOR will charge the LESSEE a lease fee, for the leased property which amount shall be the sum the LESSOR pays for the debt service for the leased property, including all debt service related costs, forecasted maintenance, and repairs. The lease fee may be paid monthly, quarterly, semi-annually, or annually as determined by the LESSOR. Additional leased property may be added, replaced, or substituted as the case may be by adding the additional, replacement, or substituted property to Exhibit B without the necessity of otherwise amending this Lease. All terms and conditions of the Lease will automatically apply to any additional, replacement, or substituted leased property.~~

### **ARTICLE III. TERM**

- A. TERM:** The term of this Lease shall be as set forth in Article I.
- B. RENEWAL TERM:** This Lease shall be automatically renewed for five (5) year terms unless terminated by either party by giving written notice as provided in Article I not less than one hundred eighty (180) days prior to expiration of the then current term unless the parties mutually agree to a lesser notice period. During the term of this lease, LESSOR and LESSEE may amend the terms of this lease at any time by mutual agreement without having to terminate this lease. Any such amendments shall be in writing and signed by the parties.

### **ARTICLE IV. PREMISES**

- A. QUIET ENJOYMENT:** LESSOR covenants and agrees with LESSEE that so long as LESSEE is not in default hereunder after applicable cure periods, LESSEE shall have quiet and undisturbed continuous possession of the Premises during the Lease Term, subject to the terms and conditions contained herein.



- B. USE OF THE PREMISES:** During the Lease Term, LESSEE shall use the Premises only for the uses specified under Article I and for no other purpose or purposes without the prior written consent of the LESSOR, which consent shall not be unreasonably withheld.
- C. PERMITS, LICENSES, AND COMPLIANCE WITH LAWS:** LESSEE shall procure, at its sole expense, any and all permits and licenses required for the transaction of business in the Premises, and will at all times comply with all applicable laws, ordinances, and governmental regulations relating to its use of the Premises.
- D. MAINTENANCE, REPAIR, CONSTRUCTION, RECONSTRUCTION, AND IMPROVEMENTS:** ~~LESSOR-LESSEE~~ shall ~~at all times~~, at its own cost, keep, maintain, ~~and repair, construct, reconstruct, and improve~~ the roof, foundations and other structural portions of the building, all entrances, all glass, windows, moldings, and all partitions, doors, floors, fixtures, equipment and appurtenances thereof and improvements thereto (including, without limitation, lighting, heating, ventilation, plumbing fixtures, equipment, wiring, and its air conditioning system) in good order, condition, and repair, and shall replace any of the same if reasonably necessary when LESSEE has sufficient funds that are specifically designated for use by LESSEE for such maintenance, repair, construction, reconstruction, and improvements, and which funds are not specifically encumbered for normal operations to pay for these items. Until such time as LESSEE has these sufficient funds, LESSOR shall fund all work identified in this section and LESSOR shall notify and coordinate repairs through the LESSEE's administration. LESSOR shall also, at all times, maintain the parking areas in good condition and repair. The parking areas shall not be modified in any manner that (i) reduces any of the parking spaces on said Premises, (ii) has a material adverse impact on LESSEE's access to the Premises or the visibility of the Premises, or (iii) has a material adverse impact on LESSEE's ability to conduct its business on the Premises.
- E. ACCESS:** LESSOR shall have access to the Premises as may be necessary for the servicing of the Premises. LESSOR shall use all reasonable efforts to not interfere with the operation of LESSEE's operations. Access by LESSOR during regular school hours shall be coordinated through the LESSEE'S administration.
- F. LESSEE FURNISHINGS, FIXTURES, AND EQUIPMENT:** LESSEE shall have the right to fully equip the Premises with all trade equipment, fixtures, furniture, operating equipment, furnishings, floor coverings, and any other equipment and personal property necessary for the operation of LESSEE's operations.
- G. ALTERATIONS:** LESSEE shall not make any structural alterations, improvements or additions to the Premises which require the issuance of a building permit. LESSEE may make non-structural alterations to the Premises in an amount not exceeding Fifty Thousand Dollars (\$50,000) per occurrence without obtaining LESSOR's prior written consent. Any

non-structural alterations in excess of such amount shall require LESSOR's prior written consent, which shall not be unreasonably withheld.

LESSOR may, at its own cost, make any structural alterations, improvements or additions to the Premises that it deems necessary. LESSOR shall notify the LESSEE's administration of any alterations.

