

LEE COUNTY ORDINANCE NO. 22-19

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF LEE COUNTY, FLORIDA, AMENDING ORDINANCE 96-09 AND EXHIBIT A THEREIN, RELATING TO LEE COUNTY GARBAGE AND SOLID WASTE DISPOSAL FACILITIES; PROVIDING FOR CONFLICTS OF LAW; SEVERABILITY; CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR MODIFICATIONS THAT MAY ARISE FROM CONSIDERATION AT PUBLIC HEARING; AND AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners (the "Board") is the governing body in and for Lee County, a political subdivision and Charter County of the State of Florida ("County"); and

WHEREAS, the Board has previously adopted Ordinance 96-09, which has been amended by Ordinance 96-11 and Ordinance 97-12, relating to the recovery of certain costs for the operation and maintenance of the several Lee County Solid Waste Disposal Management Facilities from the users of said facilities; and

WHEREAS, Ordinance 96-09 established an Municipal Service Taxing Unit ("MSTU") for recovery of these costs from residents and improved commercial properties within the City of Cape Coral; and,

WHEREAS, the City of Cape Coral now wishes to abolish the MSTU and convert to an Municipal Service Benefit Unit ("MSBU") as established in Ordinance 96-09 for all other municipalities within Lee County; and,

WHEREAS, the City of Cape Coral adopted City Ordinance 45-21 on May 19, 2021, consenting to the establishment of an MSBU pursuant to Florida Statutes Section 125.01(1)(q); and

WHEREAS, the County has determined that it is in the County's best interests to amend Ordinance 96-09 to convert the City of Cape Coral from an MSTU to an MSBU.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF LEE COUNTY, FLORIDA THAT:

SECTION ONE: AMENDMENT TO ORDINANCE

Lee County Ordinance 96-09 is amended as follows with strike through identifying deleted text and underline identifying new text.

SECTION 1. CREATION, PURPOSE AND DECLARATION OF BENEFIT

There is hereby established a Municipal Service Benefit Unit (MSBU) ~~and a Municipal Service Taxing Unit (MSTU)~~ pursuant to the authority granted to counties in Section 125.01(l)(q) and (r), Florida Statutes. Said MSBU shall be known as "The Lee County Solid Waste Disposal Facilities Benefit Unit", the boundary of which shall be all of Lee County, ~~less the incorporated area of the City of Cape Coral. Said MSTU shall be known as the "Lee County Solid Waste Disposal Facilities Taxing Unit", the boundary of~~

~~which shall be all of the incorporated area of the City of Cape Coral. It is the intent of this Ordinance that the legal description of the Benefit Unit and the Taxing Unit shall correspond with the legal descriptions as set forth in Exhibit "A", attached hereto and made a part of this Ordinance.~~

For unincorporated Lee County, all Improved Commercial Properties within the Benefit Unit subject to mandatory garbage and solid waste collection and disposal services shall be specially assessed for their proportionate share of the costs for the operation and maintenance of the several Lee County Solid Waste Disposal and Management Facilities.

For the municipalities of Fort Myers, Fort Myers Beach, Cape Coral and Sanibel, all improved properties within the Benefit Unit shall be specially assessed for their solid waste generation proportionate share of the costs for the operation and maintenance of the several Lee County Solid Waste Disposal and Management Facilities.

~~For the municipality of Cape Coral, all properties within the Taxing Unit shall have levied an ad valorem millage corresponding to their solid waste generation proportionate share of the costs for the operation and maintenance of the several Lee County Solid Waste Disposal Facilities.~~

Further it is the purpose of the County to promote the common interest of the citizens of all of the County, to provide for the operation and maintenance of its several solid waste disposal and management facilities, through the levy of Special Assessments and a certain MSTU ad valorem millage. It shall also be the purpose of the County to promote the health, welfare and safety of the citizens and residents of Lee County by providing adequate garbage and solid waste disposal services through the operation and maintenance of the County's several Designated Solid Waste Disposal and Management Facilities.

SECTION 2. STATEMENT OF COUNTY INTENT

It is the intent of the County to require all Improved Commercial Properties within the unincorporated areas of the County and all residential and Improved Commercial Properties within the incorporated municipalities, to have garbage and solid waste disposed of in a proper, sanitary and efficient manner; to provide all persons with a sanitary and efficient means of having their solid waste disposed of; to eliminate illegal dumping; to provide effective and efficient methods of collecting funds for the costs of the several Lee County Solid Waste Disposal and Management Facilities and services rendered; and to promote the health, safety and welfare of the citizens of the County.

It is hereby declared, found and determined by the County, that the several solid waste disposal and management facilities and services provided by the County pursuant to this Ordinance, and not limited to the accomplishment of the intents stated herein, shall and do constitute a special benefit to all Designated Properties within the Benefit Unit, which is equal to, or in excess of, the actual costs of providing such solid waste disposal services, and which such facilities and services specially benefit all said solid waste service properties, ~~and that the ad valorem millage levied within the Taxing Unit is proportional to the costs allocated to the Unit for its pro-rata share of the operations and maintenance costs of the several Lee County Solid Waste Disposal Facilities.~~

SECTION 3. DEFINITIONS

Subsections 1 thru 8 remain the same

9. Designated Properties shall mean the specially assessed or taxed properties as follows:
 - ~~1. MSBU Special Assessment~~
 - a) For unincorporated Lee County: all commercial customers (Improved Commercial Properties) as defined herein.
 - b) For the municipalities of Fort Myers, Fort Myers Beach, Cape Coral and Sanibel: all residences and Improved Commercial Properties as defined herein.
 - ~~2. MSTU Ad Valorem Tax~~
 - a) ~~For the municipality of Cape Coral: all property as included on the Lee County General Levy Annual Ad Valorem Tax Roll.~~

Subsections 10 thru 18 remain the same

- ~~19. Taxing Unit refers to the MSTU as created under Sections 1. and 4., herein.~~

Subsections 20 thru 23 are renumbered as 19 thru 22, respectively, but otherwise remain unchanged

SECTION 4. CREATION OF THE UNITS, PURPOSE AND BOUNDARIES

Pursuant to Section 1 hereof and the powers granted to the Board of County Commissioners by the Constitution of the State of Florida and Florida Statutes, in particular, Section 125.01, Florida Statutes, the Board hereby creates a Lee County Municipal Service Benefit Unit (MSBU), to be known as "The Lee County Solid Waste Disposal and Management Facilities Benefit Unit", and a Lee County Municipal Service Taxing Unit (MSTU), to be known as the "Lee County Solid Waste Disposal and Management Facilities Taxing Unit". The Units are is legally described by Exhibit "A" attached hereto and incorporated herein. With the exception of the legal notice as required by Section 125.66, Florida Statutes, and any other procedure required by Florida State Statute prior to the enactment of a county ordinance, any and all other procedures, administrative or otherwise, which are required to be followed prior to the enactment of an ordinance, shall be considered directory in nature, and any noncompliance with these procedures shall have no adverse effect upon the adoption or validity of this Ordinance, constitutionally or otherwise.

The purpose of the Units is to promote the common interests of the citizens of the County including all municipalities, and to provide for the disposal of solid waste and recycling through the levy of (a) Special Assessment(s) and ~~ad-valorem taxes~~ as further provided for herein, and to promote the health, welfare and safety of the citizens and residents of the Units by providing sufficient disposal of solid waste by the operation, maintenance and use of one or more of the several Lee County Designated Solid Waste Disposal Facilities.

SECTION 7. SPECIAL ASSESSMENTS

ANNUAL SOLID WASTE DISPOSAL FACILITIES SPECIAL ASSESSMENT

There is hereby imposed an Annual Special Assessment upon all Improved Commercial Properties within unincorporated Lee County and all Designated Properties within the municipalities of Fort Myers, Fort Myers Beach, Cape Coral and Sanibel, for the recovery of the operational and maintenance costs for the several Lee County Solid Waste Disposal Facilities.

Remainder of Section is unchanged

~~SECTION 11. AD VALOREM TAX~~

Section 11 is deleted in its entirety

~~SECTION 15. ENFORCEMENT OF DELINQUENT MSTU AD VALOREM TAXES~~

Section 15 is deleted in its entirety

SECTION TWO: AMENDMENT TO EXHIBIT A

EXHIBIT A

I. MUNICIPAL SERVICE BENEFIT UNIT

LEGAL DESCRIPTION

- 1. All of unincorporated Lee County as described at Section 7.36, Florida Statutes.
- 2. All of the incorporated area of the municipality of Fort Myers as described in Fort Myers Ordinance No. 2776, attached hereto as Attachment No. 1.
- 3. All of the incorporated area of the municipality of Sanibel as described in Sanibel Ordinance No. 95-16, attached hereto as Attachment No. 2.
- 4. All of the incorporated area of the municipality of Fort Myers Beach as described in Town of Fort Myers Beach Ordinance No. 95-07, attached hereto as Attachment No. 4.
- 5. All of the incorporated area of the municipality of Cape Coral as described in City of Cape Coral Ordinance No. 45-21, attached hereto as Attachment No. 5.

~~II. MUNICIPAL SERVICE TAXING UNIT~~

~~LEGAL DESCRIPTION~~

- ~~1. All of the incorporated area of the municipality of Cape Coral as described in City of Cape Coral Ordinance No. 3-96, attached hereto as Attachment No. 3.~~

SECTION THREE: CONFLICTS OF LAW

Whenever the requirements or provisions of this Ordinance are in conflict with the requirements or provisions of other lawfully adopted ordinances or statutes, the most restrictive requirements will apply.

SECTION FOUR: SEVERABILITY

If any provision of this ordinance is deemed invalid or unconstitutional by a court of competent jurisdiction, it is the Board's intention that such portion will become a separate provision and will not affect the remaining provisions of the ordinance. The Board further declares that this ordinance would have been adopted if such unconstitutional provision was not included.

SECTION FIVE: CODIFICATION AND SCRIVENER'S ERRORS

The Board intends that this ordinance will be made part of the Lee County Code; and that sections of this ordinance can be renumbered or relettered and that the word "ordinance" can be changed to "section", "article" or some other appropriate word or phrase to accomplish codification, and regardless of whether this ordinance is ever codified, the ordinance can be renumbered or relettered and typographical errors that do not affect the intent can be corrected with the authorization of the County Manager or his designee, without the need for a public hearing.

SECTION SIX: MODIFICATIONS THAT MAY ARISE FROM CONSIDERATION AT PUBLIC HEARING

It is the intent of the Board of County Commissioners that the provisions of this Ordinance may be modified as a result of consideration that may arise during Public Hearing(s). Such modifications shall be incorporated into the final version.

SECTION SEVEN: EFFECTIVE DATE

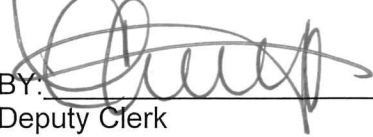
This ordinance will take effect upon its filing with the Office of the Secretary of the Florida Department of State.

Commissioner Ruane made a motion to adopt the foregoing ordinance, seconded by Commissioner Hamman. The vote was as follows:


Kevin Ruane	Aye
Cecil L Pendergrass	Aye
Raymond Sandelli	Aye
Brian Hamman	Aye
Mike Greenwell	Aye

DULY PASSED AND ADOPTED this 16th day of August 2022.

ATTEST:
KEVIN C. KARNES, CLERK

BY: 
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: 
Cecil L Pendergrass, Chair



APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY


Office of the County Attorney

ORDINANCE 45 - 21

AN ORDINANCE OF THE CITY OF CAPE CORAL TO THE ESTABLISHMENT, BY LEE COUNTY, OF A MUNICIPAL SERVICE BENEFIT UNIT (MSBU) TO BE KNOWN AS THE "MUNICIPAL SOLID WASTE DISPOSAL FACILITIES BENEFIT PROGRAM, MSBU"; PROVIDING THE TERM FOR WHICH SAID CONSENT IS GIVEN; PROVIDING FOR INCLUSION OF CITY PROPERTY IN THE MSBU; PROVIDING SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the City and County desire to jointly accomplish certain public health, welfare and safety objectives relating to the disposal of their respective solid waste; and

WHEREAS, Chapter 125, Chapter 163 and Chapter 166, F.S., authorize cities and counties to enter into intergovernmental relationships for the purpose of providing municipal services, to include the creation by a county of benefit units within the City with the City's specific consent; and

WHEREAS, City of Cape Coral Ordinance 3-96 previously consented to Lee County establishing a Municipal Services Taxing Unit to fund Lee County's Solid Waste Disposal Facilities, and

WHEREAS, the seven other districts in Lee County (City of Fort Myers, the Town of Fort Myers Beach, City of Bonita Springs, City of Sanibel, Village of Estero, North Fort Myers, and Lehigh Acres) utilize a Municipal Service Benefit Unit to fund Lee County's Solid Waste Disposal Facility, and

WHEREAS, the City Council of the City of Cape Coral met February 24, 2021 in a Committee of the Whole meeting to discuss changing the collection method from a Municipal Service Taxing Unit (MSTU) to a Municipal Service Benefit Unit (MSBU), and

WHEREAS, the City finds that the adoption of this Ordinance consenting to a Municipal Service Benefit Unit to fund Lee County's Solid Waste Disposal Facilities is consistent with the requirements, terms and conditions of the interlocal agreements previously entered into with the County, serves a public purpose, and is the City's benefit.

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

SECTION 1. The City Council of the City of Cape Coral hereby consents to the establishment, by Lee County, of a Municipal Service Benefit Unit (MSBU) effective for Fiscal Year 2022 to be known as "Solid Waste District Number 17". The City Council further consents to the application of the MSBU within the jurisdictional boundaries of the City of Cape Coral:

See Exhibit "A", attached hereto.

SECTION 2. The term for which the foregoing consent is given shall not exceed the terms and conditions as set out in that certain Interlocal Agreement between the City and the County dated September 1, 2020, attached hereto and made a part hereof, as Exhibit "B".

SECTION 3. The foregoing consent shall be effective immediately upon its adoption by the City Council.

SECTION 4. 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 5. Effective Date. This ordinance shall become effective immediately after its adoption by the Cape Coral City Council.

ADOPTED BY THE COUNCIL OF THE CITY OF CAPE CORAL AT ITS REGULAR SESSION THIS 19th DAY OF May, 2021.



JOHN GUNTER, MAYOR

VOTE OF MAYOR AND COUNCILMEMBERS:

GUNTER	<u>aye</u>	NELSON	<u>Aye</u>
TATE	<u>Aye</u>	WELSH	<u>Aye</u>
SHEPPARD	<u>Aye</u>	WILLIAMS	<u>Aye</u>
HAYDEN	<u>Aye</u>	COSDEN	<u>Excluded</u>

ATTESTED TO AND FILED IN MY OFFICE THIS 26th DAY OF May, 2021.

