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COVID-19 NOTICE:

The May 5, 2021 Village Council Meeting will be conducted physically in Council Chambers at Village Hall, 9401 Corkscrew Palms Circle, with an opportunity to participate virtually. The meeting will be broadcasted live via the Village of Estero website link: <https://estero-fl.gov/council/watch-meetings-online/>. Access in Council Chambers will be limited in order to comply with the safety instructions relating to COVID-19. Please see page 4 of this agenda for further information and instructions for public participation.

AGENDA

VILLAGE COUNCIL MEETING

9401 Corkscrew Palms Circle, Estero, Florida

May 5, 2021 9:30 a.m.

Village Council: District 1 – Joanne Ribble; District 2 – Larry Fiesel; District 3 – Jon McLain, Vice Mayor; District 4 – Katy Errington, Mayor; District 5 – James Boesch; District 6 – Jim Ward; District 7 – Jim Wilson

1. CALL TO ORDER

INVOCATION – (Father Hugh McGuigan from Our Lady of Light)

PLEDGE OF ALLEGIANCE

ROLL CALL

2. APPROVAL OF AGENDA, ADDITIONS, AND DELETIONS

3. PUBLIC COMMENT ON NON-AGENDA ITEMS

4. CONSENT AGENDA:

(a) April 21, 2021 Council Meeting Minutes

(b) Financial Report March 2021

(c) Consultant to Provide Finance Director Services

5. CONSIDERATION OF ITEMS DEFERRED FROM CONSENT AGENDA

6. ACTION ITEMS:

(a) Septic to Sewer Program Management Contract

Recommended Action: Approve award of Contract to Woodard & Curran in the amount of \$159,000.

Also approve a contingency fund amount of \$15,900 (an amount equal to 10% of the total project cost) to cover unforeseen circumstances which may occur.

Authorize the Village Manager to execute the contract and any other related ancillary documents on behalf of the Village of Estero Council.

Financial Impact: Fiscal impact is \$174,900 which included the contract amount of \$159,000 plus a 10% contingency of \$15,900.

The Fiscal Year 2020-2021 budget for Water & Sewer Expansion is \$257,400.

(b) Consider acceptance of North Commons Drive and Walden Center Drive North as Village maintained roads, and consider interlocal agreement and Resolution No. 2021-11 to implement these actions.

Resolution No. 2021-11 a Resolution of the Village of Estero Accepting from WCI, North Commons Drive from Coconut Road to Pelican Colony Boulevard; Providing for Impact Fee Credits Pursuant to the DRI; and Providing for an Effective Date.

Recommended Action:

1. (a) Consider acceptance of North Commons Drive from Coconut Road to Pelican Colony Boulevard for maintenance as a Village-maintained road.
- (b) Issue impact fee credits in the amount of \$325,000 upon acceptance of the road.
- (c) Approve Resolution No. 2021-11 providing for impact fee credits for North Commons Drive.
2. (a) Approve Interlocal Agreement with Bayside Community Development District for maintenance of landscaping for North Commons Drive and Walden Center Drive North. Road acceptance would be contingent on meeting standards at time of construction.
- (b) Authorize engagement of engineering services firm to inspect Walden Center Drive North or alternatively to accept report of Bayside CDD's engineering firm.

Financial Impact: Issuing road impact fee credits will reduce the amount of impact fee collections (revenue) from future development. Accepting North Commons Drive for maintenance will result in some long term costs in future years. The current roadway surface is expected to last 10-15 years. Resurfacing costs are expected to be approximately \$200,000 at that time. Costs for maintenance of Walden Center Drive North are unknown at this time.

(c) Council Liaison Assignments

Recommended Action: Approve Council Liaison Assignments.

Financial Impact: None

7. SECOND READINGS

(a) Ordinance No. 2021-05 Year-round landscape irrigation conservation measures.