#### **H. DAMAGE OR DESTRUCTION:**

1. **Rights and Remedies.** LESSEE shall provide prompt written notice to LESSOR of fire or other casualty damaging or destroying the Premises. In the event the Premises are damaged by fire or other casualty, but the Premises are not rendered untenable or unfit, in whole or in substantial part, for the purposes of LESSEE as determined by LESSEE in its reasonable discretion, then LESSOR shall repair the damage, subject to the provisions of this Section J. In the event the Premises are damaged or destroyed by fire or other casualty to the extent that the Premises are rendered untenable or unfit, in whole or in substantial part, as determined by LESSEE in its reasonable discretion, and notice of the same is conveyed to LESSOR, then LESSOR or LESSEE may terminate this Lease by giving written notice of termination to the other within thirty (30) days of the damage or destruction. However, if no notice of termination is so provided, then, subject to the provisions of this Section J, LESSOR shall restore the Premises to the condition they were in immediately prior to the damage or destruction. Notwithstanding the foregoing, in no event shall LESSOR be liable to restore any of LESSEE's property in the Premises. To the extent of the portion of the Premises that is rendered untenable or unfit for LESSEE's purposes, base rental and other payments to LESSOR shall abate on a prorated basis expressed as a percentage of the premises rendered untenable or unfit from the date of damage or destruction through the date of termination or LESSOR's completion of repairs, as the case may be.
2. **Restoration.** LESSOR's restoration work shall be done with due diligence, taking into account (i) the time required for LESSOR to effect a settlement with and procure insurance proceeds from the insurer, (ii) delays due to governmental regulations and requirements, (iii) scarcity of or inability to obtain labor or materials, and (iv) other causes beyond LESSOR's reasonable control. LESSOR shall use all reasonable efforts to complete such restoration work within six (6) months after the date of the casualty. If LESSOR does not complete its restoration within such six (6) months period from the date of the damage or destruction, then LESSEE may terminate this Lease by written notice to LESSOR, provided LESSOR has not completed such work by the time LESSEE's notice is received. LESSEE acknowledges that if LESSOR has a duty to restore the Premises under this Section, LESSOR's obligation is limited to the extent of any insurance proceeds it receives from its insurance company.

**I. CONDEMNATION:**

1. **Total Condemnation.** If the whole of the Premises shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, then the term of this Lease shall cease and terminate as of the date of title vesting pursuant to such proceeding, and all rent shall be paid up to that date and LESSEE shall have no claim against LESSOR or any condemnation award for the value of any unexpired term of this Lease.
2. **Partial Condemnation.** If any part of the Premises shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, and in the event that such partial taking or condemnation shall render the Premises unsuitable for the Permitted Use, as determined by LESSEE in good faith, then the Lease Term shall cease and terminate as of the date of title vesting pursuant to such proceeding and LESSEE shall have no claim against LESSOR or any condemnation award received by LESSOR for the value of any unexpired term of this Lease. In the event of a partial taking or condemnation which is not extensive enough to render the Premises unsuitable for the Permitted Use as determined by LESSEE in good faith, then LESSOR shall promptly restore the Premises to a condition comparable to its condition at the time of such condemnation less the portion lost in the taking, and this Lease shall continue in full force and effect except that (i) the rent shall be equitably adjusted, and (ii) at LESSOR's option, LESSOR shall have the right, to exercise by notice in writing delivered to LESSEE within thirty (30) days after the taking, to elect not to reconstruct (and this Lease shall terminate) if there remains, at the time of the taking, less than one (1) year remaining in the Lease Term. Notwithstanding the foregoing, LESSOR shall not be obligated to expend any sums in excess of the amount actually received from the condemning authority.
3. **Condemnation Award.** LESSEE shall have no claim or right to claim or be entitled to any portion of any amount which may be awarded as damages to LESSOR or paid to LESSOR as the result of such condemnation proceedings. However, LESSEE shall be entitled to pursue a separate award for all its damages, provided that such award does not limit the award that LESSOR is entitled to.
4. **LESSEE Cooperation.** LESSEE agrees to execute and deliver any appropriate instruments, at the expense of LESSOR, as may be deemed necessary or required to expedite any condemnation proceedings or to effectuate a proper transfer of title to such governmental or other public authority, agency, body or public utility seeking to take or acquire the Premises or any portion thereof.

**J. ASSIGNMENT:** LESSEE may not assign this Lease, in whole or in part, without the prior written consent of the LESSOR, which consent shall not be unreasonably withheld or delayed. This prohibition against assignment shall be construed to include prohibition against any assignment by operation of law, legal process, receivership, bankruptcy or otherwise, whether voluntary or involuntary. Notwithstanding any permitted assignment,



LESSEE shall remain fully liable on this Lease and shall not be released from performing any of the terms, covenants, and conditions hereof; provided, however, that LESSEE shall be released from any liability to LESSOR under the Lease if the financial condition of the assignee and/or any guarantor of the assignee's obligations under the Lease is reasonably satisfactory to LESSOR. Each assignment to which LESSOR has consented shall be in writing, executed by all parties in which each assignee agrees to assume, be bound by, and perform all of the terms, covenants, agreements, and conditions contained in this Lease. LESSOR's consent to any assignment shall not preclude the necessity of obtaining LESSOR's consent for any further assignment.