Kimberly Bruns
KIMBERLY BRUNS
CITY CLERK

APPROVED AS TO FORM:

Dolores D. Menendez
DOLORES D. MENENDEZ
CITY ATTORNEY
ord/Solid Waste MSBU

Exhibit "A"

The territorial limits of said municipality are defined as follows:

Begin at a point where the intersection of the south line of Section 19, Township 44 South, Range 23 East intersects the shoreline of Matlacha Pass; thence run southerly along said shoreline of Matlacha Pass the following courses and distances: S 08° 23' 45" E 1120.24 feet, S 24° 57' 31" E 1464.82 feet, S 40° 28' 14" E 1443.81 feet, S 26° 49' 45" E 1700.83 feet, S 09° 10' 34" W 2012.80 feet, S 39° 18' 26" E 1290.47 feet, S 41° 45' 47" W 963.83 feet, S 14° 29' 01" W 1804.76 feet, S 17° 49' 47" E 1562.85 feet; thence passing from Section 31, Township 44 South, Range 23 East into Section 6, Township 45 South, Range 23 East run the following courses and distances: S 02° 59' 01" W 2119.73 feet, S 28° 59' 49" W 2648.56 feet, S 07° 31' 15" E 1218.69 feet, S 42° 07' 00" W 1480.72 feet, N 78° 52' 59" W 1921.82 feet, S 36° 07' 03" W 2484.51 feet, S 27° 10' 45" E 2750.01 feet, S 02° 54' 58" E 979.82 feet, N 83° 55' 06" E 661.70 feet, S 22° 14' 05" E 1369.98 feet, S 01° 15' 36" W 1368.30 feet, S 60° 58' 35" W 699.74 feet, S 50° 41' 31" E 3105.15 feet, S 12° 51' 19" E 716.93 feet, S 66° 58' 43" E 2144.74 feet, S 06° 54' 02" E 2323.40 feet, S 74° 51' 11" E 1528.57 feet, S 07° 54' 52" E 796.41 feet, S 23° 02' 52" W 1844.72 feet to a point in Section 30, Township 45 South, Range 23 East called Sword Point at the intersection of the shore of Matlacha Pass and the Caloosahatchee River; thence run easterly along the north shore of the Caloosahatchee River N 80° 17' 49" E 1426.08 feet, N 71° 20' 55" E 1315.24 feet, N 63° 01' 29" E 838.98 feet, N 59° 35' 01" E 890.15 feet, N 74° 45' 40" E 1219.25 feet, S 75° 41' 34" E 2222.31 feet, N 69° 46' 45" E 1593.62 feet, N 33° 34' 11" E 1334.17 feet, N 82° 37' 42" E 1326.92 feet, N 79° 30' 57" E 770.53 feet, N 15° 38' 04" W 1414.35 feet to a point near the southwest corner of "Cape Coral Unit 67" as recorded in Plat Book 25 at pages 57 through 65 of the Lee County Public Records, said point also being located in Section 22, Township 45 South, Range 23 East; thence continue along the shoreline of the Caloosahatchee River the following courses and distances: S 72° 27' 53" E 1017.43 feet, N 82° 35' 46" E 776.90 feet, S 80° 14' 01" E 588.85 feet, S 00° 47' 47" W 1438.53 feet, S 48° 37' 26" E 906.70 feet, N 77° 40' 26" E 891.02 feet, N 63° 07' 57" E 886.09 feet, N 84° 05' 26" E 2917.11 feet, S 84° 04' 41" E 774.56 feet, N 55° 34' 00" E 655.08 feet, (See Page 20 for continuation of Bulkhead Line legal description) thence southeasterly a distance of 300.00 feet; thence northeasterly along a line extending 300.00 feet water ward from the existing shoreline to a point on the section line lying between Sections 28 and 33, Township 44 South, Range 24 East and the north end of said Bulkhead Line; thence run along said section line N 88° 35' 04" E 19.76 feet to the westerly limits of the City of Fort Myers; thence run along said City Limit Line to a point where a line lying 680 feet north of and parallel with the section line between Sections 21 and 28, Township 44 South, Range 24 East intersects said City of Fort Myers limit line; thence run along said parallel line N 89° 59' 47" W 2229.62 feet to the section line lying between Sections 20 and 21, Township 44 South, Range 24 East; thence run along said section line N 00° 35' 37" W 2010.93 feet to the easterly quarter corner of Section 20, Township 44 South, Range 24 East; thence continue along said section line N 00° 01' 17" E 2657.05 feet to the southeast corner of Section 17, Township 44 South, Range 24 East; thence run along the easterly line of Section 17 N 00° 57' 33" E 2718.39 feet to the easterly quarter corner of Section 17, Township 44 South, Range 24 East; thence continue along said section line N 00° 57' 13" E 2717.95 feet to the southeast corner of Section 8, Township 44 South, Range 24 East; thence run along the easterly line of said Section 8 N 00° 05' 45" E 2651.79 feet to the quarter corner common to Section 8 and Section 9; thence run along southerly line of the west 1/2 of the west 1/2 of the northwest 1/4 (W 1/2 W 1/2 NW 1/4) of said Section 9 S 89° 23' 14" E 652.01 feet to the southeasterly corner of said fractional section; thence run along the easterly line of said fractional section N 00° 11' 15" E 2657.10 feet to the northeasterly corner of said fractional section, said corner being also a point on the centerline of Pondella Road and the southeasterly corner of the southwest 1/4 of the southwest 1/4 of the southwest 1/4 (SW 1/4 SW 1/4 SW 1/4) of Section 4, Township 44 South, Range 24 East; thence run along the easterly line of said fractional section N 05° 04' 12" W 678.83 feet to the northeasterly corner of said fractional section; thence run along the southerly line of the northeast 1/4 of the southwest 1/4 of the southwest 1/4 (NE 1/4 SW 1/4 SW 1/4) and the northwest 1/4 of the southeast 1/4 of the southwest 1/4 (NW 1/4 SE 1/4 SW 1/4) of said Section 4 S 89° 44' 12" E 1310.84 feet to the southeasterly corner of said fractional section; thence run along the easterly line of said fractional section N 04° 47' 21" W 679.25 feet to the northeasterly corner of said fractional section; thence run along the northerly line of said fractional section N 89° 46' 05" W 657.06 feet to the northwesterly corner of said fractional section; thence run along the easterly line of the southeast 1/4 of the northwest

1/4 of the southwest 1/4 (SE 1/4 NW 1/4 SW 1/4) of said Section 4 N 04° 55' 46" W 653.94 feet to a point on the southerly right-of-way line of Orchid Road (50 feet wide); thence run along said southerly right-of-way line N 89° 47' 58" W 708.85 feet to a point on the westerly right-of-way line of said Orchid Road; thence run along said westerly right-of-way line N 05° 04' 12" W 703.88 feet to a point on the east-west quarter section line of said Section 4; thence continue to run along said westerly right-of-way line N 05° 04' 02" W 559.02 feet to a point of intersection with the southerly right-of-way line of State Road 78 (Pine Island Road) thence run along said southerly right-of-way line S 62° 00' 45" W 660.26 feet to a point of intersection with the westerly line of the northwest 1/4 (NW 1/4) of said Section 4; thence run along the westerly line of said northwest 1/4 (NW 1/4) N 05° 11' 49" W 79.18 feet to a point on the northerly right-of-way line of said State Road 78; thence run along said northerly right-of-way N 62° 00' 45" E 2149.23 feet to a point on the westerly line of the east 1/2 of the east 1/2 of the northwest 1/4 (E 1/2 E 1/2 NW 1/4) of said Section 4; thence run along said westerly line of said fractional section N 04° 48' 31" W 1370.99 feet to the northwesterly corner of said fractional section; thence run along the northerly line of said fractional section N 89° 48' 10" E 666.11 feet to the north quarter corner of said Section 4, thence run along the northerly line of the northeast 1/4 (NE 1/4) of said Section 4 S 89° 59' 43" E 3.37 feet to a point on the easterly right-of-way line of Corbett Road as maintained, said point being also a non-tangent point on a curve; thence run southerly along said easterly right-of-way line on a curve concave to the west having for its elements a central angle of 11° 50' 29", a radius of 1,242.00 feet and a chord bearing and distance S 10° 02' 39" E 256.23 feet and arc distance of 256.69 feet; thence continue to run along said easterly right-of-way line S 04° 07' 24" E 687.23 feet; thence continue to run along said easterly right-of-way line S 14° 08' 29" E 78.18 feet to a point of intersection with the northerly right-of-way of said State Road 78; thence run along said northerly right-of-way line N 62° 00' 40" E 1254.38 feet to a Florida Department of Transportation right-of-way marker; thence run N 27° 59' 20" W 17.00 feet to a Florida Department of Transportation right-of-way marker; thence run N 62° 00' 40" E 650.11 feet to a point on the westerly bank of Yellow Fever Creek; thence run northwesterly along said bank N 51° 33' 07" W 128.10 feet; thence run N 00° 00' 17" E 25.00 feet on a line perpendicular to the northerly line of said Section 4 to a point on said northerly line; thence run along said northerly line S 89° 59' 43" E 290.00 feet to the southeasterly corner of the southwest 1/4 of the southeast 1/4 of the southeast 1/4 (SW 1/4 SE 1/4 SE 1/4) of Section 33, Township 43 South, Range 24 East; thence run along the easterly line of said fractional section N 03° 17' 47" E 664.33 feet to the northeasterly corner of said fractional section; thence run along the northerly line of said fractional section S 89° 59' 22" W 165.47 feet to a point on the easterly line of the west 1/2 of the east 1/2 of the west 1/2 of the east 1/2 of the southeast 1/4 (W 1/2 E 1/2 W 1/2 E 1/2 SE 1/4) of said Section 33, thence run along said easterly line of said fractional section N 03° 15' 23" E 1064.81 feet to an intersection with a line 400.00 feet north of and parallel to the northerly line of the southeast 1/4 of the southeast 1/4 (SE 1/4 SE 1/4) of said Section 33, thence run along said parallel line N 89° 58' 31" E 831.05 feet to a point of intersection with the easterly line of the southeast 1/4 (SE 1/4) of said Section 33; thence run along said easterly line of said fractional section N 03° 27' 20" E 928.61 feet to the east quarter (E 1/4) corner of said Section 33, thence run along the northerly line of said fractional section S 89° 56' 48" W 2002.29 feet to the southeasterly corner of the west 1/2 of the southwest 1/4 of the northeast 1/4 (W 1/2 SW 1/4 NE 1/4) of said Section 33; thence run along the easterly line of said fractional section N 02° 58' 38" E 1279.00 feet to an intersection with the south line of the north 50.00 feet of the west 1/2 of the southwest 1/4 of the northeast 1/4 (W 1/2 SW 1/4 NE 1/4) of said Section 33; thence run S 89° 54' 53" W 670.98 feet to a point 50.00 feet southerly of the northeasterly corner of the southeast 1/4 of the northwest 1/4 (SE 1/4 NW 1/4) of said Section 33; thence run S 89° 54' 43" W 327.24 feet on a line parallel to and 50.00 feet southerly of the northerly line of said fractional section to the approximate centerline of said Yellow Fever Creek; thence run along the centerline of said Yellow Fever Creek N 68° 37' 19" W 136.63 feet to a point on the northerly line of said fractional section; thence run along the northerly line of said fractional section S 89° 54' 43" W 948.45 feet to a point of intersection with the westerly right-of-way line of Corbett Road as maintained, said point being also a non-tangent point on a curve; thence run northerly along said westerly right-of-way line on a curve concave to the west having for its elements a central angle of 02° 33' 48", a radius of 1800.75 feet and a chord bearing and distance N 00° 21' 52" E 80.56 feet an arc distance of 80.56 feet; thence continue to run along said westerly right-of-way line N 00° 55' 02" W 1171.19 feet; thence continue to run along said westerly right-of-way line N 45° 27' 29" W 70.21 feet to a point of intersection with the southerly right-of-way line of Littleton Road; thence run along said southerly right-of-way line S 89° 28' 59" W 1161.53 feet to the northeasterly corner of a parcel of land conveyed to the Lee County Electric Cooperative in Official Record Book 322, at Page

678, Public Records of Lee County, Florida; thence run along the easterly line of said parcel S 00° 04' 18" E 217.00 feet to the southeasterly corner of said parcel; thence run along the southerly line of said parcel S 89° 52' 45" W 230.00 feet to the southwesterly corner of said parcel, being also a point on the westerly line of said Section 33; thence run along the westerly line of said parcel and said Section 33 N 00° 04' 18" W 250.00 feet to the corner common to Sections 28, 29, 32 and 33, Township 43 South, Range 24 East; thence run along the easterly line of said Section 29 N 00° 08' 09" W 2644.34 feet to the east quarter corner of said Section 29, being also the southeasterly corner of the east 1/2 of the southeast 1/4 of the northeast 1/4 (E 1/2 SE 1/4 NE 1/4) of Section 29, thence run along the southerly line of said fractional section S 89° 51' 23" W 640.23 feet to the southwesterly corner of said fractional section; thence run along the westerly line of said fractional section N 01° 20' 06" E 1308.58 feet to the northwesterly corner of said fractional section; thence run along the northerly line of said fractional section N 89° 38' 23" E 607.03 feet to the northeasterly corner of said fractional section; thence run along the easterly line of the northeast 1/4 of the northeast 1/4 (NE 1/4 NE 1/4) of said Section 29 N 00° 07' 09" W 1310.44 feet to the section corner common to the northeast corner of Section 29 and the northwest corner of Section 28; thence run along the section line common to Section 21 and Section 28, Township 43 South, Range 24 East N 88° 35' 49" E 2974.04 feet to the south quarter corner of said Section 21; thence continue along said south line S 89° 50' 03" E 2639.03 feet to the southeast corner of said Section 21, Township 43 South, Range 24 East; thence run along the easterly line of said Section 21 N 00° 01' 09" W 1477.16 feet; thence leaving said easterly section line run northeasterly N 74° 20' 03" E 1201.67 feet to the westerly right-of-way line of Highway U.S. 41; thence run northwesterly along said right-of-way line N 15° 39' 57" W 200.00 feet; thence continue along said right-of-way line N 74° 20' 03" E 32.00 feet and N 15° 39' 57" W 270.00 feet; thence run southwesterly leaving said right-of-way line S 74° 20' 03" W 1102.03 feet to the easterly section line of said Section 21; thence run northerly along the easterly section line of said Section 21 N 00° 01' 09" W 683.87 feet to the easterly quarter corner of said Section 21; thence continue along the easterly line of said Section 21 N 01° 21' 35" E 2242.82 feet; thence run northeasterly through Section 22, Township 43 South, Range 24 East N 74° 24' 02" E 220.03 feet to the westerly right-of-way line of Highway U.S. 41; thence run northwesterly along the said westerly right-of-way line of Highway U.S. 41 along the arc of a curve concave to the southwest having for its elements a central angle of 03° 26' 07", a radius of 5629.58 feet and a chord bearing and distance N 24° 21' 15" W 337.52 feet an arc distance of 337.52 feet; thence continue along said right-of-way line N 26° 04' 18" W 35.44 feet to a point where the north line of said Section 22 intersects said westerly right-of-way line of Highway U.S. 41; thence run westerly along the north line of said Section 22 S 89° 41' 33" W 47.73 feet to the northeast corner of Section 21, Township 43 South, Range 24 East; thence run along the north line of said Section 21 N 89° 56' 18" W 2622.98 feet to the north quarter corner of said Section 21; thence continue along the north line of said Section 21 S 89° 04' 55" W 3058.71 feet to the southeast corner of Section 17, Township 43 South, Range 24 East; thence run along the east line of said Section 17 N 00° 35' 56" E 2688.17 feet to the easterly quarter corner of said Section 17; thence continue along said easterly line N 00° 25' 24" W 2667.70 feet to the northeast corner of said Section 17; thence run along the north line of said Section 17 S 88° 21' 19" W 2349.04 feet to the north quarter corner of said Section 17; thence continue along the north line of said Section 17 N 88° 40' 41" W 2644.88 feet to the northeast corner of Section 18, Township 43 South, Range 24 East (According to Ordinance 24-05); thence run along the east line of Section 7, Township 43 South, Range 24 East (N 02° 32' 18" W 2689.72 feet to the east quarter corner of said Section 7; thence N 02° 03' 33" E 2639.48 feet to the southwest corner of Section 5, Township 43 South, Range 24 East; thence S 89° 40' 24" E 2266.64 feet to the south quarter corner of said Section 5; thence N 89° 52' 14" E 1682.06 feet along the south line of said Section 5; Thence N 00° 07' 46" W 80.00 feet leaving the south line of said Section 5; thence N 26° 03' 58" W 978.56 feet; thence N 89° 52' 14" E 1479.33 feet to an intersection with the west right-of-way line of Highway U.S. 41; thence N 26° 03' 58" W 4224.76 feet along said west right of way line to a point of curvature of a curve concave to the southwest having a radius of 7479.44 feet; thence along said curve to the left a distance of 509.47 feet through a central angle of 03° 54' 10", said curve is subtended by a chord which bears N 28° 01' 03" W a distance of 509.37 feet to the point of tangency; thence N 29° 58' 08" W a distance of 190.24 feet along said west right of way line to an intersection with the north line of said Section 5; thence S 89° 33' 12" W a distance of 73.31 feet to the north quarter corner of said Section 5; thence S 89° 39' 10" W a distance of 2620.15 feet along said north line to the northwest corner of said Section 5, Township 43 South, Range 24 East; thence S 01° 13' 48" W 2695.14 feet along the west line of said Section 5 to the west quarter corner; thence S 01° 12' 25" W 1326.20 feet to the northeast corner of the east one half of the southeast one

