

**INTERLOCAL AGREEMENT
for the
BURNT STORE AREA FIRE SERVICE MSTU**

This Interlocal Agreement for the Burnt Store Area Fire Service MSTU (hereinafter "*Agreement*") made and entered into this 16th day of June, 2020, by and between the **City of Cape Coral**, a Florida municipal corporation (hereinafter the "*City*"); and **Lee County**, a political subdivision and charter County of the State of Florida (hereinafter the "*County*"). Collectively, the foregoing may be referred to as the parties ("*Parties*") or singularly as a party ("*Party*").

WHEREAS, pursuant to the authority set forth in Florida Statutes §125.01, the County established the Burnt Store Area Fire Service Municipal Service Taxing Unit (hereinafter the "*Unit*"), and

WHEREAS, the Lee County Board of County Commissioners is the governing body of the Unit; and

WHEREAS, the Unit was established by the County to provide fire protection to the residents of Burnt Store Marina Resort and other unincorporated areas of the County, the boundaries of the Unit being more particularly described in attached **Exhibit "A"**, incorporated herein by reference (hereinafter the "*Unit Area*"); and

WHEREAS, local units of government are authorized, pursuant to the Florida State Constitution and Chapters 125, 166, and 163, Part I, Florida Statutes, to enter into Interlocal Agreements in order to make the most efficient use of their powers by cooperating with each other on a basis of mutual advantage and thereby provide services and facilities in a manner that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, the City is authorized and willing to provide fire protection service to the Unit; and

WHEREAS, the City utilizes a cost allocation plan (hereinafter "*Cost Allocation Plan*" or "*CAP*") to distribute internal central service overhead costs to operating departments; and

WHEREAS, central services provide support functions to the City of Cape Coral's Fire Department (hereinafter the "*Fire Department*"); and

WHEREAS, the City adopted a two-tiered fire service fee assessment on properties which the Fire Department provides services.

NOW, THEREFORE in consideration of the mutual covenants and promises contained herein, the sufficiency of which is acknowledged, the parties agree as follows:

SECTION 1. RECITALS

The above recitals are accepted as true and correct and incorporated herein as though fully set forth below.

SECTION 2. SCOPE OF SERVICES

The City agrees to provide fire protection and prevention services as defined herein, to the extent that it is physically and feasible to do so, within the Unit Area.

SECTION 3. DEFINITIONS

Unit means the Burnt Store Area Fire Municipal Services Taxing Unit described in attached Exhibit A, a political subdivision of the State of Florida, its officials and employees.

City means the City of Cape Coral, Florida, a municipal corporation, its officers and employees.

Services mean all services, work, materials, and all related professional, technical, administrative and safety activities that are necessary to perform and complete the tasks required pursuant to the terms and provisions of this Agreement. Services to be performed by the City pursuant to this Agreement include fire suppression and related services, basic first response rescue, normal fire company level prevention services, as assigned, and fire inspection services.

SECTION 4. OBLIGATIONS OF CITY

The obligations of the City with respect to all services authorized pursuant to this Agreement are as follows:

1. QUALITY OF SERVICES: The City hereby warrants that the personnel who will perform services for the Unit pursuant to this Agreement are properly certified and qualified to perform said services. The City further agrees that all services performed pursuant to this agreement will be in accordance with generally accepted standards of professional practice and in accordance with the laws, statutes, ordinances, codes, rules, regulations and requirements of all governmental agencies that regulate or have jurisdiction over the services to be provided.

2. LIABILITY: Subject to the limitations as set out in §768.28 Florida Statutes, as it may be amended or revised from time to time, the City agrees to indemnify, defend and hold the Unit and the County harmless from any and all claims, suits, judgments or damages, losses and expenses including court costs, expert witness and professional consultation services, and attorneys' fees arising out of the City's errors, omissions, and/or negligence for services related to this Agreement. The City will not be liable to, nor be required to

indemnify the Unit or the County for any damages arising out of any error, omission, and/or negligence of the County, its employees, agents or representatives. This Section will not be interpreted to be a waiver of sovereign immunity.