- K. SURRENDER:** Upon the expiration or earlier termination of the Lease Term, LESSEE shall surrender the Premises to LESSOR in as good order and condition as they were in at the commencement of the Lease Term, ordinary wear and tear, casualty, and acts or omissions by LESSOR accepted.
- L. SIGNS/PLAQUES:** LESSEE may erect signs and/or plaques on the premises and/or on any building on the premises provided that such signs and/or plaques conform to all local, state, and federal laws and regulations and provided that LESSEE obtains the prior written consent of LESSOR, which consent shall not be unreasonably withheld. LESSEE shall be solely responsible for all costs and expenses associated with and/or resulting from the erection, installation, repair, and/or maintenance of any sign(s) and/or plaque(s) erected by or installed by LESSEE in accordance with this Agreement. No sign(s) and/or plaque(s) shall be erected or installed by LESSEE on the premises or any building on the premises except in accordance with this Agreement.

## **ARTICLE V. INSURANCE AND INDEMNIFICATION**

### **A. INSURANCE:**

1. LESSOR's-LESSEE's Insurance. ~~LESSOR~~ LESSEE shall maintain (i) commercial general liability insurance in amounts no less than One Million Dollars (\$1,000,000) per occurrence, (ii) statutorily required worker's compensation insurance covering its employees, and (iii) all risk (including fire and extended coverage) insurance with vandalism and malicious mischief endorsements on the facility in which the Premises are located for the replacement value thereof, less applicable deductibles. Such policies shall name LESSOR as an additional loss payee as relates to any claims or losses suffered by ~~LESSOR~~LESSEE.
2. Cancellation or Material Alteration of Insurance Policies. LESSOR and LESSEE shall promptly notify the other of any cancellation of or reduction in coverage of the insurance policies required to be carried by them under this Article. The commercial general liability and all risk policies of LESSOR and LESSEE shall contain a provision that the policies will not be canceled nor materially altered without first providing the other party thirty (30) days written notice thereof.

**B. INDEMNIFICATION:**

1. LESSEE Indemnification. To the extent permitted by law, LESSEE agrees to indemnify, defend, and hold LESSOR harmless from all suits, actions, claims, damages, liabilities, costs, and expenses, including, without limitation, reasonable attorney's fees, incurred by or alleged against LESSOR in connection with LESSEE's use and occupancy of the Premises (except to the extent caused by the negligence or willful misconduct of LESSOR, its agents, employees or contactors), or the negligent or other wrongful acts or omissions of LESSEE, its agents, employees or contractors with respect to the performance or non-performance of this Lease.
2. LESSOR Indemnification. To the extent permitted by law, LESSOR agrees to indemnify, defend, and hold LESSEE harmless from all suits, actions, claims, damages, liabilities, costs, and expenses, including, without limitation, reasonable attorney's fees, incurred by or alleged against LESSEE in connection with LESSOR's use and occupancy of the Premises (except to the extent caused by the negligence or willful misconduct of LESSEE, its agents, employees or contactors), or the negligent or other wrongful acts or omissions of LESSOR, its agents, employees or contractors with respect to the performance or non-performance of this Lease.

## **ARTICLE VI. EVENTS OF DEFAULT**

- A. **DEFAULT:** The following events shall be deemed to be events of default by LESSOR or LESSEE under this Lease:
1. LESSEE shall fail to pay any installment of rent or any other payment to be made to LESSOR within ten (10) days after receipt of written notice that such payment is past due.
  2. LESSEE shall fail to comply with any term, covenant or condition of this Lease, other than payment to LESSOR of rent and other charges, and shall not cure such failure within thirty (30) days after receipt of written notice from LESSOR specifying the default.
  3. LESSOR shall fail to comply with any term, covenant or condition of this Lease, and shall not cure such failure within thirty (30) days after receipt of written notice from LESSEE specifying the default.
- B. **REMEDIES:** Upon the occurrence of any such event of default, LESSOR or LESSEE shall have all rights and remedies available at law and in equity, including, without limitation, the right to terminate this Lease.
- C. **NO WAIVER:** Forbearance by LESSOR or LESSEE to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default. The failure of LESSOR or LESSEE to insist, in any one or more instances upon strict performance of any of the covenants or agreements in this Lease, or to exercise any option herein contained, shall not be construed as a waiver or a relinquishment for the future of such covenant, agreement or option, but the same shall continue and remain in full force and effect. The receipt by LESSOR of rent, with knowledge of the breach of any covenant or agreement hereof shall not be deemed a waiver of such breach, and no waiver by LESSOR or LESSEE of any provision hereto shall be deemed to have been made unless expressed in writing and signed by LESSOR or LESSEE, as the case may be.