quarter of the southeast one quarter of Section 6, Township 43 South, Range 24 East; thence N 88° 38' 47" W 665.50 feet along the north line of said fractional section line to the northwest corner of the east one half of the southeast one quarter of the southeast one quarter of Section 6, Township 43 South, Range 24 East; thence S 01° 12' 20" W 1338.36 feet along the west line of said fractional section line to the southwest corner of the east one half of the southeast one quarter of the southeast one quarter of Section 6, Township 43 South, Range 24 East, and a point on the south line of said Section 6; thence N 89° 41' 37" W 1996.65 feet along said south line of said Section 6 to the south quarter corner; thence N 85° 33' 54" W 2746.91 feet along said south line of said Section 6 to the southwest corner; thence S 00° 47' 36" W 2668.99 feet along the west line of Section 7, Township 43 South, Range 24 East to the west quarter corner of said Section 7; thence S 00° 47' 07" W 2669.11 feet along the west line of said Section 7 to the northwest corner of said Section 18; thence run along the west line of said Section 18 S 00° 20' 44" W 2711.35 feet to the west quarter corner of said Section 18; thence continue along said westerly line of Section 18 S 00° 44' 56" W 2661.05 feet to the northwest corner of Section 19, Township 43 South, Range 24 East; thence run along the westerly line of said Section 19 S 01° 04' 45" W 2690.55 feet to the west quarter corner of said Section 19; thence continue along said west line S 00° 08' 13" E 2652.21 feet to the northeast corner of Section 25, Township 43 South, Range 23 East; thence run along the north line of said Section 25 S 89° 39' 26" W 2647.24 feet to the north quarter corner of said Section 25; thence continue along said north line S 89° 25' 38" W 2658.91 feet to the southeast corner of Section 23, Township 43 South, Range 23 East; thence run along the easterly line of said Section 23 N 00° 26' 31" E 2274.82 feet; thence run through Section 23 S 62° 46' 04" W 4939.09 feet to the north line of Section 26, Township 43 South, Range 23 East; thence run along the north line of said Section 26 N 89° 48' 30" W 940.88 feet to the northwest corner of said Section 26 and the northeast corner of Section 27, Township 43 South, Range 23 East; thence (according to Ordinance 98-07) run along the east line of the southeast quarter of the southeast quarter of Section 22, Township 43 South, Range 23 East N 00° 25' 16" E 1340.90 feet to the northeast corner of said fractional section; thence run N 89° 41' 51" W 1334.68 feet along the north line of said fractional section to the northwest corner of said fractional section; thence (according to Ordinance 26-05) N 89° 41' 44" W 1334.61 feet along the north line of the southwest quarter of the southeast quarter of said Section 22 to the northwest corner of said fractional section; thence N 00° 11' 47" E 1342.33 feet along the east line of the southwest quarter of said Section 22 to the northeast corner of said southwest quarter; thence N 89° 40' 08" W a distance of 2007.41 feet along the north line of said southwest quarter; thence S 00° 01' 21" E 1343.42 feet along a line parallel with the west line of the southwest quarter of said Section 22 to a point on the north line of the southwest quarter of the southwest quarter of said Section 22; thence S 89° 41' 59" E 667.42 feet along the north line of the southwest quarter of the southwest quarter of said Section 22 to the northeast corner of said fractional section; thence S 00° 05' 13" W 1343.05 feet along the east line of said fractional section to the southeast corner of said fractional section, and a point on the south line of said Section 22; thence N 89° 43' 50" W 1332.28 feet along said south line to the southwest corner of said Section 22, Township 43 South, Range 23 East; thence (according to Ordinance 25-05) N 00° 01' 21" W 2687.55 feet along the east line of the southeast quarter of Section 21, Township 43 South, Range 23 East to the northeast corner of said southeast quarter; thence N 00° 01' 32" W 2687.92 feet along the east line of the northeast quarter of said Section 21 to the northeast corner of said Section 21; thence S 89° 41' 37" W 2717.50 feet along the north line of the northeast quarter of said Section 21 to the northwest corner of said fractional section; thence S 89° 42' 10" W 1916.51 feet along said north line of said Section 21; thence S 54° 17' 36" W 118.09 feet leaving said north line of said Section 21; thence S 78° 20' 38" W 301.91 feet; thence S 15° 21' 13" W 262.95 feet; thence S 18° 10' 46" E 451.89 feet; thence S 33° 57' 11" W 319.46 feet; thence S 35° 48' 07" W 468.40 feet; thence N 66° 47' 49" W 42.84 feet to a point on the west line of the northwest quarter of Section 21, Township 43 South, Range 23 East; thence continuing N 66° 47' 49" W 377.85 feet into the northeast quarter of Section 20, Township 43 South, Range 23 East; thence S 18° 49' 16" W 468.74 feet; thence S 08° 13' 52" W 274.82 feet; thence S 04° 42' 08" E 209.62 feet; thence S 89° 37' 02" W 1504.13 feet along the south line of the north 135 acres of the east half of said Section 20 (according to Ordinance 82-08); thence N 14° 07' 22" W 309.02 feet; thence N 04° 51' 51" W 328.57 feet; thence N 30° 46' 26" E 373.82 feet; thence N 47° 37' 42" E 418.12 feet; thence N 52° 52' 36" E 419.74 feet; thence N 29° 30' 00" E 428.71 feet; thence N 49° 17' 46" W 233.40 feet; thence N 15° 46' 07" W 212.80 feet to a point on the north line of Section 20, Township 43 South, Range 23 East; thence continuing N 15° 46' 07" W 89.89 feet into Section 17, Township 43 South, Range 23 East; thence N 55° 38' 13" E 549.53 feet; thence N 42° 55' 12" E 375.71 feet; thence N 13° 01' 14" W 493.30 feet; thence N 63° 35' 28" E 412.89

feet; thence S 82° 04' 31" E 408.21 feet to a point on the east line of said Section 17; thence N 00° 53' 51" E 1425.75 feet along said east line to the east quarter corner of said Section 17; thence N 00° 54' 06" E 2697.18 feet along said east line to the northeast corner of said Section 17; thence S 88° 35' 09" W 2674.19 feet along the north line of the northeast quarter of said Section 17 to the north quarter corner of said Section 17; thence S 00° 47' 41" W 5345.30 feet along the west line of the east half of said Section 17 to the south quarter corner of said Section 17; thence S 89° 37' 06" W 2663.07 feet along the south line of the southwest quarter of said Section 17 to the southeast corner of Section 18, Township 43 South, Range 23 East; thence run along the easterly line of said Section 18 N 00° 18' 15" E 2648.42 feet to the east quarter corner of Section 18; thence continue along said east line N 00° 18' 16" E 2648.42 feet to the southeast corner of Section 7, Township 43 South, Range 23 East; thence run along the easterly line of said Section 7 N 01° 57' 06" E 2827.30 feet to the east quarter corner of said Section 7; thence continue along said east line of Section 7 N 01° 57' 06" E 2827.30 feet to the northeast corner of Section 7; thence (according to Ordinance 71-83) run along the easterly line of Section 6, Township 43 South, Range 23 East N 00° 41' 35" E 830.69 feet; thence run S 88° 22' 20" W 5302.18 feet to a point common to said Section 6, Township 43 South, Range 23 East and Section 1, Township 43 South, Range 22 East; thence run N 89° 35' 23" W 2733.91 feet more or less to the shoreline of Charlotte Harbor; thence run along the shore line of said Charlotte Harbor the following courses and distances: S 18° 00' 34" W 894.01 feet, S 13° 28' 18" W 1135.63 feet, S 05° 47' 14" W 908.22 feet, S 03° 53' 52" W 1197.51 feet, S 66° 19' 18" W 200.00 feet, S 16° 11' 40" W 1787.75 feet, S 17° 40' 32" W 4457.28 feet and S 33° 22' 03" W 1924.16 feet to a point near the north line of Section 23, Township 43 South, Range 22 East; thence continue along said shore line S 30° 50' 38" W 3276.08 feet, S 19° 52' 56" W 2623.35 feet, S 10° 10' 52" W 1577.19 feet, S 02° 08' 07" W 2698.19 feet; thence continue S 19° 40' 48" W 2124.71 feet crossing what would be the extension of the section line between Sections 26 and 35, Township 43 South, Range 22 East; thence continue along said shore line S 07° 29' 59" E 1864.60 feet, S 29° 48' 07" W 2384.34 feet; thence continue along said shore line S 12° 06' 44" W 737.70 feet crossing the extension westerly of the township line between Township 43 South, Range 22 East and Township 44 South, Range 22 East; thence continue along said shore line the following courses and distances: S 04° 05' 57" W 1525.02 feet, S 21° 32' 31" W 1337.22 feet, S 00° 24' 49" E 1740.33 feet, S 13° 12' 58" E 1353.91 feet, S 33° 07' 01" E 2424.76 feet, S 51° 56' 04" E 2427.21 feet, S 12° 24' 44" W 1036.04 feet, S 49° 20' 49" E 1750.88 feet, S 62° 25' 52" E 2536.69 feet, S 01° 55' 58" W 1221.26 feet, S 53° 32' 24" E 1650.19 feet and S 80° 00' 11" E 213.96 feet to the northwest corner of Matlacha Shores (Plat Book 10, Page 29 of the Lee County Public Records); thence run along the boundary of said Matlacha Shores and Matlacha Isles the following courses and distances: S 89° 17' 45" E 595.00 feet, S 09° 33' 45" E 662.10 feet, S 89° 17' 45" E 708.50 feet to the northwest corner of Matlacha Isles; thence continue S 89° 17' 45" E 24.76 feet, N 63° 04' 15" E 1089.98 feet to a point of curve; thence run along the arc of a curve to the right having a radius of 1239.93 feet and a chord bearing and distance N 74° 01' 00" E 470.87 feet to a point not tangent to said curve; thence run N 00° 01' 25" W 178.21 feet, N 89° 58' 35" E 214.76 feet to the range line lying between Section 13 of Township 44 South, Range 22 East and Section 18, Township 44 South, Range 23 East; thence run through said Section 18 along the arc of a curve to the right having a radius of 148.03 feet and a chord bearing and distance S 42° 56' 17.5" E 216.83 feet to a point of reverse curve; thence run along the arc of a curve to the left having a radius of 265.56 feet and a chord bearing and distance of S 33° 51' 09" E 327.05 feet to a point of tangency; thence continue S 71° 51' 08" E 817.78 feet, N 00° 14' 24" E 1110.44 feet, S 89° 45' 36" E 1370.00 feet, S 00° 14' 24" W 105.00 feet, S 89° 45' 36" E 55.00 feet, S 00° 14' 24" W 1523.09 feet to a non-tangent point of curve; thence run along the arc of a curve to the left having a radius of 1104.43 feet and a chord bearing and distance S 79° 59' 50" E 10.14 feet to a point on said curve; thence run S 00° 14' 24" W 65.19 feet to the south quarter corner of Section 18, Township 44 South, Range 23 East; thence run along the southerly line of said Section 18, Township 44 South, Range 23 East S 89° 50' 18" E 2642.45 feet to the southwest corner of Section 17, Township 44 South, Range 23 East; thence run along the south line of said Section 17 S 89° 38' 02" E 5393.24 feet to the southwest corner of Section 16, Township 44 South, Range 23 East (said point being the Point of Commencement for Ordinance 99-02); thence run along the south line of said Section 16 N 87° 41' 52" E 2004.48 feet to the northeast corner of the west half of the northeast quarter of the northwest quarter (W 1/2 NE 1/4 NW 1/4) of Section 21, Township 44 South, Range 23 East; thence run along the easterly line of the west half of the northeast quarter of the northwest quarter (W 1/2 NE 1/4 NW 1/4) of Section 21 S 00° 29' 17" E 1339.31 feet to the southeast corner of said fractional section; thence run along the southerly line of said fractional section S 87° 41' 33" W 664.19 feet to the southwest corner of said fractional section; thence

run along the westerly line of the southeast 1/4 of the northwest 1/4 (SE 1/4 NW 1/4) of said Section 21 S 00° 35' 35" E 1379.68 feet to the northeast corner of the north 1/2 of the north 1/2 of the northwest 1/4 of the southwest 1/4 (N 1/2 N 1/2 NW 1/4 SW 1/4) of said Section 21; thence run along the easterly line of said fractional section S 00° 35' 35" E 338.64 feet to the southeast corner of said fractional section; thence run along the southerly line of said fractional section S 89° 23' 58" W 693.70 feet to the southeast corner of the north 1/2 of the northwest 1/4 of the northwest 1/4 of the southwest 1/4 (N 1/2 NW 1/4 NW 1/4 SW 1/4) of section 21; thence (according to Ordinance 50-90) run along the east line of said fractional section N 01° 24' 32" W 333.33 feet; thence run along the north line of said fractional section S 89° 22' 44" W 676.10 feet to the northwest corner of the southwest 1/4 of section 21; thence run along the west line of the southwest 1/4 of section 21 S 01° 47' 17" E 1330.29 feet to the northeast corner of the south 1/2 of the southeast 1/4 (S 1/2 SE 1/4) of Section 20, Township 44 South, Range 23 East; thence (according to Ordinance 51-88) run along the northerly line of said fractional section S 89° 46' 18" W 1327.07 feet to the southeast corner of the northwest 1/4 of the southeast 1/4 (NW 1/4 SE 1/4) of said Section 20; thence run along the easterly line of said fractional section N 02° 11' 08" W 1330.06 feet to the southeast corner of the southwest 1/4 of the northeast 1/4 (SW 1/4 NE 1/4) of said Section 20; thence run along the easterly line of said fractional section N 01° 12' 00" W 1339.18 feet to a point on the southerly line of a parcel described in Ordinance No. 51-88 as "the north half (N 1/2) of the northeast quarter (NE 1/4) less the easterly 880 feet, and less the northerly 33 feet for road right-of-way, in Section 20, Township 44 South, Range 23 East, Lee County, Florida"; thence run along the southerly line of said parcel N 89° 42' 24" E 453.87 feet to the southeast corner of said parcel; thence run along the easterly line of said parcel N 00° 34' 09" W 1306.81 feet to the northeast corner of said parcel; being also a point on the southerly right-of-way line of State Road 78 (Pine Island Road); thence run along the northerly line of said parcel and the said southerly right-of-way line S 89° 38' 02" W 1816.24 feet to the northwest corner of said parcel; thence run along the westerly line of the northeast 1/4 (NE 1/4) of said Section 20, being also the easterly line of Royal Tee Subdivision as recorded in Plat Book 37, at pages 1 through 19, Public Records of Lee County, Florida, S 01° 50' 00" E 2675.18 feet to the southwest corner of said fractional section; thence run along the westerly line of the north 1/2 of the northwest 1/4 of the southeast 1/4 (N 1/2 NW 1/4 SE 1/4) of said Section 20, being also the easterly line of said Royal Tee Subdivision S 01° 50' 45" E 665.24 feet to the northwest corner of the south 1/2 of the northwest 1/4 of the southeast 1/4 (S 1/2 NW 1/4 SE 1/4) of said Section 20; thence run along the northerly line of said fractional section N 89° 47' 10" E 30.00 feet to a point of intersection with a line 30.00 feet east of and parallel to the westerly line of said fractional section; thence run along said parallel line S 01° 50' 45" E 665.24 feet to a point of intersection with the northerly line of the south 1/2 of the southeast 1/4 (S 1/2 SE 1/4) of said Section 20; thence run along the northerly line of said fractional section S 89° 46' 18" W 30.00 feet to the northwest corner of said fractional section, being also a point on the easterly line of said Royal Tee Subdivision; thence run along the westerly line of said fractional section and the easterly line of said Royal Tee Subdivision S 01° 50' 45" E 1330.47 feet to the southwest corner of said fractional section; thence run westerly along the section line between the southwest 1/4 (SW 1/4) of said Section 20 and the northwest 1/4 (NW 1/4) of Section 29, Township 44 South, Range 23 East and along the section line between Sections 19 and 30, Township 44 South, Range 23 East a distance of 7,485.65 feet to the shore line of Matlacha Pass and the Point of Beginning of the herein described territorial limits. Bearings used herein are the same as the bearing system used for the applicable Public Records of Lee County, Florida.