3. ADDITIONAL SERVICES: Should the Unit request the City to provide and perform professional services pursuant to this agreement that are not included in the definition of Services as provided herein, the City agrees to consider providing and performing such additional services (hereinafter "*Additional Services*") as may be agreed to in writing by both parties to this Agreement.

Additional Services will constitute a continuation of the professional services covered under this Agreement and will be provided and performed in accordance with the covenants, terms and provisions set forth in this Agreement and any amendments thereto.

Additional Services may be accomplished by one or more amendments to this Agreement. The City will not provide or perform nor will the Unit incur or accept any obligation to compensate the City for any Additional Services unless a written amendment to this Agreement is executed by the Parties.

SECTION 5. METHOD OF PAYMENT

1. This Agreement supersedes all previous interlocal agreements between the Parties regarding the Unit.

2. ANNUAL FEE (hereinafter "*Annual Fee*"): For each year this Agreement is in effect, a millage rate will be levied on the properties in the Unit to pay the City for Services rendered pursuant to this Agreement. The Parties agree a millage rate will be levied based upon the cost of Services to the Unit, including the CAP for internal central services providing support functions to the Fire Department. The City's CAP is determined annually in accordance with the Office of Management and Budget Circular A-87. All administrative costs or fees for the Lee County Property Appraiser, the Lee County Tax Collector and the County will be paid by the Unit in addition to the agreed upon Annual Fee amount. Payment will be made each fiscal year on a quarterly basis.

3. FIRE SERVICE FEE (hereinafter "*Fire Service Fee*"): In addition to the Annual Fee described above, the properties within Unit Area will be subject to an Fire Service Fee based upon the City's Tier 1 Rate for unimproved properties and both the City's Tier 1 and Tier 2 Rate for improved properties, to be determined annually by the City.

4. AMOUNT DUE FOR FISCAL YEAR 2021: The Amount Due is currently derived from the Annual Fee, comprised of the Fire Department's percentage of the ad valorem for properties within the Unit, the CAP for internal central services, and the Fire Service Fee amount for properties within the Unit. An analysis of the Amount Due constituting the Annual Fee and Fire Service Fee for fiscal year 2021 is attached hereto and made a part hereof as **Exhibit "B"**.

5. FUTURE ANNUAL FEE AND FIRE SERVICE FEE: The City will provide to the County the Annual Fee, representing the current millage rate and CAP, as described in Section 5.2 hereinabove, and the Fire Service Fee amount, as described in Section 5.3 hereinabove, for each property within the Unit by July 15th of each year. The City and the County acknowledge and agree the Annual Fee, that is partially comprised of the ad valorem millage rate, and Fire Service Fee amount will be retrospective to the year said amounts are received from the Unit. (The amount to be received from the Unit in tax year 2021 will be based on the 2020 millage rate and Fire Service Fee amount.)

6. PAYMENT UPON TERMINATION OF AGREEMENT OR SUSPENSION OF SERVICES: In the event this Agreement is terminated by the County prior to the expiration of the term hereof, or in the event the County suspends the services being provided by City hereunder, the County will compensate City through the date of any services rendered, including any termination notice period. In the event this Agreement is terminated by the City prior to the expiration of the term hereof, or in the event the City suspends the services being provided, payment by the County will be made through the end of the month.

7. FINAL ACCOUNTING UNDER FORMER AGREEMENT. Notwithstanding anything contained herein to the contrary, at the conclusion of fiscal year 2020, all annual year-end accountings that have not been finalized pursuant to the prior Interlocal Agreement regarding the Unit will be prepared to determine any annual overpayment or underpayment.

SECTION 6. EQUIPMENT AND FACILITIES

1. EQUIPMENT: All equipment used or purchased will be owned by the City.
2. FACILITIES: The City will construct and maintain the facilities necessary to provide appropriate levels of service to the Unit. The City will be responsible for all permits, engineering, design, site preparation and construction of any facilities.
3. NOTIFICATION OF CITY (911 EMERGENCY CALLS): The County will seek to ensure that all 911 fire and rescue emergency calls originating within the Unit are properly routed to the City.