## **ARTICLE VII. HAZARDOUS MATERIALS**

- A. **LESSEE COVENANTS AND INDEMNITY:** LESSEE shall not cause or permit any "Hazardous Material" (as hereinafter defined) to be brought upon, kept or used in or about the Premises by LESSEE, its agents, employees, contractors or invitees, without the prior written consent of LESSOR (which LESSOR shall not withhold as long as LESSEE demonstrates to LESSOR's reasonable satisfaction that such Hazardous Material is necessary or useful to LESSEE's business as conducted on the Premises, and will be used, kept and stored in a manner that complies with all laws regulating any such Hazardous Material so brought upon or used or kept in or about the Premises). If LESSEE breaches



the obligations stated in the preceding sentence and contamination of the Premises is caused as a result thereof, then to the extent permitted by law, LESSEE shall indemnify, defend, and hold LESSOR harmless from any and all claims, judgments, damages, penalties, fines, costs (including, without limitation, reasonable attorney's fees), liabilities or losses incurred by LESSOR as a result of any such contamination. Without limiting the foregoing, if the presence of any Hazardous Material on the Premises caused or permitted by LESSEE results in any contamination of the Premises, LESSEE shall promptly take all actions at its sole expense as are necessary to return the Premises to the condition existing prior to the introduction of any such Hazardous Material to the Premises. LESSEE's obligations pursuant to the indemnity contained in this Section shall survive the expiration or earlier termination of this Lease. Notwithstanding anything to the contrary contained in the foregoing, in connection with janitorial services, LESSEE may use or cause to be used cleaning substances that may be deemed Hazardous Materials, provided that such substances are used in accordance with all applicable laws, regulations, and ordinances.

**B. LESSOR'S REPRESENTATIONS AND WARRANTIES AND INDEMNITY:**

LESSOR represents and warrants to LESSEE that LESSOR has received no notice from any governmental authority concerning the existence of Hazardous Material on, under or about the Premises and common areas, and to LESSOR's knowledge, (i) no Hazardous Materials are present or were installed, exposed, released or discharged in, on or under the Premises or common areas at any time during or prior to LESSOR's ownership thereof, and no prior owner or occupant of the Premises and/or common areas has used or stored Hazardous Material thereon or thereunder, (ii) no storage tanks for gasoline or any other substance are or were located on or under the Premises or common areas at any time during or prior to LESSOR's ownership thereof, and (iii) during LESSOR's ownership thereof but prior to the commencement date, the Premises and common areas have been used and operated in compliance with all applicable local, state, and federal laws, ordinances, rules, regulations, and orders. To the extent permitted by law, LESSOR shall indemnify, defend and hold LESSEE harmless from any and all claims, judgments, damages, penalties, fines, costs (including, without limitation, reasonable attorney's fees), liabilities or losses, arising out of or relating to the presence in, on, under or about the Premises and common areas of any Hazardous Material, except to the extent that any such presence, discharge or release is caused by LESSEE.

**C. DEFINITION OF HAZARDOUS MATERIAL:** As used herein, the term "Hazardous Material" means any hazardous or toxic substance, material or waste which is or becomes regulated by the State of Florida, the United States Government, or any other governmental authority. "Hazardous Material" includes, without limitation, any material or substance which is (i) defined as a "hazardous waste" under Section 403.703(21), Florida Statutes (2001); (ii) defined as a "hazardous substance" under Section 403.703(29) Florida Statutes (2001); (iii) petroleum; (iv) asbestos; (v) designated as a "hazardous substance" pursuant to Section 311 of the Federal Water Pollution Control Act (33 U.S.C. 1317); (vi) defined as a "hazardous waste" pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. 6901 et seq. (42 U.S.C. 6903); or (vii) defined as a "hazardous

substance” pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 et seq. (42 U.S.C. 9601).

- D. NOTIFICATION:** If at any time LESSEE or LESSOR shall become aware, or have reasonable cause to believe, that any Hazardous Material has been released or has otherwise come to be located on or beneath the Premises, such party shall, promptly upon discovering the release or the presence or suspected presence of the Hazardous Material, give written notice of that condition to the other party.

#### **ARTICLE VIII. MISCELLANEOUS**

- A. ESTOPPEL CERTIFICATE:** LESSEE agrees from time to time, within fifteen (15) days from receipt of a written request from LESSOR, to deliver to LESSOR a statement in writing certifying:

1. That this Lease is unmodified and in full force and effect (or if there have been modifications, that the Lease as modified is in full force and effect);
2. The date on which LESSEE began paying rent and whether any rent has been paid in advance;
3. That neither LESSEE nor LESSOR is in default under any provision of the Lease, or, if in default, the nature thereof in reasonable detail;

It is intended that any such statement may be relied upon by any prospective purchaser, mortgagee, or assignee of any mortgagee, affecting the Premises.

The LESSOR shall provide a comparable estoppel certificate to LESSEE upon receipt of a written request from LESSEE.

- B. BINDING EFFECT:** The terms, provisions and covenants contained in this Lease shall inure to the benefit of and be binding upon the parties hereto and their respective successors, assigns, and legal representatives, except as otherwise expressly provided herein.
- C. RADON GAS:** In 1988, the Florida legislature passed a provision that requires the following notification to be provided on at least one document, form or application executed at the time of or prior to the Contract for Sale and Purchase of any building or execution of a rental agreement for any building:

"RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida.

Additional information regarding radon and radon testing may be obtained from your county public health unit."