Ordinance 99-2002: A parcel of land situated in the NE1/4 of the NE1/4, Section 20, and the NW1/4 of Section 21 all within Township 44 South, Range 23 East, Lee County, Florida, and being more particularly described as follows:

Commencing at the corner common to Sections 16, 17, 20, and 21, Township 44 South, Range 23 East; Thence S 00° 11' 36" W a distance of 33.00 feet along the Section line common to said Sections 20 and 21 to a point on the South right of way line of Pine Island Road and the point of beginning; Thence continuing S 00° 11' 36" W a distance of 7.04 feet to a point on the South right of way line of Pine Island Road; Thence N 87° 44' 40" E a distance of 1466.78 feet to a point on the South right of way line of Pine Island Road; Thence S 00° 12' 53" a distance of 1311.18 feet to a point on the South line of the North one half of the Northwest one quarter (N1/2NW1/4) of said section 21; Thence S 88° 09' 29" W a distance of 1475.72 feet along the last described line to the Southwest corner of the Northwest one quarter of the Northwest one quarter (NW1/4NW1/4), of said section 21; Thence N 89° 28' 53" W a distance of 880.01 feet along the South line of the North one half of the Northeast one quarter (N1/2NE1/4), of said section

20; Thence N 00° 11' 36" E a distance of 1306.31 feet to an intersection with the South right of way line of Pine Island Road; Thence S 89° 35' 09" E a distance of 880.01 feet along the last described line to the point of beginning, said parcel containing 70.4895 Acres, more or less.

INCLUDING THERETO THE FOLLOWING NON-CONTIGUOUS ANNEXED PARCELS:

N.C.T. 1.: Ordinance No. 1-88; the west 1/2 of the east 1/2 of the northeast 1/4 of the northeast 1/4 (W 1/2 E 1/2 NE 1/4 NE 1/4) of Section 19, Township 44 South, Range 23 East, Lee County, Florida, less the north thirty-three (33) feet for right-of-way of Pine Island Road.

N.C.T. 2.: Ordinance No. 72-88; Lot 18 of tract 2, of a recorded map, being the west 1/2 of the east 1/2 of the east 1/2 of the northeast 1/4 of the northeast 1/4 (W 1/2 E 1/2 E 1/2 NE 1/4 NE 1/4) of Section 19, Township 44 South, Range 23 East, described as follows: Beginning at the point marked by concrete monument marked 18 A 49 at south line of right-of-way of State Highway No. 78 and running southerly 1294.3 feet, thence running easterly 164 feet, thence running northerly 1295 feet to south line of right-of-way of Highway 78, thence westerly along said right-of-way line 165 feet to Point of Beginning. Said parcel contains 5 acres, more or less.

N.C.T. 3.: Ordinance No. 73-88; the east 1/2 of the east 1/2 of the west 1/2 of the northwest 1/4 of the northwest 1/4 (E 1/2 E 1/2 W 1/2 NW 1/4 NW 1/4) of Section 20, Township 44 South, Range 23 East, Lee County, Florida. Less road right-of-way for Pine Island Road (State Road 78) across the north 33.00 feet thereof.

N.C.T. 4.: Ordinance No. 09-04; A tract or parcel of land situated in the State of Florida, County of Lee, lying in Section 3 and 4, Township 44 South, Range 24 East, being further bounded and described as follows:

Lot 22, less the south 20.00 feet, Lot 27 and Lot, 33A, Mariana Park Third Addition, as recorded in Plat Book 12, at Page 61, of the Public Records Lee County, Florida.

And

Beginning at the southwest corner of the northwest quarter of said Section 3, also being the southeast corner of the northeast quarter of said Section 4; thence S 89° 58' 48" W Along the south line of said northeast quarter of Section 4, for 1313.24 feet to the easterly right-of-way line of Barrett Road, being the west line of the southeast quarter of said northeast quarter; thence N 04° 33' 11" W, along said right-of-way line and said west line, for 2132.73 feet to the southerly right-of-way line of Pine Island Road (State Road 78); thence N 61° 59' 54" E, along said southerly right of way line, for 593.71 feet to the point of curvature of a curve to the right, having a radius of 1879.27 feet, a central angle of 26° 15' 18", a chord bearing of N 75° 07' 33" E, and a chord length of 853.64 feet; thence along said southerly right of way line and the arc of said curve for an arc length of 861.15 feet to the end of said curve; thence N 01° 45' 25" W, along said right of way line for 31.67 feet to the beginning of a non-tangent curve to the right, having a radius of 2814.79 feet, a central angle of 01° 52' 49", a chord bearing of N 89° 05' 53" E And a chord length of 92.38 feet; thence along said right of way line and the arc of said curve for an arc length of 92.38 feet to the point of tangency of said curve; thence S 89° 57' 42" E Along said right of way line, for 1171.62 feet; thence S 05° 18' 56" E, along the westerly boundary of Mariana Park Third Addition, a subdivision, as recorded in Plat Book 12, Page 61, Lee County Public Records, for 2680.75 feet to the common corner of Lot 33A and Lot 33, said Mariana Park Third Addition; thence S 03° 21' 52" E, along the westerly boundary of said Lot, 33A for 50.12 feet to the southwest corner of said Lot 33A; thence S 89° 26' 21" E Along the south line of said Lot 33A and an easterly prolongation thereof (said prolongation being the southerly right-of-way line of Evergreen Road); for 351.72 feet to an intersection with a line lying 25.00 feet westerly of (as measured on a perpendicular) the west line of Lot 34, said Mariana Park Third Addition; thence S 03° 22' 16" E, along said parallel line, for 300.24 feet to an intersection with a westerly prolongation of the south line of said Lot 34; thence S 89° 25' 56" E Along said westerly prolongation and the south line of Lots 35 through 38, said Mariana Park Third Addition, for 753.16 feet to the west right-of-way line of Brown Road, being a 50 foot wide county road as described in Deed Book 273 at Page 447, said Public Records; thence S 02° 19' 16" E, along said west right-of-way line for 325.39 feet to an

intersection with a line lying 25.00 feet northerly of (as measured on a perpendicular) the north line of Judd Park, as described in Deed Book 302, Page 181, said Public Records; thence N 89° 33' 46" W, along said parallel line, for 370.00 feet to an intersection with a northerly prolongation of the west line of said Judd Park; thence south along said northerly prolongation and said west line, to the centerline of the waters of Hancock Creek; thence westerly, northwesterly and northerly along the said centerline to an intersection with north line of the southwest quarter of said Section 3; thence N 89° 26' 21" W Along said north line for 360 feet, more or less, to the Point of Beginning.

Bearings are based on the south line of the southwest quarter of Section 4, Township 44 South, Range 24 East, Lee County, Florida, as bearing S 89° 58' 48" W

And:

Ordinance 130-2004 as Amended by Ordinance 41-05 adopted 4/4/05

A tract or parcel of land lying in the southeast one-quarter of Section 5, Township 44 South, Range 24 East, Lee county, Florida; being more particularly described as follows:

Commence at the southeast corner of said Section 5; Thence N 05° 13' 33" W along the east line of Section 5, Township 44 South, Range 24 East for 40.21 feet to the northerly right-of-way line of Pondella Road; Thence along said right of way line, N 89° 24' 47" W for 719.98 feet; Thence N 00° 33' 19" E for 28.71 feet to The Point of Beginning of the hereinafter described tract of land:

Said Point of Beginning being the point of curvature of a non-tangent curve concave southerly having: a radius of 8,064.50 feet, a central angle of 04° 03' 44", a radial bearing and distance of S 04° 38' 56" W, 8,064.50 feet, and a chord bearing and distance of N 87° 22' 56" W, 571.64 feet; Thence along the arc of said curve, and along the northerly right of way line of Pondella Road the following courses and distances; a distance of 571.76 feet to the point of tangency of said curve; Thence N 89° 24' 47" W a distance of 144.71 feet; Thence S 00° 35' 13" W a distance of 14.20 feet; Thence N 89° 24' 47" W a distance of 240.00 feet; Thence N 00° 35' 13" E a distance of 14.20 feet; Thence N 89° 24' 47" W a distance of 480.00 feet; Thence, leaving the aforesaid right of way line, N 00° 35' 13" E a distance of 1,261.20 feet; Thence S 89° 24' 47" E a distance of 716.62 feet; Thence N 00° 35' 13" E a distance of 907.40 feet to the southerly right of way line of Pine Island Road (S.R. 78), said point being the point of curvature of a non-tangent curve concave southerly having a radius of 11,497.00 feet, and a central angle of 00° 16' 26", a radial bearing and distance of S 22° 00' 45" E, 11,497.00 feet, and a chord bearing and distance of N 68° 07' 28" E 54.98 feet; Thence along the arc of said curve a distance of 54.98 feet to the point of reverse curvature of a curve concave northerly having: a radius of 11,703.00 feet, and a central angle of 01° 39' 57", a radial bearing and distance of N 21° 44' 19" W, 11,703.00 feet, a chord bearing and distance of N 67° 25' 43" E, 340.22 feet; Thence along the arc of said curve a distance of 340.23 feet, Thence leaving said right of way line S 00° 35' 13" W a distance of 1,062.21 feet; Thence S 89° 24' 47" E a distance of 355.76 feet; Thence S 00° 35' 13" W a distance of 1,281.45 feet to the Point of Beginning.

Parcel contains 49.95 Acres more or less.

And:

Ordinance 47-19 ; A Parcel of land situated in the state of Florida, County of Lee, lying in Section 4, Township 44 South, Range 24 East, being that part of the northeast quarter (NE 1/4) of the southwest quarter (SW) of the northwest quarter lying south and east of Pine Island Road, and that part of the southeast quarter of the southwest quarter of the northwest quarter lying south and east of Pine Island Road, all lying and being in Section 4, Township 44 South, Range 24 East, Lee County, Florida, Less and Except that portion thereof described in Order of Taking recorded in Official Records Book 2360, Pages 162 through 164, of the Public Records of Lee County, Florida.

NOTE: N.C.T.: Non-contiguous tract within City limits.

EXCEPTING THEREFROM THOSE PARCELS OF LAND ELIMINATED FROM THE INTERIOR TERRITORIAL PORTION OF THE CITY OF CAPE CORAL BY VARIOUS COURT ORDERS, AS FOLLOWS:

- A. A parcel of land located in Section 17, Township 44 South, Range 23 East, described as: the east half of the east half of the east half of the southeast quarter of the southeast quarter (E 1/2 E 1/2 E 1/2 SE 1/4 SE 1/4) of Lot 1, T.M. Stevens unrecorded tracts according to a plat on file with the Tax Assessor of Lee County, Florida, in Section 17, Township 44 South, Range 23 East, as described in Parcel 110, Lee County Case No. 71-1137. (Assumed to be E 1/2 E 1/2 E 1/2 SE 1/4 SE 1/4 Section 17).
- B. Two contiguous parcels of land located in Section 17, Township 44 South, Range 23 East, described as: the east half of the west half of the west half of the southeast quarter of the southwest quarter (E 1/2 W 1/2 W 1/2 SE 1/4 SW 1/4), and the west half of the west half of the west half of the southeast quarter of the southwest quarter (W 1/2 W 1/2 W 1/2 SE 1/4 SW 1/4) of said Section 17, Township 44 South, Range 23 East, as parcels of Greater Pine Island Water Company.
- C. A parcel of land located in Section 16, Township 44 South, Range 23 East, described as: the west half of the east half of the west half of the southeast quarter of the southwest quarter (W 1/2 E 1/2 W 1/2 SE 1/4 SW 1/4) of said Section 16, as described in Parcel 51, Lee County Case No. 71-1137.
- D. A parcel of land located in Section 15, Township 44 South, Range 23 East, described as: Beginning at intersection of centerline of Pine Island Road and East line of Section 15, Township 44 South, Range 23 East; thence north 583 365/1000 (assumed to be 583.365) feet; west 330 feet; south to centerline of road; thence northeasterly to the Point of Beginning, as described in parcel 119, Lee County Case No. 71-1137.
- E. Five contiguous parcels of land located in Section 10, Township 44 South, Range 23 East, described as:
 - 1. Begin 1514.07 feet North and 143 feet West of the Southeast corner of Section 10, Township 44 South, Range 23 East; thence south 168.23 feet; thence West 100 feet; thence North 168.23 feet; thence East 100 feet to the Point of Beginning as described in Parcel 113, Lee County Case No. 71-1137.
 - 2. From the Southeast corner of Section 10, Township 44 South, Range 23 East, run North 1514.07 feet to the Centerline Proposed Subdivision road; thence west along centerline 543 feet to Point of Beginning; thence South 168.25 feet; thence west 100 feet; thence north 168.23 feet; thence east 100 feet to the Point of Beginning; less 25 foot easement on north for road right-of-way and 20 feet on south for drainage easement as described in Parcel 114, Lee County Case No. 71-1137.
 - 3. Begin 1514.07 foot north and 243 feet west of southeast corner of Section 10, Township 44 South, Range 23 East; thence south 168.23 feet; thence west 100 feet; thence north 168.23 feet; thence east 100 feet to the Point of Beginning as described in Parcel 115, Lee County Case No. 71-1137.
 - 4. Begin 1514.07 feet north and 343 feet west of the southeast corner of Section 10, Township 44 South, Range 23 East; thence south 168.23 feet; thence west 100 feet; thence north 168.23 feet; thence east 100 feet to the Point of Beginning as described in Parcel 116, Lee County Case No. 71-1137.
 - 5. Begin 1514.07 feet north and 443 feet west of southeast corner of Section 10, Township 44 South, Range 23 East; thence south 168.23 feet; thence west 100 feet; thence north 168.23 feet; thence east 100 feet to the Point of Beginning as described in Parcel 117, Lee County Case No. 71-1137.

NOTE: Above five parcels known as Whispering Pines.

- F. Two contiguous parcels of land located in Section 19, Township 43 South, Range 23 East, described as:

1. The east half of the southeast quarter of the northwest quarter of the southwest quarter; and the west half of the southwest quarter of the northeast quarter of the southwest 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 quarter of the northeast quarter of the southwest quarter; and the west half of the southeast quarter of the northeast quarter of the southwest quarter of Section 19, Township 43 South, Range 23 East as described in Parcel "D", Lee County Case No. 71-251.
- G. Two contiguous parcels of land located in Section 8, Township 44 South, Range 24 East, described as:
1. A parcel of land in Lee County, in Section 8, Township 44 South, Range 24 East, more particularly described as follows: Begin 40 feet South of the North/East corner of Section 8; thence West 1380 feet along the south right of way line of Pondella Road to the point of beginning; thence continue West 240 feet; thence South 1333.4 feet; thence East 240 feet; thence North to the point of beginning as described in parcel 10, Lee County Case No. 71-1137, Less and excepting from exclusion: The south 370.52 feet of said Parcel 10, voluntarily annexed into the incorporated City of Cape Coral Territorial Limits by Ordinance 20-96, on April 22, 1996. 2. A parcel of land in Lee County, in Section 8, Township 44 South, Range 24 East, more particularly described as follows: Commence 40 feet South of the North/East corner of Section 8; thence run Westerly along the South line of Pondella Road for 1620 feet to the point of beginning; thence continue Westerly along said right-of-way line 180 feet; thence South 1333.4 feet; thence East 180 feet; thence run North to the Point of Beginning as described in parcel 11, Lee County Case No. 71-1137, Less and excepting from exclusion: The south 370.52 feet of said Parcel 11, voluntarily annexed into the incorporated City of Cape Coral Territorial Limits by Ordinance 20-96, on April 22, 1996.
- H. A parcel of land located in Section 8, Township 44 South, Range 24 East, described as the east 1080 feet of the north 1/4 (N 1/4) of Section 8, Township 44 South, Range 24 East.

NOTE: The above described east 1080 feet of the North 1/4 (N 1/4) of Section 8, Township 44 South, Range 24 East includes within its limits the following individually and otherwise or elsewhere described excluded parcels:

1. Beginning 40 feet South and 690 feet West of the Northeast corner of Section 8, Township 44 South, Range 24 East; thence run west for 390 feet; thence South for 1317.5 feet; thence East for 390 feet; thence North for 1306.8 feet to the point of beginning as described in parcel "E", Lee County Case No. 71-251. 2. Forty-two lots located within Pondella Heights according to a plat recorded in Official Records Book 11, Page 52 and Official Records Book 12, Page 25, Public Records of Lee County, Florida, as described in Parcels No. 3, 13, 14, 23, 24, 25, 26, 27, 28, 29, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 53, 54, 55, 56, 57, 61, 62, 67, 68, 70, 72, 74, 75, 76, 77, 78, 87, 90, 91, 92, 99, and 128, Lee County Case No. 71-1137.