SECTION 7. ASSIGNMENT AND SUB-CONTRACTS

The City may not assign or transfer any of its rights, benefits or obligations hereunder without the prior written consent of the County. The City may not sub-contract any of its service obligations hereunder to third parties without prior written consent of the County. The City may, subject to the County's prior written approval, employ other persons and/or firms to serve as sub-contractors to City in connection with the City performing services and work pursuant to the requirements of this Agreement.

SECTION 8. INSURANCE

The City must maintain insurance or be self-insured to protect itself and the Unit from

claims for damages for personal injury, property damage, workers compensation claims, and other claims for damages that may arise out of the performance of this Agreement by City. This Agreement will not be construed to constitute a waiver of sovereign immunity.

SECTION 9. APPLICABLE LAW AND SEVERABILITY

1. This Agreement is governed by the laws, rules and regulations of the State of Florida.

2. Any provision herein found to be unlawful or unenforceable will be severable and will not affect the validity of the remaining provisions of this Agreement.

SECTION 10. TERM AND TERMINATION

This Agreement will be effective for a term of three (3) years, commencing on October 1, 2020, and terminating on November 30, 2023. Either Party may, upon written notice, terminate this Agreement. Notice of termination must be given not less than three hundred sixty-five (365) days prior to the expiration of any term of this Agreement. If this Agreement is terminated, the Unit's financial obligations will cease from the date of termination.

SECTION 11. AMENDMENTS OR MODIFICATIONS

The terms and provisions contained in this Agreement may be amended or modified, in writing, by the agreement of both Parties. In the event of any conflicts between the requirements, provisions and/or terms of the Agreement and any written amendments or modifications, the requirements, provisions and/or terms of the latest executed amendment or modification will take precedence.

SECTION 12. DUTIES AND OBLIGATIONS

1. The duties and obligations imposed upon the City by this Agreement and the rights and remedies available hereunder are in addition to, and not a limitation of, any otherwise imposed or available by law or statute.

2. All financial or monetary obligations under this Agreement are the sole responsibility of the resulting MSBU assessments to those properties within the Unit Area.

SECTION 13. HEADINGS

The headings of the Articles, Sections, Exhibits, and Attachments as contained in this Agreement are for the purpose of convenience only and may not be deemed to expand, limit or change the provisions contained in such Articles, Section, Exhibits and Attachments.

SECTION 14. ACCEPTANCE

Acceptance of this Agreement will be indicated by the signature of the duly

authorized representatives of the Parties in the spaces as provided herein.

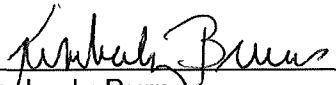
SECTION 15. FILING

This Agreement must be filed with the Lee County Clerk of Court by the County.

IN WITNESS WHEREOF, the Parties have executed this Agreement intending to be bound as of the day and year first written above.

ATTEST:

CITY OF CAPE CORAL

BY: 
Kimberly Burns
City Clerk

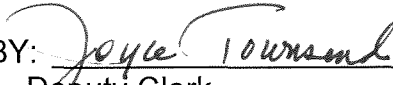
BY: 
Joe Coviello
Mayor

APPROVED AS TO LEGAL FORM:

BY: 
[Signature]
Brian R. Bartos
[Type or print name]
Asst. City Attorney

ATTEST:
LINDA DOGGETT, CLERK

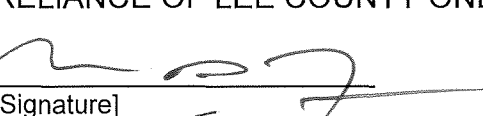
**BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA**

BY: 
Deputy Clerk
Joyce Townsend
[Type or print name]

By: 
[Signature]
Frank Mann
[Type or print name]
Chair/Vice-Chair



APPROVED AS TO FORM FOR THE
RELiance OF LEE COUNTY ONLY:

By: 
[Signature]
Michael D. Jacob
[Type or print name]
Lee County Attorney's Office

(041420/1019)