- D. SECURITY:** LESSOR shall be under no obligation to provide security services for the protection of LESSEE, its employees, agents, students, and invitees.
- E. TIME OF ESSENCE:** Time is of the essence of this Lease and each and every provision hereof.
- F. NOTICES:** Any notices required or permitted to be given under this Agreement shall be in writing and shall be deemed effective (i) upon personal delivery with a receipt obtained, (ii) upon receipt, refusal or receipt or the date noted as uncollected when sent by certified or registered mail, postage prepaid and return receipt requested, or (iii) if by facsimile transmission, by confirmation of transmission, with the original being sent by any of the other methods designated in this Section within forty-eight (48) hours of transmission, or (iv) upon the earlier of receipt or two (2) business days after being deposited with a nationally recognized overnight delivery service (i.e., Federal Express), and addressed as provided for in Article I hereof, or at such other address provided by the parties pursuant to this Section.
- G. RECORDING:** Neither LESSOR nor LESSEE shall record this Lease, nor any memorandum or other evidence thereof, in the Public Records of Lee County, Florida, or any other place. Any attempted recordation by LESSEE shall render this Lease null and void, and shall entitle LESSOR to the remedies provided for herein by LESSEE's default.
- H. PARTIAL INVALIDITY:** If any provision of this Lease or the application thereof to any person or circumstance to any extent be invalid, the remainder of this Lease or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby, and each provision of this Lease shall be valid and enforced to the fullest extent permitted by law.
- I. ACCORD AND SATISFACTION:** No payment by LESSEE or acceptance by LESSOR of a lesser amount than the Base Rent or other amounts due hereunder shall be deemed to be other than on account of the earliest Base Rent or other amount due, nor shall any endorsement or statement on any check or payment, or any letter accompanying any check or payment, be deemed an accord and satisfaction, and acceptance of such check or other payment shall be without prejudice to LESSOR's right to recover the balance of such Base Rent or other amount due, or pursue any other remedy provided herein or by law.
- J. ATTORNEY'S FEES:** LESSOR and LESSEE acknowledge and agree that each Party shall bear its own costs, expenses, claims to interest, and attorneys' fees incurred in or arising out of, or in any way connected with the matters which are referenced or covered in this Lease.

- K. INTERPRETATION:** The covenants and agreements herein contained shall bind and the benefits and advantages hereof shall inure to the respective legal representatives, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural shall include the singular and the use of any gender shall include all genders. This Lease may not be changed orally, but only by an agreement in writing and signed by the party against whom enforcement of any waiver, change, modification or discharge is sought. The headings of this Lease are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope or intent or otherwise affect this Lease in any way. This Lease shall create the relationship of LESSOR and LESSEE between the parties hereto, and nothing herein shall create or be construed to create an employer-employee, principal agent, joint venture or partnership relationship. Should any of the provisions of this Lease require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms of any such printed provision shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of all parties have participated in the preparation of this Lease and that all terms were negotiable. This Lease shall be governed by and construed in accordance with the laws of the State of Florida. With respect to any action instituted by either party against the other relating to this Lease, the parties accept the exclusive jurisdiction of the courts of the State of Florida, and agree that the venue shall lie exclusively in Lee County, Florida.
- L. ENTIRE AGREEMENT AND MODIFICATION:** This Lease contains all of the understandings of the parties with respect to the matters covered herein, and supersedes all prior agreements, discussions, and negotiations of the parties. This Lease may only be altered, amended or modified by a writing duly executed by both parties.
- M. APPROVALS AND CONSENTS:** All approvals and consents required to be given by LESSOR hereunder shall not be unreasonably withheld or delayed.

IN WITNESS OF THE FOREGOING, the parties have executed this Lease as of the day and year first written above.

**WITNESSES:**

**LESSOR: CITY OF CAPE CORAL**

\_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

John Gunter, Mayor

\_\_\_\_\_

Print Name: \_\_\_\_\_

**LESSEE:**

**WITNESSES:**

**THE CAPE CORAL CHARTER SCHOOL  
AUTHORITY**

\_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

\_\_\_\_\_

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

Print Name: \_\_\_\_\_

<b>Item Number:</b>	<b>5.B.</b>
<b>Meeting Date:</b>	<b>9/19/2023</b>
<b>Item Type:</b>	<b>Agenda Items</b>

**AGENDA REQUEST FORM**  
City Of Cape Coral Charter School Authority

**TITLE:**

Request for Approval of the Amended School Bus Lease Agreement between the City of Cape Coral Charter School Authority, and the City of Cape Coral, Florida - Mark Mason, Director Finance, Interim Director of Human Resources, City of Cape Coral

**SUMMARY:**

**ADDITIONAL INFORMATION:**

**RECOMMENDED ACTION:**

**ATTACHMENTS:**

<b>Description</b>	<b>Type</b>
▣ SCHOOL BUS LEASE (B) SEP 2023	Backup Material

SCHOOL BUS LEASE AGREEMENT BETWEEN THE CITY OF CAPE CORAL CHARTER SCHOOL  
AUTHORITY AND THE CITY OF CAPE CORAL

This Lease is entered into on this 1<sup>st</sup> day of May, 2023, by and between the City of Cape Coral Charter School Authority, a public body corporate, (Authority) and the City of Cape Coral, a duly existing and organized Florida municipal corporation, (City). The purpose of this Lease is to set forth the terms and conditions upon which the City will allow the Authority the use of school buses owned by the City to transport the Authority's Charter School students and for other approved purposes. In order to accomplish this purpose, and in consideration of the mutual undertakings described below, the City and the Authority do hereby agree and promise as follows:

1. The City will lease to the Authority the buses listed and identified in Exhibit A attached hereto and incorporated herein. The City will charge the Authority a lease fee for the buses which amount shall be equal to the sum the City pays for the debt service for the identified buses, including all debt service-related costs, forecasted maintenance, and repairs. The debt service amounts are attached hereto and incorporated herein as Exhibit B. The lease fee ~~may will~~ be paid monthly, ~~quarterly, semi-annually, or annually as determined by the City and~~ as billed by the City so that all the funds from the Authority will be received by the respective debt service payment date, but such amounts billed by the City to the Authority will not exceed the debt service amounts listed in Exhibit B. Additional Buses may be added, replaced, or substituted by adding the additional, replacement, or substituted buses to Exhibit A and the debt service amounts in Exhibit B will be adjusted accordingly as mutually agreed by the City and the Authority without the necessity of otherwise amending this Lease. All terms and conditions of the Lease will automatically apply to any additional, replacement, or substituted buses.

2. The Authority will make use of the buses as described in the introductory paragraph above for the purposes of transporting the Authority's students, administrators, faculty and staff to and from the charter schools operated by the Authority and for any school related function. The Authority will ensure that the buses will be used and operated in complete compliance with all applicable traffic, safety and other laws and governmental regulations relating to the operation of school buses. The Authority may use the buses for out-of-county trips within the state of Florida. The Authority, upon agreement with the City, may provide bus service to the City or its various departments such as in the summer when the school buses are not needed for charter school purposes. The City shall pay an agreed upon fee to the Authority for such use. The Authority may provide bus service to other groups or entities for a fee which fee shall be received by and used by the Authority, provided that such use does not impede or interfere with the Authority's needs.

3. Title and ownership of the buses are and will always remain, solely vested with the City. Any residual values of the buses at the end of the lease term will be earmarked for the acquisition of new buses. The Authority will take no action, nor perform any act which is inconsistent with the City's ownership, and the Authority will not sell, lease or allow the use of the buses by any person or entity not specifically described herein. Neither will the Authority use as security, pledge or lien the buses, nor will the Authority allow the creation of such a lien.

4. The Authority will have monthly safety inspections of the buses conducted, as specified in Florida Administrative Code (FAC Chapter 6A-3.0171) as it may be amended from time to time. The Authority, solely at its own expense, may contract with a third party for this and other necessary services.

5. The Authority will be responsible for fueling the buses at its own expense and may enter into



agreements with third parties to provide fuel.

6. In the event of a bus breakdown, the Authority will be responsible, at its own expense to arrange for towing services.

7. Insurance against bodily injury liability, property damage, and personal injury with a combined single limit of not less than one million dollars (\$1,000,000) per occurrence, shall be provided at the expense of the Authority. In addition, insurance against damage to the leased vehicles, up to and including total loss, resulting from collision or comprehensive perils shall be provided by and at the expense of the Authority. Such insurance may include deductible amounts; however, the payment of any such deductible amount shall remain the responsibility of the Authority. The policy or policies of insurance provided by the Authority hereunder shall name the City as additional insured. At all times during the term of this Lease, the Authority shall cause to have prepared and presented to the City's Risk Manager a current certificate of insurance evidencing all coverages provided for herein. It is understood and agreed by all parties to this Lease that Florida law requires the insurance coverage of City, as Lessor, to be primary coverage unless the Authority, as Lessee, designates its insurance coverage to be primary coverage. Therefore, in entering and executing this Lease, the Authority specifically acknowledges and agrees that the insurance coverage provided by the Authority hereunder shall be designated the primary coverage and, as such, shall assume responsibility for the payment of personal injury and property damage claims arising from the operation of the vehicles leased hereunder. During the term of this lease or any renewals thereof the Authority and City may mutually agree to modify the insurance requirement to reflect changed conditions. Such modifications may be accomplished without having to otherwise amend this lease. The new insurance policies and certificates of insurance will be incorporated in the lease as if fully set forth in the lease and will serve to amend the lease to the extent of any changed or modified insurance.