Less and excepting from exclusion:

Ordinance 119-03: A tract or parcel of land situated in the State of Florida, County of Lee, lying in Section 8, Township 44 South, Range 24 East, being a part of the parcels as described in Official Records Book 1993, Page 142, and Official Records Book 1120, Page 1059, Lee County Public Records and being further bounded and described as follows:

Commencing at the northeast corner of said Section 8; thence S 00° 36' 42" E, along the east line of said section for 40.00 feet to the south right-of-way line of Pondella Road; thence continue S 00° 36' 42" E, along said east line and along the west line of Cape Coral, Unit 17, Plat Book 14, Page 38, said public records, for 935.00 feet to the southeast corner of the parcel as described in Official Records Book 2651, Page 123, and to the Point of Beginning; thence continue S 00° 36' 42" E, along said east line of Section 8 and said west line of Cape Coral, Unit 17 for 351.69 feet; thence S 88° 10' 13" W, along the south line of said parcel as described in Official Records Book 1993, Page 142, and the north line of said Cape Coral, Unit 17, for 690.16 feet, to the southwest corner of said parcel; thence continue S 88° 10' 13" W, along said north line and the south line of said parcel as described in Official Records Book 1120, Page 1059 for 43.55 feet; thence N 23° 47' 04" E, for 524.55 feet to the southwesterly corner of Lot 18, Block 1, Pondella Heights Unit 2, Plat Book 12, Page 25, said public records; thence S 62° 14' 14" E, along the

southerly line of said Block 1, Pondella Heights Unit 2, for 280.18 feet; thence S 80° 29' 28"E, along said southerly line for 6.45 feet; thence S 00° 36' 42" E, along the west line of Lot 14, Block 2, Pondella Heights Unit 1, Plat Book 11, Page 52, said public records for 45.52 feet; thence N 89° 31' 21" E, along the south line of said Lot 14 for 132.00 feet; thence N 00° 36' 42" W, along the east line of said Lot 14 for 37.05 feet; thence N 60° 27' 16" E, along the southerly line of Lot 13, said Block 1, Pondella Heights Unit 2 for 68.45 feet; thence N 89° 48' 31" E, along the south line of said parcel as described in Official Records Book 2651, Page 123 for 72.01 feet to the Point of Beginning. Parcel contains 236, 408 square feet or 5.43 acres, more or less.

And:

Ordinance 30-20 ; Parcel of land in Section 8, Township 44 South, Range 24 East, Lee more particularly described as follows:

Commencing at the northeast corner of said Section 8; thence S 0°08'18" W along the east line of said Section 8, a distance of 40.00 feet to an intersection with the original southerly right-of-way line of Pondella Road, said original right-of-way line lying 40.00 feet south of (as measured at right angles) and parallel to the northerly boundary line of said Section 8; thence N 89°25'03" W along said southerly right-of-way line, a distance of 685.00 feet; to the northeast corner of that certain parcel of land taken for additional right-of-way for Pondella Road as described in Official Record Book 3708, Page 1431, Public Records of Lee County, Florida; thence S 0°08'35" W, a distance of 13.45 feet to the Point-of-Beginning of this description; thence continuing S 0°05'35" W, along the westerly right-of-way line of Westwood Drive, as shown on Plat of Pondella Heights - Unit Two, recorded in Plat Book 12, Page 25. Public Records of Lee County, Florida, a distance of 673.68 feet; thence N 89°52'05" W, along the southerly line of that certain parcel of land as described in Official Records Book 3811, Page 846, Public Records of Lee County, Florida, a distance of 395.03 feet; thence N 0°05'49" E along the westerly boundary line of said parcel recorded in Official Records Book 3811 , Page 846, and also along the westerly boundary line of that certain parcel of land as described In Official Records Book 1398, Page 901, Public Records of Lee County, Florida, a total distance of 690.23 feet to an Intersection with the present southerly right-of-way line of said Pondella Road; thence S 89°25'06" E, along said present southerly right of way line, a distance of 183.88 feet to the beginning of a curve to the right; thence along an arc of said curve, having a radius of 7945.50 feet, a central angle of 01°31'35", and whose long chord bears S 85°46'19" E for a distance of 211.65 feet, arc distance being 211 .65 feet to the said Point-of-Beginning of this description.

Exclusions Continued:

M. Certain described parcels of land all located in Section 5, Township 44 South, Range 24 East, and within the boundary of Del Pine Manor, according to an unrecorded plat on file with the Tax Assessor of Lee County, Florida, described as:

1. Lot 1, Block A, as described in Parcel 108, Lee County Case No. 71-1137.
2. Lots 4 and 5, Block A, as described in Parcel 12, Lee County Case No. 71-1137.
3. Lots 10 and 11, Block A, as described in Parcel 21, Lee County Case No. 71-1137.
4. Lot 14, Block A, as described in Parcel 1, Lee County Case No. 71-1137.
5. Lot 1, Block B, as described in Parcel 60, Lee County Case No. 71-1137.
6. Lot 5, Block B, as described in Parcel 8, Lee County Case No. 71-1137.
7. Lots 8 and 9, Block B, as described in Parcel 50, Lee County Case No. 71-1137.
8. Lot 10 and the south 12.5 feet of Lot 11, Block B, as described in Parcel 64, Lee County Case No. 71-1137.
9. Lot 20, Block B, as described in Parcel 86, Lee County Case No. 71-1137.
10. Lot 22, Block B, as described in Parcel 59, Lee County Case No. 71-1137.
11. Lot 23, Block B, as described in Parcel 58, Lee County Case No. 71-1137.

12. Lots 24 and 25, Block B, as described in Parcel 39, Lee County Case No. 71-1137.
13. Lots 28 and 29, Block B, according to Lee County Property Appraiser records. (Ordinance 72-07, Ordinance 75-06, Ordinance 76-06)

And Less and Excepting from the above previous "exclusions" (parcels to be included within the City Limits):

Ordinance 23-14 (adopted 09/08/2014)

Parcels of land being Lots 5, 8, and 9, Block B, and Lot 4 and a portion of Lot 1, Block A, all of an Unrecorded Subdivision known as Del Pine Manor, all as more particularly described herein;

Lot 5, Block B, Del Pine Manor unrecorded (unrecorded Book 1, Page 78) being more particularly described as follows:

Commencing at the Southwest corner of Tract "A", Block 8067 of East Cape Commerce Center as recorded in Instrument #2007000375280 of the Public Records of Lee County, Florida, said point also being on the Northerly Right of Way line of Pondella Road as shown on that Right of Way Map prepared by Ink Engineering dated 02/20/91 (County Project #4656); Thence along said Northerly line running N 89°24'47" W for 210.00 feet to an intersection with the Westerly line of Hibiscus Drive (60' wide Right-of-Way); Thence run along said line N 00°35'13" E for 332.00 feet to the Point of Beginning. From said Point of Beginning, run N 89°24'47" W for 150.00 feet; Thence run N 00°35'13" E for 75.00 feet; Thence run S 89°24'47" E for 150.00 feet to an intersection with the Westerly line of Hibiscus Drive (60' wide Right-of-Way); thence along said Westerly line S 00°35'13" W for 75.00 feet to the Point of Beginning.

Bearings based upon the Northerly Right-of-Way line of Pondella Road as being N 89°24'47" E.

Lot 8, Block B, Del Pine Manor unrecorded (unrecorded Book 1, Page 78) being more particularly described as follows:

Commencing at the Southwest corner of Tract "A", Block 8067 of East Cape Commerce Center as recorded in Instrument #2007000375280 of the Public Records of Lee County, Florida, said point also being on the Northerly Right of Way line of Pondella Road as shown on that Right of Way Map prepared by Ink Engineering dated 02/20/91 (County Project # 4656); Thence along said Northerly line running N 89°24'47" W for 210.00 feet to an intersection with the Westerly line of Hibiscus Drive (60' wide right-of-way); Thence run along said line N 00°35'13" E for 557.00 feet to the Point of Beginning. From said Point of Beginning, run N 89°24'47" W for 150.00 feet; Thence run N 00°35'13" E for 75.00 feet; Thence run S 89°24'47" E for 150.00 feet to an intersection with the Westerly line of Hibiscus Drive (60' wide Right-of-Way); Thence along said Westerly line S 00°35'13" W for 75.00 feet to the Point of Beginning.

Bearings based upon the Northerly Right-of-Way line of Pondella Road as being N 89°24'47" E.

Lot 9, Block B, Del Pine Manor unrecorded (unrecorded Book 1, Page 78) being more particularly described as follows:

Commencing at the Southwest Corner of Tract "A", Block 8067 of East Cape Commerce Center as recorded in Instrument #2007000375280 of the Public Records of Lee County, Florida, said point also being on the Northerly Right of Way line of Pondella Road as shown on that Right of Way Map prepared by Ink Engineering dated 02/20/91 (County Project #4656); Thence along said Northerly line running N 89°24'47" W for 210.00 feet to an intersection with the Westerly line of Hibiscus Drive (60' wide Right-of-Way); Thence run along said line N 00°35'13" E for 632.00 feet to the Point of Beginning.

From said Point of Beginning, run N 89°24'47" W for 150.00 feet; Thence run N 00°35'13" E for 75.00 feet; thence run S 89°24'47" E for 150.00 feet to an intersection with the Westerly line of Hibiscus Drive (60' wide Right-of-Way); thence along said Westerly line S 00°35'13" W for 75.00 feet to the Point of Beginning.

Bearings based upon the Northerly Right-of-Way line of Pondella Road as being N 89°24'47" E.

Lot 4, Block A, Del Pine Manor unrecorded (unrecorded Book 1, Page 78) being more particularly described as follows:

Commencing at the Southwest corner of Tract "A", Block 8067 of East Cape Commerce Center as recorded in Instrument #2007000375280 of the Public Records of Lee County, Florida, said point also being on the Northerly Right of Way line of Pondella Road as shown on that Right of Way map prepared by Ink Engineering dated 02/20/91 (County Project #4656); Thence along the Westerly line of said Tract "A" and the Easterly line of Del Pine Manor unrecorded running N 00°35'13" E for 257.00 feet to the Point of Beginning. From said Point of Beginning, run N 89°24'47" W for 150.00 feet to the Easterly Right of Way line of Hibiscus Drive; Thence run along said line N 00°35'13" E for 75.00 feet; Thence run S 89°24'47" E for 150.00 feet to an intersection with the Westerly line of said Tract A, Block 8067; Thence along said Westerly line S 00°35'13" W for 75.00 feet to the Point of Beginning.

Bearings based upon the Northerly Right-of-Way line of Pondella Road as being N 89°24'47" E.

A portion of Lot 1, Block A, Del Pine Manor unrecorded (unrecorded Book 1, Page 78) being more particularly described as follows:

Beginning at the Southwest corner of Tract "A", Block 8067 of East Cape Commerce Center as recorded in Instrument #2007000375280 of the Public Records of Lee County, Florida, said point also being on the Northerly Right of Way line of Pondella Road as shown on that Right of Way Map prepared by Ink Engineering dated 02/20/91 (County Project #4656); Thence along said Northerly Right of Way line running N 89°24'47" W for 150.00 feet; Thence leaving said line run N 00°35'13" E for 87.00 feet; thence run S 89°24'47" E for 150.00 feet to an intersection with the Westerly line of said Tract A, Block 8067; Thence along said Westerly line S 00°35'13" W for 87.00 feet to the Point of Beginning.

Bearings based upon the Northerly Right-of-Way line of Pondella Road as being N 89°24'47" E.

Exclusions Continued:

- N. All of Section 29, Township 44 South, Range 23 East, as described in Exhibits "A" and "B", Lee County Case No. 71-1336 except that the east half (E 1/2) of said Section 29 was annexed by Ordinances 17-84 and 17-85 and the southwest quarter (SW ¼) of said Section 29 was annexed by Ordinance 16-85.
- O. All of Section 30, Township 44 South, Range 23 East, as described in Exhibits "A" and "B", Lee County Case No. 71-1336.

The above territorial limits shall also include any and all lands which may be annexed thereto.

EXHIBIT B

INTERLOCAL AGREEMENT FOR MUNICIPAL SOLID WASTE DISPOSAL, SOLID WASTE SYSTEM ASSESSMENT AND SUPPLEMENTAL SERVICES

THIS INTERLOCAL AGREEMENT (Agreement) is made and entered into this 1st day of September, 2020, by and between the undersigned Governmental Units as set forth on the signature pages attached hereto for the use of Lee County's Integrated Solid Waste Disposal and Resource Recovery System ("System").

WITNESSETH:

WHEREAS, LEE COUNTY is a political subdivision and Charter County of the State of Florida, acting by and through its Board of County Commissioners, the governing body thereof (the "County"), and is vested with authority under Chapter 125 of the Florida Statutes to provide necessary public services to ensure the public health, welfare and safety within its boundaries; and

WHEREAS, the City of CAPE CORAL, is a municipal corporation of the State of Florida, acting by and through its City Council, the governing body thereof (the "City"), and is vested with authority under Chapter 166 of the Florida Statutes to provide municipal services within its boundaries; and

WHEREAS, Chapter 163 of the Florida Statutes, authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with each other on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, populations to meet the needs and the development and growth of all incorporated and unincorporated areas of the County; and

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WHEREAS, the County and the City have previously entered into an Interlocal Agreement for Municipal Solid Waste Disposal and Disposal Facilities Assessment Taxing Program dated October 5, 2010 and amended said Agreement on November 8, 2011; and

WHEREAS, the County and the City desire to continue to cooperate with each other in the management of Municipal Solid Waste (MSW) by utilizing the Lee County Integrated Solid Waste Disposal and Resource Recovery System; and,

WHEREAS, the Parties wish to establish a new Interlocal Agreement for such continuation and desire to combine the aforementioned previous Interlocal Agreements for service and for the continuation of the existing funding in form of a Solid Waste System Assessment into one Agreement that serves as the base for all Interlocal Agreements regarding the provision of solid waste disposal and services in the various municipalities in the County on an equitable basis.

NOW THEREFORE, in consideration of the foregoing, and of the mutual covenant and conditions hereinafter set forth, the City of Cape Coral and the County, intending to be legally bound, hereby agree as follows:

SECTION I **PURPOSE**

It is the purpose and intent of this Amended and Restated Interlocal Agreement to further revise and define the terms and conditions of the County's provision of solid waste disposal and resource recovery services to the City of Cape Coral and the terms and conditions under which the City shall participate in said program.

This Agreement is intended to:

- a) provide to the City environmentally responsible solid waste, horticultural waste, and residential Program Recyclables Material disposal and processing services, and
- b) provide for the City such additional solid waste disposal capacity as maybe necessary during the term of this Agreement, and to dispose

of additional Municipal Solid Waste(MSW) from the City due to growth, and

- c) provide the County the delivery of all Municipal Solid Waste, horticultural waste, and residential and multi-family Program Recyclables Material generated from within the City (excluding hazardous waste), in order that the same shall be delivered to the County's Integrated Solid Waste Disposal and Resource Recovery System, for the term of this Agreement, and
- d) provide the County a cooperative mechanism with the City of Cape Coral for the express permission to levy Special Assessments or Taxes, based on the funding mechanism, Rates, Fees and charges within the incorporated areas of the City of Cape Coral for the compensation of certain costs as outlined in Exhibit "B – *Supplemental Services*" and for the disposal of MSW through the Lee County Integrated Solid Waste Disposal and Resource Recovery System ("System"), for the term of this Interlocal Agreement, and
- e) Provide to the City supplemental services outlined in Exhibit "*B-Supplemental Service*".

If any provision of this Agreement is deemed ambiguous, those applicable terms and conditions shall be interpreted in a manner consistent with, and in furtherance of, the purposes as set forth above.

SECTION II AUTHORITY FOR AGREEMENT

The City of Cape Coral represents to the County that the execution and delivery of this Agreement for Lee County's Integrated Solid Waste Disposal and Resource Recovery System has been duly authorized by all appropriate actions of the Governing Body of the City, has been executed and delivered by an authorized officer of the City of Cape Coral to the County, and constitutes a legal, valid and binding obligation of the City of Cape Coral.

The County represents to the City of Cape Coral that the execution and delivery of this Agreement has been duly authorized by all appropriate actions of the Governing Body

of the County, has been executed and delivered by an authorized officer of the County to the City, and constitutes a legal, valid and binding obligation of the County.