Ordinance No. 2021-05 an Ordinance of the Village Council of the Village of Estero, Florida; Providing for the Intent and Purpose; Providing Definitions; Providing for Applicability; Providing for Local Implementation of the Mandatory Year-Round Landscape Irrigation Conservation Measures Rule of the South Florida Water Management District (40E-24, F.A.C.); Providing for Variances; Providing for Enforcement; Providing for Codification; Providing for Conflicts; Providing for Severability; and Providing an Effective Date.

Recommended Action: Approve Ordinance No. 2021-05

Financial Impact: Minor cost associated with enforcement.

(b) Ordinance No. 2021-06 Water Shortage or Water Shortage Emergency Declarations

Ordinance No. 2021-06 an Ordinance of the Village Council of the Village of Estero, Florida; Providing for the Intent and Purpose; Providing Definitions; Providing for Applicability; Providing for The Declaration of Water Shortage or Water Shortage Emergency; Providing for Variances; Providing for Enforcement; Providing for Codification; Providing for Conflicts; Providing for Severability; and Providing an Effective Date.

Recommended Action: Approve Ordinance No. 2021-06

Financial Impact: Minor cost associated with enforcement.

8. PUBLIC COMMENT ON NON-AGENDA ITEMS

9. COUNCIL COMMUNICATIONS / FUTURE AGENDA ITEMS

10. VILLAGE ATTORNEY'S REPORT

11. VILLAGE MANAGER'S REPORT

Adjourn Regular Session and Convene Workshop Items

12. WORKSHOP ITEMS

(a) Corkscrew Road Improvements Project Update

(b) Community Development Software

13. ADJOURNMENT

COVID-19 INFORMATION AND INSTRUCTIONS

To view and/or participate in the Village Council Meeting, the following options are available:

- 1) View the meeting online, but not participate: You may watch the meeting via the Village of Estero website link: <https://estero-fl.gov/council/watch-meetings-online/>.
- 2) View the meeting online as indicated above and provide public comment prior to the meeting by utilizing the eComment Card on the Village website: <https://estero-fl.gov/ecomment-cards/>. Please fill out all required information. Comments must be received by noon on Tuesday, May 4th and they will be distributed to the Council but will not be read at the meeting.
- 3) Council Chambers will be open to the public during the meeting, in accordance with social distancing orders. Public who attend in person may speak during scheduled public comment periods. Participants are recommended to wear their own-supplied mask.

For additional information or for special assistance prior to the meeting, please contact Carol Sacco, Village Clerk at, sacco@estero-fl.gov or 239-221-5035.

If you desire to address the Council, please complete a Public Comment Card and return it to the Village Clerk. Citizens desiring to speak must step up to the podium, state their full name and address, and whom he or she represents.

ADA Assistance – Anyone needing special assistance at the Board meeting due to a disability or physical impairment should contact Village Clerk/Executive Assistant, Carol Sacco, 239-221-5035, at least 48 hours prior to the meeting.

Pursuant to Section 286.0105, Florida Statutes: “If a person decides to appeal any decision made by the board, agency, or commission with respect to any matter considered at such meeting or hearing, he or she will need a recording of the proceeding, and that, for such purpose, he or she may need to ensure that a verbatim recording of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.”

Final Action Agenda/Minutes are supplemented by audio and video recordings of the meetings, as well as transcripts. Video recordings of Village Council meetings from June 8, 2016 forward, as well as agendas, staff reports, resolutions, ordinances, and other documents related to the meetings can be viewed online at <https://estero-fl.gov/agendas/> at the corresponding meeting date.

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FINAL ACTION AGENDA/MINUTES

VILLAGE COUNCIL MEETING

**Village of Estero Council Chambers
9401 Corkscrew Palms Circle
Estero, FL 33928
April 21, 2021 9:30 a.m.**

1. CALL TO ORDER

INVOCATION: Councilmember Boesch

PLEDGE OF ALLEGIANCE: Mayor Errington.