EXHIBIT "A" - LEGAL DESCRIPTION

BURNT STORE FIRE MSTU BOUNDARY

A tract or parcel of land being all of or parts of Section 1, Township 43 South, Range 22 East, Sections 1, 2, 3, 4, 5, 6, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 20, 21, 22, 23 and 24, Township 43 South, Range 23 East and Section 6, Township 43 South, Range 24 East, all in Lee County, Florida. Said tract or parcel being described as follows:

Beginning at the Northeast corner of Section 6, Township 43 South, Range 24 East, said point being on the Lee County/Charlotte County boundary line, run South along the East line of said Section 6 to an intersection with the North line of lands described in Instrument Number 2006000200439 of the Public Records of Lee County, Florida; thence run West along said North line to the northwest corner of said lands; thence run South along the West line of said lands to an intersection with the North line of Section 7, Township 43 South, Range 24 East, also being the North line of lands described in Instrument Number 2007000181936 (Parcel 9) of said public records; thence run West along said North line to the northwest corner of said Section 7; thence run South along the West line of said Section 7, and said lands, to the northwest corner of Section 18, Township 43 South, Range 24 East, also being the northwest corner of Cape Coral Unit 87 as shown on plat recorded in Plat Book 24, Page 67 of said public records; thence run South along the West line of said Section 18, also being the West line of said Cape Coral Unit 87 and the West right-of-way line of Andalusia Boulevard, to an intersection with the northwest corner of Section 19, Township 43 South, Range 24 East; thence run South along the West line of said Section 19, also being the West line of Cape Coral Unit 84 as shown on plat recorded in Plat Book 24, Page 30 of said public records and the West right-of-way line of Andalusia Boulevard, to an intersection with the southwest corner of said Section 19, also being the North line of Cape Coral Unit 36 as shown on plat recorded in Plat Book 16, Page 112 of said public records and the North right-of-way line of Jacaranda Boulevard; thence run West along the North line of Section 25, Township 43 South, Range 23 East, also being the North line of said Cape Coral Unit 36 and the North right-of-way line of Jacaranda Boulevard, to an intersection with the northwest corner of said Section 25; thence run North along the East line of Section 23, Township 43 South, Range 23 East, also being the East line of Cape Coral Unit 40 as shown on plat recorded in Plat Book 17, Page 81 of said public records, to an intersection with the North line of said Cape Coral Unit 40 and the northerly right-of-way line of the Gator Slough Canal; thence run southwesterly along said North right-of-way line to an intersection with the North line of Section 26, Township 43 South, Range 23 East also being the North line of lands described in Instrument Number 2007000264129 of said public records; thence run West along said North line to an intersection with the East line of Section 22, Township 43 South, Range 23 East, also being the East line of a public road right-of-way line described in Instrument Number 2008000059328 of said