SECTION III **DEFINITIONS**

Words or phrases used herein and not otherwise defined shall have the meanings given thereto in Section 403.703, Florida Statutes. In addition, the following terms shall mean:

- A. "City" shall mean the City of Cape Coral, a municipal corporation of the State of Florida, located within Lee County.
- B. "County" shall mean Lee County, Florida, a political subdivision and charter county of the State of Florida.
- C. "Governing Body of the Municipality" shall mean the City Council of the City of Cape Coral.
- D. "Governing Body of the County" shall mean the Board of County Commissioners of Lee County.
- E. "Average Commodity Revenue" (ACR) shall mean a market index used to monthly adjust the revenue paid by the contractor to the County based on fluctuations in the commodity market. (See example provided in *Exhibit "D"*).
- F. "Billing Fee" represents a pass-through costs for the cost associated from the Lee County Property Appraiser to list, extend, prepare and submit the non-ad valorem assessment roll of the County and the cost of the Tax Collector for the collection and enforcement of ad valorem taxes and non-ad valorem assessments levied by Lee County Solid Waste.
- G. "Contaminated Load" shall mean County deemed unacceptable material(s) included in a load of Program Recyclables Material or

Vegetative Waste. Such load, when delivered by the City, or the franchise hauler, or City's contracted vendor, to the County's designated recovery facility fails to meet County standard for the intended processing, marketing and ultimate recycling of the received load and is rejected. As a result, it will be processed and charged as Municipal Solid Waste.

- H. "Equivalent Residential Unit" or "ERU" shall mean a dwelling, unit, or development that is equal to a single-family residence in terms of the nature of its use or impact on an improvement to be provided in the assessment area.
- I. "Fiscal Year" means October 1st, of a year through September 30th, of the following year.
- J. "Hazardous Waste" shall mean materials or substances defined and characterized as hazardous or biohazardous waste by the United States Environmental Protection Agency and the Florida Department of Environmental Protection. These materials or substances exhibit one or more characteristics of being ignitable, corrosive, reactive or toxic, and as such making them dangerous or potentially harmful to human health or the environment.
- K. "Household Hazardous Waste" (HHW) or also referred to as "Household Chemical Waste" (HCW) is any unwanted household product labeled as flammable, toxic, corrosive, or reactive.
- L. "Integrated Solid Waste Disposal and Resource Recovery System" or "System" shall mean Lee County's Solid Waste management system comprised of various components and processes that

conserves landfill capacity, while recovering energy and material resources from the solid waste stream through a well-planned and operated system using source reduction, recycling, composting, combustion, and landfill.

- M. "Market Changes" shall mean a long-term financial impact resulting from an unplanned change that has an adverse effect to the System's financial position.
- N. "Municipal Solid Waste (MSW)" shall mean solid waste as defined at Section 403.703, Florida Statutes, as it may be revised from time to time, excluding hazardous waste materials.
- O. "Municipal Surcharge" shall mean a fee or charge imposed by the municipality and collected by the County as part of the Solid Waste System Assessment Program at the request of the City.
- P. "Notice" means written notice from one Party of this Agreement to the other Party, all in accordance with the timeframes and other requirements of this Agreement.
- Q. "Program Recyclables Material" shall mean all recyclables accepted in the County's single-stream recycling program contractually committed to be delivered to the Materials Recovery Facility (MRF).
- R. "Sharps" represent medical instruments that are sharp or may produce sharp pieces and should be disposed of in a biohazard Sharps Container. Sharps objects can be needles, syringes with needles, blades and other such items used to inject fluids or to administer drainage of bodily fluids.
- S. "Sharps Container" represents a puncture-resistant and leak-proof container with a one-way top to dispose of Sharps.

- T. "Solid Waste System Assessment", formerly known as "Municipal Solid Waste Disposal Facilities Assessment", shall mean a Municipal Service Benefit Unit (MSBU) or Municipal Service Taxing Unit (MSTU) created by the County at the election of the City of Cape Coral, pursuant to Chapter 125.01, Florida Statutes, with the express cooperation and consent of the City of Cape Coral as specifically outlined at Section 125.01(1)(q), Florida Statutes.
- U. "Special Handling Fee" shall mean all costs associated with the act of processing operation, or cleanup of material delivered to County facilities or designated facilities. This includes cost of administrative and operational staff time, and/or the cost for resources used to perform the task.
- V. "Tipping Fee" or "Disposal Fee" shall mean the fees paid for processing and/or disposal of horticultural waste, Municipal Solid Waste, Program Recyclables Material, based on market value/commodity pricing and on the tonnage delivered by the City/Town/Village to the County's Integrated Solid Waste Disposal and Resource Recovery System.
- W. "Unacceptable/Rejected Material" or "Rejected Material" aka Rejects shall mean those materials that are not converted to Recovered Materials. Rejects consist of Contaminants and Residuals. Standard is a 25% contamination rate.
- X. "Vegetative Waste" or "Horticultural Waste" shall mean an accumulation of lawn grass, shrubbery cuttings, clippings, leaf raking, palm fronds, tree branches, bushes or shrubs, green leaf cuttings, or other vegetative matter generally created as refuse in the care of lawns and yards.

SECTION IV COUNTY SOLID WASTE RESPONSIBILITIES

Pursuant to the terms of this Agreement between the Parties, the County is and shall be responsible for the processing and disposal of MSW, Vegetative Waste, and Program Recyclables Material, collected by or on behalf of the City of Cape Coral, from within the City as set out in Section IX, herein. Additionally, the County shall be responsible for providing such supplemental services as elected by the City where noted in Exhibit "B" hereto. The County shall operate, maintain and administer the County's System, or shall cause the same to be so operated, maintained and administered so as to be capable of handling and disposing the MSW, Vegetative Waste, and Program Recyclables Material from the City. The County shall be responsible for handling all residues generated by the System and for the management and disposal of any bulk MSW delivered to the System during any period of the System's shutdown. The County shall be responsible for planning and developing additional solid waste disposal capacity and/or facilities that are environmentally sound and economically practical in order to provide disposal services for additional MSW, Vegetative Waste, and Program Recyclables Material generated by the City due to growth.

The County shall be responsible for the processing, storing and/or disposal of Vegetative Waste, and where noted in Exhibit "B" hereto elected to exercise disposal service of biosolids waste delivered by the City to the County in accordance with the requirements as set out in Section IX, herein.

The County shall be responsible for the processing, storing and/or disposal of Program Recyclables Material delivered by the City to the County in accordance with the requirements as set out in Section IX, herein.

The County shall not be liable to the City for any changes to the operation of the System as the result of events beyond the reasonable control of the County, e.g., Force Majeure, changes in federal or state law, and Market Changes. However, the County shall use its best efforts to provide an economical and lawful alternate disposal method for the City's MSW, Vegetative Waste, and where noted in Exhibit "B" hereto elected to exercise disposal service of biosolids waste, and Program Recyclables Material should such change

or event occur. Any such changes shall be subject to the Parties' rights as outlined in Section IX, herein.

The County retains the right to reject Contaminated Loads of Vegetative Waste and Program Recyclables Material and/or charge the City for disposal or processing of the same if delivered by the City or its franchised haulers to the County. Additional cost incurred by the County, such as labor and equipment cost for the cleanup of Contaminated Loads, in form of a special handling fee, will be borne by the City.

The County retains the right to reject loads containing material delivered to the wrong disposal or processing facility. For instance when MSW is delivered to the Vegetative Waste Processing area. In those instances, the County will perform the cleanup and the load/scale house ticket will be revised to reflect the correct material disposal price. The County further retains the right to charge the City any cost incurred with the cleanup of the material and its delivery to the correct disposal or processing facility in form of a special handling fee.

SECTION V CITY'S SOLID WASTE RESPONSIBILITIES

The City agrees, to the extent that it may lawfully do so, to ensure all of its MSW, Vegetative Waste and residential and multi-family Program Recyclables Material are directed and delivered to the County's System, or other County designated facilities as determined by the County, for the Term of this Agreement. From time to time, operational needs or an event may cause waste material to be diverted from the regular disposal facility. In such event, the County will formalize a diversion plan with an anticipated timeline for MSW, and/or Vegetative Waste, and/or Program Recyclables Material deliveries from the City or its franchised haulers to be directed to alternate sites. This information will be communicated to the City as soon as the County is aware of such an event. The City or the contracted franchise hauler shall make provisions during the diversion period to separate tires from other curbside collected waste when delivering MSW to a landfill. Any additional cost incurred by the City due to the diversion will be borne by the City.

The City shall have no rights to any proceeds or economic benefit derived from County's disposal of the City's MSW and Vegetative Waste.

The City shall timely pay, and direct its franchise hauler to pay the County the disposal fees, as established in Section VIII, for Municipal Solid Waste and Horticultural Waste delivered to the System on a monthly basis.

SECTION VI **DISASTER DEBRIS MANAGEMENT**

In the event of a mutual State of Local Emergency, the County and the City may mutually agree to enlist a Cooperative Purchase Agreement for the service provider(s) utilized for disaster recovery services and debris monitoring services by executing a Debris Staging Agreement as shown in Exhibit C to be completed and executed by the Lee County Manager or designee and the City Manager. This Disaster Staging Agreement will include specific details; among others, the notification of and length of time for use from the enactment of a State of Emergency and any closure related requirements. A Declaration of Local State of Emergency authorizes the County to have immediate access to such debris management sites. The aforementioned provision to provide access to one or more temporary debris management sites, or portions thereof, is reciprocal for a mutual exchange of privileges to the other Party and will be administered by the requesting Party in the same fashion as described above.

SECTION VII **FUNDING SOURCE –SOLID WASTE SYSTEM**
ASSESSMENT

Pursuant to the uniform method to levy and enforce a Special Assessment Program, the Parties previously developed a Municipal Service Taxing Unit (MSTU – Special Taxing Program) or Municipal Service Benefit Unit (MSBU – Special Assessment Program) pursuant to the requirements of Section 125.01(1) (q), Florida Statutes and Florida Statute 197.363.

To that effect, the City previously enacted Ordinance No. 3-96 dated 01-22-1996 and shall expeditiously enact such other City Resolutions and/or Ordinances as may be necessary granting the City's express consent to the County to levy collection and disposal rates, fees, charges, and special taxes or special assessments under the Solid Waste System Assessment pursuant to this Interlocal Agreement, and pursuant to Section 125.01(1)(q) under the City's approved Funding Program for the compensation of the County for the

services provided under this Interlocal Agreement and for any additional services as outlined in Exhibit "B – *Supplemental Service*" for the term of this Interlocal Agreement.

The City shall assist the County with the identification of those properties to be assessed or taxed under the Solid Waste System Assessment Taxing Program, and assist the County with the development of the program assessment roll, as it relates to the City.

The City shall report to the County at the beginning of each month all newly constructed residential and commercial dwelling units, including mobile homes, which received a certificate of occupancy or certificate of completion in the previous month (see example in Attachment "C"). The information will enable the County to monitor growth of the waste stream and gauge approximate operating capacity of the System, develop programs to lengthen the life of existing facilities, and forecast the need for additional facilities.

A. COUNTY RESPONSIBILITY FOR THE MSTU PROGRAM

The mechanism of the Municipal Service Taxing Unit (MSTU) Program requires the County to:

1. Establish an annual millage amount for the MSTU Program based on total estimated MSW solid waste generation within the City, the Solid Waste System Assessment fee and the total valuation, for all taxable properties within the City.
2. Base the Solid Waste System Assessment annual millage amount upon the total estimated MSW generation provided to the County by the City and the Solid Waste System Assessment fee in relation to the City's total taxable ad-valorem valuation.
3. Agree not to levy any County-wide general ad-valorem tax for MSW, Horticultural Waste, and Recyclable Materials disposal or system maintenance, as long as the Solid Waste System Assessment is being implemented for all incorporated municipalities in the County.

B. COUNTY RESPONSIBILITY FOR THE MSBU PROGRAM

1. The County shall develop, articulate, justify and establish an assessment methodology for a Municipal Service Benefit Unit (MSBU) based upon an Equivalent Residential Unit (ERU) concept, generation rate (weight per unit or unit area), based on total solid waste generation, for all improved properties within the City. The same methodologies will be applied for unincorporated Lee County. The special assessment methodology for an MSBU includes separating improved property into the following categories, based upon the Department of Revenue (D.O.R.) property improvement codes from the Lee County Property Appraiser, and the average solid waste generation for the particular type of property.
 - a) Single family residential
 - b) Multi-family residential (mobile homes, apartments, condominium with five (5+) units)
 - c) Recreational vehicle (RV) parks and or communities
 - d) Commercial businesses with low generation amounts
 - e) Commercial businesses with low-medium generation amounts
 - f) Commercial businesses with medium generation amounts
 - g) Commercial businesses with medium-high generation amounts
 - h) Commercial businesses with high generation amounts
2. An average annual solid waste generation amount will be established for each category by the County's Solid Waste Department, or its contracted engineering consultant, based on solid waste generation data from representative improved properties in Lee County including, residential, multifamily, and commercial/business properties. The average generation amount will be established per dwelling unit for single-family and multi-family residential properties.

The average generation amount will be established per occupiable lot for recreational vehicle park properties.

The average generation amount will be established per square foot of building area for commercial-improved property, which is not residential.

All generation estimates will be compared to the average annual generation for a single-family residence to obtain the ERU values for each category and will be expressed in pounds or tons.

3. The total number of pounds or tons for each improved property will be established by multiplying the weight value (pounds) for the appropriate category, times the number of units, or total building area (depending on the category), for a specific property. The number of units or building area will be obtained from the Property Appraiser.
4. The annual Solid Waste System Assessment fee for each improved property will be established by multiplying the total number of tons for that property by the annual assessment amount per ton, as established by the County.
5. Based on the above methodology, the County shall establish the annual assessment per defined developed property.

C. **TRANSMITTAL TO THE CITY**

Prior to the implementation of steps laid out in A. and B., above, the County shall transmit the proposed Disposal Facilities Assessment or Millage Rate to the City Mayor or City Manager and, upon request, shall formally present same to the City at a regular City Council meeting for Council approval, such approval shall not be unreasonably withheld by the City.

SECTION VIII RATES, FEES, AND SURCHARGES

The Parties agree that pursuant to this Agreement, the County will calculate, determine and set the annual rates, fees, and charges and take other necessary and lawful

steps to establish funds for the use and operation of the System pursuant to Exhibit "A – Rates, Fees, Annual Special Assessment Rates and Charges to the City of Cape Coral" as further described herein. Annual rates, fees, and charges billed by the County to the City shall be the same as those fees and charges provided for similar users within the unincorporated areas of Lee County, for the term of this Agreement.

For the preparation of the City's budget for the upcoming fiscal year, the County shall submit its preliminary annual rates, fees, and charges to the City Mayor or City Manager by mid-March and Board of County Commissioner adopted annual rates, fees, and charges on or before the date formalized in Solid Waste Ordinance No. 96-09.

The City shall recognize and adopt the annual rates and the level of service as it may be adjusted from time to time without the need for amendments to the Amended and Restated Interlocal Agreement.

Municipal Surcharges, if collected, shall be collected by the County at the City's option and direction on all MSW generated by the City and delivered to the County's System; and 100% of the surcharges collected from the City's customers, to include residential, multi-family, and commercial accounts, shall be transmitted to the City by the County for the City's solid waste program on a quarterly basis, if the City has directed the County to collect Municipal Surcharges on behalf of the City. The Parties acknowledge and agree that the County shall have no billing or collection obligations relating to the City's customers and shall not be liable for any amounts owed by such customers.

SECTION IX **HORTICULTURAL WASTE AND RECYCLABLE**
MATERIAL PROCESSING

The City shall deliver, or cause to be delivered to the County's horticultural waste processing site, all horticultural waste collected from the City's residents, for the term of this Agreement. The negative impacts of single-use plastic bags on the environment have led the County to abandon its use as an acceptable "garbage container" for yard waste disposal. The County encourages the use of biodegradable paper lawn and leaf bags when bundling of the yard waste or disposal of it in a garbage can is not practical. Yard waste delivered to the County's horticultural processing site shall essentially be free of polyethylene-based plastic bags since plastic contaminates the mulch or compost products

made out of the yard waste. Yard waste presented at the curb in plastic bags shall be collected as MSW. The County will assist the City in outreach efforts and supply appropriate literature to promote this endeavor. The County, through the horticultural waste processing operator, retains the right to reject contaminated loads and/or charge the City the Tipping Fee for those unacceptable loads for MSW disposal or processing cost, if delivered by the City or any of its contracted haulers. The County will perform the cleanup and the load/scale house ticket will be revised to reflect the correct material disposal price. The County further retains the right to charge the City any cost incurred with the cleanup of the material and its delivery to the correct disposal or processing facility in form of a Special Handling Fee.