8. The buses to be provided hereunder will be operated only by persons having all the required certification, licensure, and skills required by law or Authority policy. The Authority will provide to the City or any other governmental authority having jurisdiction over school bus operators a list of all persons who will operate the buses upon the execution of this Lease and will notify the City Risk Manager, or designee, of any additions, deletions or changes to the list prior to the effective date of such addition, deletion, or change to the list. The Authority will provide for each person listed all information which the City may require to determine the operator's fitness to operate a school bus, including but not limited to fingerprints, background information such as driving records, and licensure. The City will have the unrestricted right to deem as unsuitable any person on the list provided, and in the event of such rejection by the City, [subject to the last sentence of this section](#), that person immediately will be removed from the list of approved operators. The Authority will not allow any person not contained on the list to operate the buses. The Authority will coordinate and schedule the attendance of Authority bus operators at mandatory yearly state required training. The right of rejection by the City of bus operators will not take effect until the expiration of any contract between such operator and the Authority to allow for any new or renewed contract between the Authority and operator to provide for immediate termination of operator upon City or other governmental entity objection, if the current contract does not already provide for a right of rejection.

9. In consideration of the services described above, the Authority will remit payment for services within 30 days of the billing date. Payment may be mailed or submitted electronically as agreed by the parties. If mailed or delivered the payments will be mailed or delivered to:

City of Cape Coral



Attn: Accounting Manager  
1015 Cultural Park Blvd.  
Cape Coral, FL 33990

10. This Lease will commence upon execution by both parties hereto and terminate on October 1, 2028, when the City's Master Equipment Lease with Pinnacle Public Finance, Inc. dated \_\_\_\_\_ terminates. The City may terminate the Lease by providing the Authority at least 180-365 days' written notice. The Authority may terminate the Lease by providing the City at least 180-365 days' written notice. The foregoing termination periods may be modified by written agreement of the parties. Both parties shall act in good faith and endeavor to terminate the Lease to not cause undue hardship to the other party. Termination of the Lease does not relieve the Authority of paying the City in full for any debt remaining on the buses or fulfilling its other obligations unless otherwise agreed to in writing by the parties. The City may terminate this Lease with shorter notice or without any notice whatsoever if the Authority breaches any part of this Lease, if such breach is not cured within 60 days of written notice (provided in accordance with Section 12 below) of such breach provided by the City to the Authority, or the City of Cape Coral's charter is revoked or is otherwise terminated, or the Authority ceases operation of its charter schools. The Authority may terminate this Lease at any time immediately upon receipt of written notice of the termination of the charter, but in the event of such termination of the charter, the Authority will continue to abide by the terms of this Lease until the City is in possession of the buses. If there remains any outstanding debt service or related costs, the buses will be returned to the possession of the City immediately upon the effective date of any termination of this Lease.

11. a) Subject to the limitations as set out in Florida Statutes §768.28, the Authority shall defend, hold harmless and indemnify City from and against any and all claims, actions, damages, liability, cost and expense, including those arising from bodily injury, death and/or property damage or any other lawful expense, including, but not limited to, attorney's fees and court costs, brought by third parties arising from the act or omission of the Authority, its agents, employees, or contractors under this Lease. The provisions of this paragraph are not intended to abrogate the sovereign immunity of Authority beyond that set forth in Section 768.28, Florida Statutes.

b) Subject to the limitations as set out in Florida Statutes §768.28, the City shall defend, hold harmless and indemnify Authority from and against any and all claims, actions, damages, liability, cost and expense, including those arising from bodily injury, death and/or property damage or any other lawful expense, including, but not limited to, attorney's fees and court costs, brought by third parties arising from the act or omission of the City, its agents, employees, or contractors under this Lease. The provisions of this paragraph are not intended to abrogate the sovereign immunity of City beyond that set forth in Section 768.28, Florida Statutes.

11. Notices to be provided under this Lease will be sent in the following manner, and to these persons:  
Notices to the City: Will be hand delivered or sent by certified mail to:

Mike Ilczyszyn  
City Manager  
City of Cape Coral  
1015 Cultural Park Blvd.  
Cape Coral, FL 33990

Notices to the Authority: Will be hand delivered or sent by certified mail to:

Jacquelin Collins  
Superintendent  
City of Cape Coral Charter School Authority  
3519 Oasis Blvd.  
Cape Coral, Florida 33914

Notices will be considered received when the person identified above has received the notices.

12. The foregoing constitutes the entire agreement between the parties and this Lease will not be amended or changed except by writing executed by authorized representative of the parties or as otherwise provided herein. There are no promises or undertakings between the parties not set forth herein.

FOR CITY:

City of Cape Coral, Florida

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

Typed Name: Mike Ilczyszyn

Title: City Manager

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

FOR CHARTER SCHOOL AUTHORITY:

City of Cape Coral, Charter School Authority

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

Typed Name: Guido Minaya

Title: Chairperson

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

Approved as to Form:

\_\_\_\_\_  
By: Aleksander Boksner  
City Attorney

**EXHIBIT A****SCHEDULE OF PROPERTY NO. 1**

RE: MASTER EQUIPMENT LEASE PURCHASE AGREEMENT entered into as of April 28, 2023, ("Agreement"), between Pinnacle Public Finance, Inc. ("Lessor") and City of Cape Coral, Florida ("Lessee"). All terms used and not otherwise defined herein have the meanings ascribed to them in the Agreement.

The following items of Equipment are hereby included under this Schedule to the Agreement.