public records; thence run North along said East line to an intersection with the North line of the South one-half (S-1/2) of the southeast one-quarter (SE-1/4) of said Section 22 also being the North line of lands described in Instrument Number 2007000124055 of said public records; thence run West along said North line to an intersection with the East line of the North one-half (N-1/2) of the southwest one-quarter (S W-1/4) of said Section 22, also being the East line of lands described in Instrument Number 2007000181936 (Parcel 5) of said public records; thence run the following five (5) courses along the boundary lines of said Parcel 5: North along said East line to an intersection with the North line of said fraction of a section and the North line of said Parcel 5; West along said North line to an intersection with the West line of the East one-half (E- 1/2) of the northwest one-quarter (NW-1/4) of the southwest one-quarter (S W 1/4) of said Section 22; South along said West line to an intersection with the South line of the northwest one-quarter (NW- 1/4) of the southwest one-quarter (S W-1/4) of said Section 22; East along said South line to an intersection with the West line of the southeast one-quarter (SE- 1/4) of the southwest one-quarter (SW-I 1/4) of said Section 22; South along said West line to an intersection with the North line of Section 27, Township 43 South, Range 23 East, also being the North line of lands described in Instrument Number 2007000181936 (Parcel 6) of said public records; thence run West along said North line to an intersection with the southeast corner of Section 21, Township 43 South, Range 23 East; thence run North along the East line of said Section 21, also being the East line of lands described in Instrument Number 2008000010791 of said public records, to an intersection with the northeast corner of said Section 21 and the North line of said lands; thence run the following thirteen (13) courses along the said North and the northwesterly boundary lines of said lands: S89°41'37" W for 2717.50 feet to the North quarter-corner of said Section 21; S89°42'10"W along said North line for 1916.51 feet; S54°17'36"W for 118.09 feet; S78°20'38"W for 301.91 feet; '13"W for 262.95 feet; S18°10'46"E for 451.89 feet; S33°57'11"W for 319.46 feet; S35°48'07"W for 468.40 feet; N66°47'49"W for 42.84 to a point on the West line of the northwest one-quarter (NW-1/4) of said Section 21; N66°47'49"W for 377.85 feet; S18°49'16"W for 468.74 feet; S08°13'52" W for 274.82 feet; S04°42'08"E for 209.62 feet to an intersection with the North line of land described in Official Record Book 291 1, Page 1929, said public records; thence run S89°37'56"W along said north line for 1504 feet more or less to an intersection with the southeasterly line of land described in Instrument Number 2008000010793, said public records; thence run the following thirteen (13) courses along said southeasterly line: N14°07'22" W for 309.02 feet; N04°57'21 "W for 328.45 feet; N30°46'26"E for 373.82 feet; N47°37'42"E for 418.12 feet; N52°52'36"E for 419.74 feet; N29°30'00"E for 428.71 feet; N49°10'09"W for 233.06 feet; N16°08'20"W for 302.65 feet; N55°38'13"E for 549.53 N43°02'05"E for 376.63 feet; N13°09'29"W for 493.41 feet; N63°35'28"E for 412.89 feet; S82°04'31"E for 408.21 feet to an intersection with the East line of Section 17, Township 43 South, Range 23 East and the East line of lands described in Instrument Number 2007000181936 (Parcel 1), said public records; thence run North along said East line to an intersection with the northeast corner of said Section 17; thence run West along the North line of said Section 17 to

the northwest corner of the East one-half (E-1/2) of said Section 17 and the northwest corner of said Parcel 1; thence run South along the West line of the East one-half (E-1/2) of said Section 17 to an intersection with the North quarter-corner of Section 20, Township 43 South, Range 23 East and the North line of lands described in Instrument Number 2007000181936 (Parcel 2), said public records; thence run West along said North line to an intersection with the southeast corner of Section 18, Township 43 South, Range 23 East, said corner lying within the right-of-way of Burnt Store Road (County Road 865); thence run North along the East line of said Section 18 to an intersection with the southeast corner of Section 7, Township 43 South, Range 23 East, said corner lying within the right-of-way of Burnt Store Road (County Road 865); thence run North along the East line of said Section 7 to an intersection with the northeast corner of said Section 7, said corner lying within the right-of-way of Burnt Store Road (County Road 865); thence run West along the North line of said Section 7 to an intersection with the northeast corner of Section 12, Township 43 South, Range 22 East and the northeast corner of lands described in Official Record Book 2905, Page 2477, said public records; thence run West along the North line of said lands to an intersection with the Mean High Water Line of Charlotte Harbor; thence run northerly along said Mean High Water Line to an intersection with the North line of Section 1, Township 43 South, Range 22 East and the Lee County/Charlotte County boundary line; thence run East along the North line of said Section 1, the North lines of Sections 6, 5, 4, 3, 2 and 1, Township 43 South, Range 23 East, and the North line of Section 6, Township 43 South, Range 24 East, said North section lines also being the Lee County/Charlotte County boundary line, to the northeast corner of said Section 6 and the Point of Beginning.

Together with two contiguous parcels of land located in Section 19, Township 43 South, Range 23 East, in Lee County, Florida, described as follows:

1. The east half of the southeast one quarter of the northwest one quarter of the southwest one quarter; and the west half of the southwest one quarter of the northeast one quarter of the southwest one quarter of Section 19, Township 43 South, Range 23 East as described in Parcel "C", Lee County Case No. 71-251.
2. The east half of the southwest one quarter of the northeast one quarter of the southwest one quarter; and the west half of the southeast one quarter of the northeast one quarter of the southwest one quarter of Section 19, Township 43 South, Range 23 East as described in Parcel "D", Lee County Case No. 71-251.