The City shall deliver, or cause to be delivered to the County's Material Recovery Facility (MRF), all County designated recoverable materials, excluding horticultural materials, meeting the County's commodity types as Program Recyclables Material, collected from the City's single-family and multi-family residents, for the term of this Agreement and will be assessed the recycling fee as shown in Exhibit "A – Rates, Fees, Annual Special Assessment Rates and Charges to the City of Cape Coral". The City may elect to deliver to the County's Material Recovery Facility commercial loads of Program Recyclables Material, but will be assessed a recycling fee as shown on Exhibit "A – Rates, Fees, Annual Special Assessment Rates and Charges to the City of Cape Coral".

The County shall not charge a recycling fee greater than: i) the net cost of administration of the recycling program, which may include the cost of customer outreach, unless separately charged by the County, ii) plus the direct cost of processing operations, maintenance, major maintenance, capital or debt service associated with the Material Recovery Facility or recycling program, including maintenance and marketing services for the sale of recovered materials, iii) plus any cost of transportation of materials incurred by the County, and iv) less revenues derived from the sale of recovered materials. To the extent that the County collects a greater amount of revenue derived from the sale of recovered materials than the enumerated costs above, the County will remit a proportionate amount of any such net revenues annually following publication of the audited Comprehensive Annual Financial Report (CAFR) for the applicable fiscal year pursuant to the proportionate amount of processed Program Recyclable Materials minus the proportionate share of residue, received

by the County from the City determined by the revenue received from the sale of recycling commodities. Supporting documentation will be provided by the County to the City reflecting the net cost or net revenues of the recycling program as shown in Exhibit 'D - Proportionate Share of Net Recyclable Revenues

The County shall not limit the amount of recoverable Program Recyclables Material delivered to the County MRF. However, the County, through the MRF Operator, retains the right to reject, in accordance with the MRF contract, contaminated loads and/or charge the City the Tipping Fee for those unacceptable loads for MSW disposal and/or a Special Handling Fee, if delivered by the City or any of its contracted haulers. The County or its contracted MRF Operator shall immediately notify the City or the City's designee of any Contaminated Load delivered to the County MRF. This notification shall include photographic or video evidence of the Contaminated Load.

The County reserves the right to modify the residential and multi-family recycling program as necessary during the term of the Agreement including, but not limited to, the price charged for processing the material.

The County will provide a County-wide public outreach and education Program, applicable to solid waste and recycling information, regarding the services and facilities for solid waste management. The County will coordinate events and disseminate information on waste reduction, recycling, household hazardous waste, and composting activities. Such costs will be shared among all residential users of the System through the County's Solid Waste System Assessment Program.

The City will be given no less than 90-day notice of any change to the County's recycling program.

SECTION X **HOUSEHOLD CHEMICAL WASTE PROGRAM**

The County will provide a quarterly household chemical waste collection program event within the corporate limits of the City of Cape Coral each fiscal year, including personnel and cost of contract disposal for the term of this agreement. In collaboration with the County, the City will provide the County the location of the household chemical waste collection event within the City and a mutually agreed upon event date. The City will further provide the advertisement of the event as well as any supplemental assistance in

form of supplies and/or equipment required by the County. Unscheduled collection events cannot be accumulated nor carried over to the following fiscal year.

The County's household chemical waste costs may be included as part of the MSW Tipping Fee and/or separate fees to the City's customers.

SECTION XI ADDITIONAL REVENUES

Any additional or unanticipated revenues obtained by the County as the result of the operation of the "System" at any time during the term of this Interlocal Agreement, shall remain with the "System" and shall be applied to reduce expenses and or the efficiency of the System. Such additional revenues will be applied to the costs of disposal facilities operations, maintenance, construction of processing and/or disposal facilities, and/or debt service depending on the nature of the additional or unanticipated revenues.

SECTION XII TERM OF THIS INTERLOCAL AGREEMENT

The date to implement new services begins October 1, 2020 and this Interlocal Agreement shall terminate on September 30, 2030, with the option of the Parties to renew this Agreement for two (2) additional five (5) year terms, with the conditions to be negotiated by the Parties prior to any such renewal. Notice by either Party of the desire to negotiate continued services must be made no later than 180 days prior to the termination date of this Agreement or the termination date of any subsequent renewal period.

SECTION XIII PRIOR AGREEMENTS

This Interlocal Agreement is the entire Agreement between the City and the County. It supersedes all previous oral and written presentations, understandings, and agreements as they relate to the use and contribution to the Lee County Integrated Solid Waste Disposal and Resource Recovery System.

SECTION XIV TERM DATE FOR IMPLEMENTING NEW SERVICES

In the event the County adjusts its processes to meet business goals and/or new innovations, the County shall provide the City a clear objective defining the process or service that is to be updated within 180 days prior to implementation. In the event the City

seeks to enlist the County for services in addition to those outlined in Exhibit "B – *Supplemental Service*" the City shall approach the County Manager, or designee, and request such service. The Board of County Commissioners has granted the County Manager, or designee, the authority to review and negotiate terms and conditions for such services. Changes derived from such negotiations shall be performed after 180 days, or at a later specified date, from the date both Parties agreed upon and signed finalized Addendum.

SECTION XV **SEVERABILITY**

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

SECTION XVI **ASSIGNMENT**

No assignment, delegation, transfer, or novation of this Agreement or part thereof, shall be made unless approved by the City and the County.

SECTION XVII **NOTICES**

Any notices or other documents permitted or required to be delivered pursuant to this Interlocal Agreement, shall be delivered to the County, at the Office of the County Manager and to the City, at the Office of the City Manager.

SECTION XVIII **AMENDMENT**

This Agreement may only be amended in writing, duly executed by the City and the County.

SECTION XIX **CONSTRUCTION**

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

SECTION XX DEFAULT

If either Party breaches the terms of this Agreement, the non-breaching Party shall provide written notice of the default, in accordance with Section XVII Notices. If the breaching Party does not cure the default within sixty (60) days from the date the notice is sent, the non-breaching Party may terminate this Agreement and recover all costs and damages resulting from the breach of this Agreement. Any outstanding funds owed to the breaching Party may be used to offset the damages and costs incurred by the non-breaching Party. The right to offset is not intended to limit the non-breaching Party's right to any other remedy available in law or equity.

Failure of a Party to exercise its rights in the event of any breach by the other Party shall not constitute a waiver of such rights. No Party shall be deemed to have waived any failure to perform by the other Party unless such waiver is in writing and signed by the waiving Party. Such waiver shall be limited to the term specifically contained herein. Nothing in this Interlocal Agreement shall be construed to create a cause of action for consequential damages for delay.

SECTION XXI BOOKS AND RECORDS

The Parties shall have reasonable access to the books, records, and accounts of the agents, designees or vendors duly contracting with either Party for the purpose of fulfilling any of their obligations under this Agreement.

SECTION XXII FILING

This Agreement and any subsequent amendments hereto shall be filed with the Lee County Clerk of the Circuit Court, Minutes Department, and the Clerk of the City.

SECTION XXIII HOLD HARMLESS – INDEMNIFICATION

The City and the County agree to indemnify and hold each other harmless from and against any and all claims, demands, losses, causes of action, damages, lawsuits, judgments, including attorney's fees and costs, to the extent caused by or arising out of or relating to the work, errors, omissions and/or operations of the other Party.

The Parties agree that by execution of this Agreement, neither Party will be deemed to have waived its statutory defense of sovereign immunity, nor increased its limits of liability as provided for at Section 768.28, Florida Statutes.

SECTION XXIV RESERVATION OF RIGHTS

Nothing in this Interlocal Agreement shall be deemed nor interpreted to prohibit, preclude or otherwise pre-empt the County's rights or ability to take any other lawfully available actions to provide funding for the System.

SECTION XXV ATTORNEY'S FEES AND COSTS

If either Party brings or commences legal action or proceeding to enforce the terms of this Agreement, the prevailing Party shall be entitled to recover the costs and expenses of litigation, including attorneys' fees.

The remainder of this page is left intentionally blank.

IN WITNESS WHEREOF, the City and the County have executed this Amended and Restated Interlocal Agreement of the day, month, and year first written above.

ATTEST:
LINDA DOGGETT, CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

By: Melinda Butler
Deputy Clerk

By: Brian Hamman
Brian Hamman, Chair

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

By: Chantalida
Office of the County Attorney



ATTEST:

CITY OF CAPE CORAL

By: Kimberly Brown
City Clerk

By: [Signature]
Mayor

APPROVED AS TO FORM:

NR

By: _____
For City Attorney

EXHIBIT A
TO THE
INTERLOCAL AGREEMENT FOR MUNICIPAL SOLID WASTE DISPOSAL, SOLID
WASTE SYSTEM ASSESSMENT AND SUPPLEMENTAL SERVICES WITH THE
CITY OF CAPE CORAL

RATES, FEES, ANNUAL SPECIAL ASSESSMENT RATES AND CHARGES:

In consideration of the matters described in the INTERLOCAL AGREEMENT FOR MUNICIPAL SOLID WASTE DISPOSAL AND SOLID WASTE SYSTEM ASSESSMENT AND SUPPLEMENTAL SERVICES between Lee County and the City of Cape Coral, and of the mutual benefits and obligations set forth in this Supplemental Services Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the City of Cape Coral and Lee County agree as follows:

A. DEFINITION:

Multifamily Property means any residential building or group of buildings that contain(s) five (5) or more dwelling units on a single parcel including apartments, condominiums, mobile home parks, recreational vehicle parks, etc. In certain cases, such as mobile home parks, each dwelling unit may reside on a single parcel. Excluded from the multi-family property designation are dwellings defined by the Land Development Code as Townhomes.

Residential Collection Service shall mean service to residential dwelling units, which shall include four (4) or less units in a common structure, or located on a single property with the following property types, together with the use codes employed by the Office of the Lee County Property Appraiser:

PROPERTY TYPE		USE CODE
Single Family		01
Mobile Home		02
Miscellaneous Residential (migrant camps, boarding homes, etc.	1-4 units or less	07
Multifamily	1-4 units or less	08
Condominia	1-4 units	04
Townhome		01

B. LEE COUNTY OBLIGATION:

Establish annual collection and disposal service rates, fees, facilities assessment, and other charges as they may apply:

The following rates are effective October 1, 2020:

MSW Gate Fee \$50.20/ton

Horticultural Waste \$ 31.00/ton

Solid Waste System Assessment Cape Coral Millage 0.1753 per \$1,000 taxable value

Biosolids (transportation, processing, and disposal as negotiated on June 25, 2020 and subject to annual review)

FY-21: \$32.14/ton

FY-22: \$36.28/ton

FY-23: \$40.42/ton

FY-24: \$44.56/ton

Upon election by the City of Cape Coral to change the City's billing mechanism for the Solid Waste System Assessment from the Municipal Services Taxing Unit method to a Municipal Services Benefit Unit the following becomes effective immediately:

C. CITY OF CAPE CORAL OBLIGATION – NEW CONSTRUCTION:

Pursuant to SECTION VII of the Amended and Restated Interlocal Agreement, the City of Cape Coral shall assist the County with the identification of those properties to be assessed or taxed under the MSW Special Assessment Program, and assist the

County with the development of the Program Assessment Roll, as it relates to the City of Cape Coral.

1. Accounting for new residential units and collection of a prorated Solid Waste Assessment:
 - a) Prior to the issuance of a certificate of occupancy the City of Cape Coral will collect a prorated Solid Waste Assessment for each residential dwelling unit for the remainder of the fiscal from the permit holder.
 - b) The entire Solid Waste Assessment must be collected for the coming fiscal year if an application for a certificate of occupancy is received during the month of September.
 - c) The City of Cape Coral will submit any collected Solid Waste Assessments received for new dwelling units to Lee County Solid Waste in accordance with the Prompt Payment Act.
 - d) By the end of each month the City's Community Development Office, or its contracted service provider, will compile and electronically submit to the Lee County Property Appraiser and the Lee County Solid Waste Department a report detailing all permits and/or property owners that received a certificate of completion and/or certificate of occupancy in the previous month (STRAP Number, Property Owner, Address, Number of Units, Building Square Footage, Permit Number, Type of Permit, and the amount of Solid Waste Assessment fee collected – see Exhibit "E").
 - e) On a weekly basis the City of Cape Coral will provide the County's Solid Waste Department a copy of all completed Garbage Verification Forms from applicants issued a Local Business Tax Receipt and USE permit (Exhibit "F".)

Signature & Date : Lee County Manager or designee

Signature & Date: Cape Coral City Manager or designee

EXHIBIT B
TO THE
INTERLOCAL AGREEMENT FOR MUNICIPAL SOLID WASTE DISPOSAL, SOLID
WASTE SYSTEM ASSESSMENT AND SUPPLEMENTAL SERVICES WITH THE
CITY OF CAPE CORAL

SUPPLEMENTAL SERVICES AGREEMENT
CITY OF CAPE CORAL

In consideration of the matters described in the INTERLOCAL AGREEMENT FOR MUNICIPAL SOLID WASTE DISPOSAL AND SOLID WASTE SYSTEM ASSESSMENT between Lee County and the City of Cape Coral, and of the mutual benefits and obligations set forth in this Supplemental Services Assistance Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the City of Cape Coral and Lee County agree as follows:

Description of specific service provided by Lee County	
1	Lee County will continue to assist the City's outreach efforts by providing County literature and art work pertaining to solid waste and recycling, upon the City's request, to achieve consistent messaging.
2	Lee County schedules frequent chemical waste disposal business collections to provide all businesses in Lee County the opportunity to dispose of small quantities of Hazardous Waste at Lee County's permanent disposal location(s). Applicable charges to the business will apply with payment of County negotiated prices due to the vendor at the time of service. Dates of the collection events are published on the County's website. In order for the County's vendor to come prepared to the collection event, businesses are encouraged to call the vendor to disclose the materials they need to dispose of and to get a time slot for that day. Note: local businesses may contract for their hazardous waste management with any reputable FDEP compliant vendor.
3	Lee County provides the residents of the City of Cape Coral access and use of

	the County's permanent Household Chemical Waste Disposal facility at no additional cost to the resident.
4	Lee County provides the residents of the City of Cape Coral the use of the County's mobile Household Chemical Waste collection and disposal of Household Chemical Waste at no additional cost to the resident. Mobile collections are scheduled throughout the County at various locations. Dates and locations for these mobile collections are determined by agreement between the County and municipality. Dates and locations of all collection events will be published on the County's website.
5	Lee County supplies fire stations within the City of Cape Coral with SHARPS containers and schedules safe disposal of used lancets and needles from the fire departments.
6	Provide the City of Cape Coral transportation, processing, and disposal of acceptable biosolids material from the City's Southwest and Everest water reclamation facility (WRF). The City's biosolids must meet State and Federal requirements for disposing such material in a class I landfill. The City shall continue to sample and test its biosolids in the same manner as currently performed so long as the County is processing the City's biosolids to produce a compost material for land application. The City is responsible for their own load manifests pursuant to Department of Environmental Protection requirements and the biosolids transport to the County's disposal facility. Accurately completed load manifests have to be supplied to County staff at the time of arrival at the disposal facility, otherwise access to the facility will be denied. The County will be responsible for the management of the biosolids and the regulatory requirements related to the processing and disposal upon receiving same at its processing/disposal facility. The County and City negotiated transportation, processing, and disposal fee for biosolids management is supplied in Exhibit "A", Rates, Fees, Annual Special Assessment rates and charges, attached hereto.
7	The County's Residuals Management Facility (RMF) at the Lee/Hendry Landfill currently has an operational capacity of 65,000 wet tons per year. The County may elect to reduce the volume of biosolids accepted for disposal from the City of Cape Coral water reclamation facilities (Southwest and Everest water reclamation facility (WRF), as the County's capacity for processing and/or disposal may reach limitations and/or become a financial burden to the System. The County will negotiate with the City in advance reasonable volume capacity reductions and will provide a written notice to the City at least 180 days in advance of such reduction. NOTE: The Memorandum of Understanding (MOU) for Biosolids Processing and /or Disposal between Lee County Solid Waste Department (SWD) and City of Cape Coral Utilities Division dated 11/09/11 is replaced in whole with Item No. 6 and 7 of this Supplemental Services Assistance Agreement.