To the extent that less than all of the Equipment subject to this Schedule has been installed and accepted by Lessee on or prior to the date hereof, Lessee hereby acknowledges that a portion of the Equipment has not been delivered, installed and accepted by Lessee for purposes of this Lease and Lessor hereby commits to provide funds in an amount sufficient to pay the costs to acquire and install the Equipment. In consideration of the foregoing, Lessee hereby acknowledges and agrees that its obligation to make Rental Payments as set forth in this Schedule is absolute and unconditional as of the date hereof and on each date and in the amounts as set forth in the Rental Payment Schedule, subject to the terms and conditions of the Lease.

No less than Ninety five percent of the financing costs are being used to acquire assets that will be capitalized.

<b>DESCRIPTION OF EQUIPMENT</b>				
<b>Quantity</b>	<b>Description</b>	<b>Model No.</b>	<b>Serial No.</b>	<b>Est. Cost</b>
SEVEN (7)	ICBU YELLOW BUSES	CE S BUS	4DRBUC8N7RB536908 4DRBUC8N5RB536907 4DRBUC8N1RB536905 4DRBUC8N9RB536909 4DRBUC8N5RB536910 4DRBUC8N7RB536911 4DRBUC8N3RB536906	\$117,535.00 each

Lessee hereby represents, warrants and covenants that its representations, warranties and covenants set forth in the Agreement are true and correct as though made on the Commencement Date of Rental Payments under this Schedule. **The terms and provisions of the Agreement (other than to the extent that they relate solely to other Schedules or Equipment listed on other Schedules) are hereby incorporated into this Schedule by reference and made a part hereof.**

Dated: April 28, 2023

Lessor: Pinnacle Public Finance, Inc.

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

Name/Title: \_\_\_\_\_

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

Lessee: City of Cape Coral, Florida

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

Name/Title: John Gunter, Mayor

Date: 4/21/2023

## **EXHIBIT B**

### **BOND DEBT SERVICE**

City of Cape Coral, Florida  
School Bus Master Lease Draw #1

Dated Date                      04/28/2023  
Delivery Date                04/28/2023

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
07/01/2023	41,574.04	3.530%	5,301.81	46,875.85	
10/01/2023	39,668.72	3.530%	7,207.12	46,875.84	
01/01/2024	40,018.80	3.530%	6,857.04	46,875.84	
04/01/2024	40,371.96	3.530%	6,503.88	46,875.84	187,503.37
07/01/2024	40,728.25	3.530%	6,147.60	46,875.85	
10/01/2024	41,087.67	3.530%	5,788.17	46,875.84	
01/01/2025	41,450.27	3.530%	5,425.57	46,875.84	
04/01/2025	41,816.07	3.530%	5,059.77	46,875.84	187,503.37
07/01/2025	42,185.10	3.530%	4,690.75	46,875.85	
10/01/2025	42,557.38	3.530%	4,318.46	46,875.84	
01/01/2026	42,932.95	3.530%	3,942.89	46,875.84	
04/01/2026	43,311.83	3.530%	3,564.01	46,875.84	187,503.37
07/01/2026	43,694.06	3.530%	3,181.78	46,875.84	
10/01/2026	44,079.66	3.530%	2,796.18	46,875.84	
01/01/2027	44,468.66	3.530%	2,407.18	46,875.84	
04/01/2027	44,861.10	3.530%	2,014.74	46,875.84	187,503.36
07/01/2027	45,257.00	3.530%	1,618.84	46,875.84	
10/01/2027	45,656.39	3.530%	1,219.45	46,875.84	
01/01/2028	46,059.31	3.530%	816.53	46,875.84	
04/01/2028	46,465.78	3.530%	410.06	46,875.84	187,503.36
	858,245.00		79,271.83	937,516.83	937,516.83

<b>Item Number:</b>	<b>5.C.</b>
<b>Meeting Date:</b>	<b>9/19/2023</b>
<b>Item Type:</b>	<b>Agenda Items</b>

**AGENDA REQUEST FORM**  
City Of Cape Coral Charter School Authority

**TITLE:**

Review and Discussion of the Service Level Agreements between the City of Cape Coral, Florida, and the Cape Coral Charter School Authority - Mark Mason, Director of Finance, Interim Director of Human Resources, City of Cape Coral

**SUMMARY:**

Supporting documents are in progress. Thank you for your patience.

**ADDITIONAL INFORMATION:**

**RECOMMENDED ACTION:**

Item Number:	6.A.
Meeting Date:	9/19/2023
Item Type:	Date and Time of Next Meeting:

**AGENDA REQUEST FORM**  
City Of Cape Coral Charter School  
Authority

**TITLE:**

The Next Regular Meeting of the City of Cape Coral Charter School Authority Governing Board will be held on Tuesday, October 10, 2023 at 5:30p.m., in Cape Coral City Council Chambers, 1015 Cultural Park Boulevard, Cape Coral, FL 33990

**SUMMARY:**

**ADDITIONAL INFORMATION:**

**RECOMMENDED ACTION:**