Together with four (4) parcels of land lying in Section 10, Township 45 South, Range 24 East, Lee County, Florida, all being described in the Public Records of Lee County, Florida as shown below:

1. From the Southeast corner of Section 10, Township 44 South, Range 23 East, Run North 00 Degrees 05 minutes 30 seconds West along the East line of said Section, 1514.07 feet to the center line of proposed subdivision road; thence West along said center line 543.00 feet to the Point of Beginning of the lands herein described; Thence

South 168.23 feet; Thence West 100.00 feet; Thence North 168.23 Feet; Thence East 100.00 feet to the Point of Beginning. Subject to a 25.00-foot easement on the North for Road right of way, and a 20-foot easement on the South for drainage and utilities. (The same being Lot 6, Block A of the Unrecorded plat of Whispering Pines.)

2. Being Lot 2, Block "A" of the unrecorded plat of Whispering Pines more particularly described as follows:

From the Southeast corner of Section 10, Township 44 South, Range 23 East, run North 0° 05' 30" West along the east line of said Section a distance of 1514.07 feet to the centerline of a proposed subdivision road; thence West along said centerline of said proposed road 143.0 feet to the point of beginning of the lands herein described thence South 168.23 feet; thence West 100 feet; thence North 168.23 feet thence East 100 feet to the point of beginning, SUBJECT to a 25 foot easement on the North for road right-of-way purposes, and a 20 foot easement on the South for drainage and utilities.

3. Whispering Pines Subdivision, an unrecorded subdivision Section 10, Township 44 South, Range 23 East. Block A Lot #3, North Fort Myers (Lee), Florida, From the South east corner of Section 10, Township 44 South, Range 23 East run North 0 degrees 05'30" West along the East line of said section a distance of 1514.07' to the center line of a proposed subdivision road, thence West along said center line 242' to the P.O.B., thence South 168.23', West 100', North 168.23', East 100'. Subject to 25' easement on the North for R/W and a 20' easement on the south for drainage and utilities.

Whispering Pines Subdivision, an unrecorded subdivision Section 10, Township 44 South, Range 23 East, Block A Lot #4, North Fort Myers (Lee), Florida, From the South east corner of Section 10, Township 44 South, Range 23 East run North 0 degrees 05'30" West along the East line of said section a distance of 1514.07' to the center line of a proposed subdivision road, thence West along said center line 343' to the P.O.B., thence South 168.23' West 100', North 168.23', East 100'. Subject to 25' easement on the North for R/W and a 20' easement on the south for drainage and utilities

4. Lot #5, Block A, Whispering Pines Subdivision, an unrecorded subdivision North Fort Myers Florida; From the Southeast corner of Section 10, Township 44 South, Range 23 East, run North 0 degrees 05'30", West along the East line of said Section, a distance of 1514.07' to the center line of a proposed subdivision road, thence West along said center line 443' to the Point of Beginning, thence South 168.23', West 100' North 168.23', East 100'. All in Lee County, Florida, Subject to a 25' easement of the North for right of way and a 20' easement for the South for drainage utilities.

Together with a parcel of land lying in Section 15, Township 45 South, Range 24 East, Lee County, Florida, all being described in the Public Records of Lee County, Florida as shown below:

A parcel of land situated in the State of Florida, County of Lee, lying in Section 15, Township 44 South, Range 23 East, being the same parcel described in Official Record Book 4182 at Page 3835, together with the adjacent half of vacated Nelson Road per City of Cape Coral Resolution 149-87 as recorded in Official Record Book 1951 at Page 2162, and further described as follows:

Commencing at the east quarter (1/4) corner of said Section 15; thence N00°03'24"E along the east line of said Section for 162.14 feet to an intersection with the northwesterly right-of-way line of Pine Island Road (Section 12060-000 - State Road 78) according to the right-of-way taking as described in Official Record Book 3679 at Page 1025, Public Records of said Lee County, said intersection being on a curve concave to the northwest having a radius of 22,815.31 feet to which a radial line bears S25°50'49"E and to the Point of Beginning; thence southwesterly along said northwesterly right-of-way line and said curve to the right through a central angle of 00°55'11", chord bearing S64°36'47"W, a chord distance of 366.18 feet, for an arc distance of 366.19 feet to the east line of Block 3611, Cape Coral Unit 49 as recorded in Plat Book 17, Pages 145 through 154, inclusive; thence N00°03'24"E, departing said right-of-way along the east line of said Block 3611 and the east line of said subdivision boundary for 398.02 feet to the northeast corner of said Block 3611 and the southeast corner of an alley (20 feet wide) according to said plat; thence continue N00°03'24"E along the east line of said subdivision and said alley for 204.04 feet to a corner on the boundary of said subdivision; thence S89°56'36"E along said subdivision boundary line and the south line of an alley (20 feet wide) for 280.00 feet to an intersection with the southerly extension of the east line of Lot 45, Block 3619 of said subdivision; thence continue S89°56'36"E along the southerly line of said subdivision for 50.67 feet to the east line of the northeast one quarter (NE ¼) of said Section 15; thence continue S89°56'36"E along the easterly extension of said southerly line for 20.00 feet to the centerline of vacated Nelson Road per City of Cape Coral Resolution Number 149-87 as recorded in Official Record Book 1951 at Page 2162; thence S00°03'24"W along the centerline of said vacated Nelson Road for 435.01 feet to an intersection with the northerly right-of-way line of said Pine Island Road (Section 12060-000 - State Road 78), said point lying on a curve concave to the northwest having a radius of 22,815.31 feet and to which point a radial line bears S25°54'10"E; thence southwesterly along said northwesterly right-of-way line and said curve to the right through a central angle of 00°03'21", chord bearing S64°07'31"W, a chord distance of 22.24 feet for an arc distance of 22.24 feet to the Point of Beginning.

EXHIBIT B

TOTAL: \$1,004,956 (BASED ON FY2020 NUMBERS)

COMPRISED OF:

1) FY 2020 ANNUAL FEE = \$488,492

Annual General Fund costs for fire protection of the Burnt Store Municipal Service Taxing Unit (MSTU) which is comprised of:

- A. FY 2020 Total Taxable Value for the Burnt Store MSTU (\$427,360,163), multiplied times the City of Cape Coral Ad Valorem Millage Rate of 6.4903, divided by 1000, multiplied times 8.6% (FD's percentage of the ad valorem, for properties in the MSTU area) = \$238,538
- B. FY 2020 Internal Central Service Cost: The FD's percentage of allocation of services (\$3,749,314)/15 (15 CCFD facilities/workplaces that share Internal Services) = \$249,954

Note: An equal portion is appropriate due to the heavier management needs and the allocation does not include Public Works (Fleet and Facilities) which are utilized heavily by the FD. Furthermore, the CCFD also provides fire inspection services to the area.

- C. FY 2020 Administrative Costs or Fees = \$0.00

Comprised of:

- i. FY 2020 Administrative Costs or Fees for the Property Appraiser = \$0.00
- ii. FY 2020 Administrative Costs or Fees for the Tax Collector = \$0.00
- iii. FY 2020 Administrative Costs or Fees for the Lee County = \$0.00

2) FY 2020 FSA FOR PROPERTIES IN THE BURNT STORE MSTU AREA = \$516,464

Tax roll is provided by the Property Appraiser and the City of Cape Coral's Tier 1 and Tier 2 (where applicable) are applied to the Burnt Store properties as follows:

- A. FY 2020 Tier 1 rate of \$142.71 per parcel (for response readiness availability) applied to all parcels (2,031) = \$289,844
- B. FY 2020 Tier 2 rate of \$2.50 per Equivalent Building Unit (for protection from loss of structures) applied to improved parcels (1,934) = \$226,620