Signature and Date ; Lee County Manager or designee

Signature and Date: Cape Coral City Manager or designee

EXHIBIT C
TO THE
INTERLOCAL AGREEMENT FOR MUNICIPAL SOLID WASTE DISPOSAL, SOLID
WASTE SYSTEM ASSESSMENT AND SUPPLEMENTAL SERVICES WITH THE CITY OF
CAPE CORAL

DEBRIS STAGING AGREEMENT BETWEEN
LEE COUNTY AND THE CITY OF CAPE CORAL

THIS DEBRIS STAGING AGREEMENT (the "Agreement") is made and entered into this ____ day of _____, _____, by and between LEE COUNTY, FLORIDA, a political subdivision of the State of Florida (the "COUNTY"), whose address is c/o Solid Waste Department Director, P.O. Box 398, Fort Myers, FL, and the CITY OF CAPE CORAL (the "CITY"), whose address is 1015 Cultural Park Blvd., Cape Coral, FL. The COUNTY and the CITY are collectively referred to throughout the Agreement as the "Parties".

WHEREAS, the Lee County Board of COUNTY Commissioners has the authority to declare a State of Local Emergency pursuant to Section 252.38, Fla. Statute,

WHEREAS, during a declared State of Emergency, the COUNTY has the power and authority to waive the procedures and formalities otherwise required of political subdivisions by law in order to take whatever prudent actions are necessary to ensure the health, safety, and welfare of the community.

WHEREAS, the Parties acknowledge and agree that it is in the public interest for the COUNTY and CITY to share a debris management site for debris collected in areas of the City of Cape Coral that fall upon the County's responsibility (example: County maintained road) as well as that debris collected by the CITY.

WHEREAS, the Parties desire to be able to utilize the property identified as Insert site address for temporary debris staging purposes. Additional CITY-owned Property or an expanded footprint of the identified Property may be added to this Agreement upon mutual agreement by the COUNTY and the CITY.

NOW THEREFORE, the Parties, in consideration of the foregoing, and of the mutual covenants and conditions set forth below, and intending to be legally bound, hereby agree as follows:

1. The COUNTY and CITY agree to share a Debris Management Site to be maintained and managed by the CITY. The CITY will assign to the COUNTY a portion of land for COUNTY use in order to segregate the debris collected and staged by each entity. The COUNTY will use its contractor to collect debris from the portions of Cape Coral within its responsibility and transport it to the assigned shared site. The COUNTY contractor will be allowed to process the debris using acceptable reduction techniques per the COUNTY's Debris Management Contract. The processed material will be loaded and transported from the assigned site for final disposal by the COUNTY's contractor. The COUNTY's debris monitoring vendor will also be allowed to set up equipment and have staff present for the purpose of verifying the quantity of material entering and exiting the assigned site.

2. The COUNTY will be responsible for the debris management of debris generated only from the COUNTY's area(s) of responsibility in accordance with Federal, State, and local laws. The CITY will be responsible for the debris management of the debris generated from within the boundaries and areas of responsibility within the CITY in accordance with Federal, State, and local laws. Each entity will generate, maintain, and retain separate records in order to qualify for Federal and/or State assistance.

3. The CITY agrees that the COUNTY, its employees and assigns, may enter and access the Property with solid waste & debris management equipment, machinery, and vehicles.

4. The CITY agrees that the COUNTY may use the Property as staging areas for grinding horticultural debris and as staging areas for construction and demolition debris created by a declared Local Emergency event. The CITY authorizes the COUNTY to clear, grub, and add stabilizing material for ingress and egress, and staging pad, if necessary. Stabilizing material brought onto CITY property must come from a State Certified facility, free of contaminants and/or hazardous material and documentation provided accordingly. Stabilizing material may remain on the Property.

5. The CITY agrees there will be no cost for the use of the Property under this Agreement.

6. The COUNTY agrees to furnish the CITY with a copy of the Authorization for Disaster Debris Management Site ("DDMS") for the portion of the Site assigned to the COUNTY for its use as provided by the Florida Department of Environmental Protection ("FDEP") prior to use of any of the Property by the COUNTY and will provide a copy of the

FDEP DDMS Closure letter after the COUNTY vacates that portion of the DDMS. It is the COUNTY's intent that no hazardous material will be received at the Property.

7. To the extent allowed by law and subject to the provisions and limitations contained in §768.28, Florida Statutes, the COUNTY agrees to be liable for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any employee, or contractor of the COUNTY while acting within the scope of his office or employment under circumstances in which the COUNTY, if a private person, would be liable to the claimant, in accordance with the general laws of the State of Florida.

8. The COUNTY agrees to return the Property to the CITY in a condition equal to, or better than the condition such Property existed prior to the COUNTY's use; less clearing, grubbing, and approved stabilizing material. Following operations, the CITY will work with the COUNTY or its representative(s) to establish the reasonable remediation efforts required and in acceptable FEMA standards to return the Property to their existing condition prior to use.

9. Following completion of DDMS operations and remediation, the CITY will inspect the property and provide a letter of release to the COUNTY stating that the remediation efforts were completed to the satisfaction of the CITY.

10. The Parties agree to meet annually to review the use of the Property and to address any related issues.

11. The term of this Agreement shall be for a period of ten years, commencing upon the last Party's execution of said Agreement.

12. Either party may terminate the Agreement upon 120 days' written notice.

13. The COUNTY will notify the CITY prior to use of the Property that the COUNTY intends to access the Property for the purposes outlined in this Agreement.

14. A Declaration of Local Emergency authorizes the COUNTY to have immediate access to the Property for the purposes described in this Agreement. The COUNTY will notify the CITY of a Declared Local Emergency event and of the COUNTY's intent to utilize one or more of the Property by written, electronic and/or verbal communication.

15. The actual use of any of the Property, per event, is for a maximum period of six (6) months from the enactment of a State of Emergency unless extended by mutual consent of the Parties in writing.

16. All notices required to be served upon the CITY will be served by Registered or

Certified Mail, Return Receipt Requested, at 1015 Cultural Park Blvd., Cape Coral, FL 33990 and all notices required to be served upon the COUNTY will be served by Registered or Certified Mail, Return Receipt Requested, at the address of The Department of Solid Waste, Attention: Department Director, 10500 Buckingham Road, Fort Myers, Florida 33905.

IN WITNESS WHEREOF, the Parties have caused this document to be signed on the date and year first above written.

ATTEST:

THE CITY OF CAPE CORAL, FLORIDA

By: _____

Mayor/CITY Manager

APPROVED AS TO FORM:

By: _____

CITY Attorney

BOARD OF COUNTY COMMISSIONERS
LEE COUNTY, FLORIDA

BY: _____

COUNTY Manager/Designee

Under Authority of Resolution No. 07-03-28

APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY

ONLY:

COUNTY ATTORNEY

EXHIBIT D
TO THE
INTERLOCAL AGREEMENT FOR MUNICIPAL SOLID WASTE DISPOSAL, SOLID
WASTE SYSTEM ASSESSMENT AND SUPPLEMENTAL SERVICES WITH THE CITY OF
CAPE CORAL
PROPORTIONATE SHARE OF NET RECYCLABLE REVENUES
CITY OF CAPE CORAL

Recycling Expenses:

i.	Administration		
	a. Administrative Costs	\$0.00	
	b. Public Outreach	\$0.00	
ii.	Operating Costs		
	a. Processing Operations	\$0.00	
	b. Maintenance	\$0.00	
	c. Major Maintenance	\$0.00	
	d. Capital	\$0.00	
	e. Debt Service	\$0.00	
iii.	Transportation		
	a. Cost to Transport Recovered Materials	\$0.00	
	Total Expenses:		<u>\$0.00</u>

Recycling Revenues:

iv.	Less Revenues		
	a. Sale of Recovered Materials	\$0.00	
	b. Minus Proportionate Share of Residue	\$0.00	
	Total Revenues:		<u>\$0.00</u>

(Net Revenue)/Net Cost* **\$0.00**

*Lee County Solid Waste will remit a proportionate amount of any such net revenues annually per Section IX of the Solid Waste Interlocal agreement.

EXHIBIT E
TO THE
INTERLOCAL AGREEMENT FOR MUNICIPAL SOLID WASTE DISPOSAL, SOLID WASTE SYSTEM ASSESSMENT AND
SUPPLEMENTAL SERVICES WITH THE CITY OF CAPE CORAL

City of Cape Coral Certificate of Completion and/or Certificate of Occupancy Report for the Month of _____

<u>STRAP Number</u>	<u>Property Owner</u>	<u>Address</u>	<u>No. of Units</u>	<u>Bldg. SqFt</u>	<u>Permit No.</u>	<u>Permit Type</u>	<u>SW Amount Collected</u>
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Please note: Per Lee County Solid Waste Ordinance 11-27 Residential Units are defined as having four (4) or less dwelling units in a common structure, or are located on a single property. Five (5) units and up are categorized as Multi-Family.

TO THE
INTERLOCAL AGREEMENT FOR MUNICIPAL SOLID WASTE DISPOSAL, SOLID WASTE SYSTEM ASSESSMENT AND
SUPPLEMENTAL SERVICES WITH THE CITY OF CAPE CORAL

City of Cape Coral

Garbage Collection Verification Form

APPLICANT COMPLETE THIS SECTION

Name of Business:

Business Address:

Unit #:

ZIP Code:

Contact Person:

Telephone Number:

USE 2020-



Check which one applies:

Landlord provides service. List the name the account is under:

Phone Number:

Share a Container /

Established New Service

Approval Stamp From Franchised Hauler!

Franchised Hauler please e-mail to Lee County:
SolidWaste@leegov.com

Fax this form to Waste Pro @ 239-945-0800

For questions regarding garbage service call
Waste Pro USA @ 239-225-2758



FLORIDA DEPARTMENT *of* STATE

RON DESANTIS
Governor

CORD BYRD
Secretary of State

August 19, 2022

Honorable Kevin Karnes
Clerk of the Circuit Courts
Lee County
Post Office Box 2469
Fort Myers, Florida 33902-2469

Attn: Chris Jagodzinski

Dear Kevin Karnes:

Pursuant to the provisions of Section 125.66, Florida Statutes, this will acknowledge receipt of your electronic copy of Lee County Ordinance No. 22-19, which was filed in this office on August 19, 2022.

Sincerely,

Anya Owens
Program Administrator

ACO/wlh

RECEIVED

By Chris Jagodzinski at 8:32 am, Aug 22, 2022

FLORIDA COUNTY ORDINANCE DATA RETRIEVAL SYSTEM
CODRS CODING FORM

COUNTY: Lee

COUNTY ORDINANCE #: 22-19

(e.g., 93-001)

PRIMARY KEYFIELD

DESCRIPTOR: Solid Waste Management

SECONDARY KEYFIELD

DESCRIPTOR: Local Government

OTHER KEYFIELD

DESCRIPTOR: _____

ORDINANCE DESCRIPTION: Waste Disposal Facilities

(25 Characters Maximum Including Spaces)

ORDINANCES AMENDED: (List below the ordinances that are amended by this legislation. If more than two, list the most recent two.)

AMENDMENT #1: 97-12 AMENDMENT #2: 96-11

ORDINANCES REPEALED: (List below the ordinances that are repealed by this legislation.)

REPEAL #1: _____ ; REPEAL #3: _____

REPEAL #2: _____ ; REPEAL #4: _____

(Others Repealed: List All That Apply): _____

(FOR OFFICE USE ONLY):

COUNTY CODE NUMBER: _____

KEYFIELD 1 CODE: _____

KEYFIELD 2 CODE: _____

KEYFIELD 3 CODE: _____

**MEMORANDUM
FROM THE
OFFICE OF COUNTY ATTORNEY**

VIA HAND DELIVERY

DATE: August 16, 2022

To: Commissioner Pendergrass
Chair, Board of County
Commissioners

FROM: 
Michael D. Jacob
Deputy County Attorney

RE: **Ordinance No. 22-19 Amending Ordinance No. 96-09 Relating to Lee
County Garbage and Solid Waste Disposal Facilities
Agenda Item Public Hearing #1, August 16, 2022**

Attached, approved as to form, please find the original Ordinance amending Ordinance 96-09 pertaining to the Lee County Garbage and Solid Waste Disposal Facilities adopted by the Board of County Commissioners on August 16, 2022. Kindly execute the ordinance at your earliest convenience and then forward to the Minutes Department for filing and transmittal to Tallahassee.

By copy of this memorandum to Eileen Gabrick, I request that a clerk attest to the Chair's signature on the attached ordinance and return the fully executed copy with all exhibits to my attention.

Insofar as State Statute mandates that the ordinance reach Tallahassee within ten (10) days of the adoption, please expedite the above request so that the ordinance arrives in Tallahassee no later than August 26, 2022.

Also attached please find the Data Retrieval form. Kindly include this ordinance in the Lee County Ordinance History.

Thank you for your prompt attention to this matter.

MDJ/les
Attachments

VIA EMAIL ONLY:

Laurel Chick, Manager, Internal Services
Joyce Conatser, Senior Fiscal Officer
Samantha Westen, Executive Assistant
Rose Bahena, Administrative Specialist, Senior
Eileen Gabrick, Office Manager, Minutes Department
Tina Boone, Legal Administrative Specialist, Senior (for ordinance history)

EA
8/18/22

RECEIVED
MINUTES OFFICE
2022 AUG 18 PM 4:33



AGENDA ITEM REPORT

DATE: August 16, 2022
DEPARTMENT: County Attorney
REQUESTER: Amanda Swindle
TITLE: Conduct Public Hearing to Amend Solid Waste MSBU/MSTU Ordinance 96-09

I. MOTION REQUESTED

Conduct public hearing to adopt an ordinance amending the Lee County Solid Waste MSBU/MSTU Ordinance 96-09 to convert the City of Cape Coral from an MSTU to an MSBU.

II. ITEM SUMMARY

Establishes a Municipal Service Benefit Unit (MSBU) for recovery of costs associated with Lee County Waste Disposal and Management Facilities from residential and commercial properties within the City of Cape Coral. The city asked to abolish the Municipal Service Taxing Unit (MSTU) created under Ordinance 96-09 in order to streamline administration and better allocate costs. This action will make Cape Coral consistent with the other municipalities in Lee County.

III. BACKGROUND AND IMPLICATIONS OF ACTION

A) Board Action and Other History

B) Policy Issues

C) BoCC Goals

D) Analysis

Pursuant to an Interlocal Agreement between Lee County and several municipalities, the pro-rata costs of operating and maintaining the several Lee County Waste Disposal and Management Facilities are recovered from customers within those municipalities. Ordinance 96-09 establishes the method of recovery, creating an MSBU for the City of Fort Myers, the Town of Fort Myers Beach, and the City of Sanibel. The City of Bonita Springs and the Village of Estero, having incorporated after adoption of the MSBU, are also included therein.

The City of Cape Coral, however, is the only municipality assessed under an MSTU. An MSTU allocates costs via a millage rate, meaning that the assessment will depend on the value of the property. An MSBU assesses a dollar amount depending on the type of property and is both easier to administer and results in a more proportional allocation of costs.

Cape Coral has now adopted City Ordinance 45-21, consenting to be assessed under an MSBU, and staff is in agreement that this change will create a more efficient and equitable process.

E) Options

IV. FINANCIAL INFORMATION

A)	Current year dollar amount of item:	No funding required.
B)	Is this item approved in the current budget?	N/A
C)	Is this a revenue or expense item?	N/A
D)	Is this Discretionary or Mandatory?	Discretionary
E)	Will this item impact future budgets? If yes, please include reasons in III(D) above.	No
F)	Fund: 40100 Program: Solid Waste Project: N/A Account Strings: N/A	
G)	Fund Type?	Enterprise
H)	Comments:	

V. RECOMMENDATION

Approve

VI. TIMING/IMPLEMENTATION

VII. FOLLOW UP

ATTACHMENTS:

Description	Upload Date	Type
Ordinance Amending SW Ordinance 96-09	7/26/2022	Ordinance
FAIS Form	7/26/2022	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
County Attorney	Wesch, Richard Wm.	Approved	8/3/2022 - 1:18 PM
Budget Services	Henkel, Anne	Approved	8/4/2022 - 8:36 AM
Budget Services	Winton, Peter	Approved	8/4/2022 - 10:29 AM
County Attorney	Swindle, Amanda	Approved	8/4/2022 - 11:30 AM
County Manager	Salyer, Glen	Approved	8/9/2022 - 12:56 PM