ROLL CALL: Present: Mayor Katy Errington - District 4, Vice Mayor Jon McLain - District 3, Councilmember Joanne Ribble - District 1, Councilmember Larry Fiesel - District 2, Councilmember Jim Boesch - District 5, Councilmember Jim Ward - District 6, and Councilmember Jim Wilson - District 7 (via Zoom).

Also present: Village Manager Steve Sarkozy, Village Attorney Burt Saunders, Land Use Attorney Nancy Stroud, Deputy Village Manager Kyle Coleman, Community Development Director Mary Gibbs, Public Works Director David Willems, Deputy Village Clerk Tammy Duran, and Village Clerk Carol Sacco.

2. APPROVAL OF AGENDA, ADDITIONS, AND DELETIONS

Staff Presentation/Comments:

Burt Saunders, Village Attorney

Motion: Motion to permit Councilmember Wilson to participate remotely in Zoom Presentation.

Motion by: Vice Mayor Errington

Seconded by: Councilmember Boesch

Action: Approved to permit Councilmember Wilson to participate remotely in Zoom Presentation.

Vote: (Consensus)
Aye: Councilmembers Wilson, Boesch, Fiesel, Ward, Ribble, Vice Mayor McLain, and Mayor Errington.

Nay:

Abstentions:

Motion: Motion to approve agenda.

Motion by: Councilmember Ribble

Seconded by: Councilmember Fiesel

Action: Approved agenda.

Vote: (Roll Call)

Aye: Councilmembers Wilson, Boesch, Fiesel, Ward, Ribble, Vice Mayor McLain, and Mayor Errington.

Nay:

Abstentions:

3. PRESENTATIONS

(a) Lee County Tax Collector

Staff Presentation/Comments:
Steve Sarkozy, Village Manager

Presentation/Information by:
R. Noelle Branning, Lee County Tax Collector

Council Questions or Comments:
Councilmember Boesch and Mayor Errington.

Public Comment: None.

4. **PUBLIC COMMENT ON NON-AGENDA ITEMS:** None.

5. CONSENT AGENDA

(a) April 7, 2021 Council Meeting Minutes

Motion: Motion to approve the Consent Agenda.

Motion by: Councilmember Boesch

Seconded by: Vice Mayor McLain

Action: Approved the Consent Agenda.

Vote: (Roll Call)

Aye: Councilmembers Wilson, Boesch, Fiesel, Ward, Ribble, Vice-Mayor McLain, and Mayor Errington.

Nay:

Abstentions:

6. CONSIDERATION OF ITEMS DEFERRED FROM CONSENT AGENDA

7. ACTION ITEMS:

- (a) Interlocal Agreement with Lee County Port Authority for “Tall Structure” notification

Staff Presentation/Comments:

Steve Sarkozy, Village Manager

Council Questions or Comments:

Vice Mayor McLain.

Public Comments: None.

Motion: Motion to approve the Interlocal Agreement and forward to Lee County Port Authority for their approval and signature.

Motion by: Councilmember Wilson

Seconded by: Vice Mayor McLain

Action: Approved the Interlocal Agreement and forward to Lee County Port Authority for their approval and signature.

Vote: (Roll Call)

Aye: Councilmembers Wilson, Boesch, Fiesel, Ward, Ribble, Vice-Mayor McLain, and Mayor Errington.

Nay:

Abstentions:

- (b) Resolution No. 2021-13 Appointment of Representative and Alternate to the Lee County MPO Bicycle Pedestrian Coordinating Committee

Resolution No. 2021-13 a Resolution of the Village Council of the Village of Estero, Florida, Appointing a Representative and Alternate to the Lee County Metropolitan Planning Organization’s (MPO) Bicycle Pedestrian Coordinating Committee (BPCC); and Providing an Effective Date.

Staff Presentation/Comments:

Steve Sarkozy, Village Manager

Council Questions or Comments: None.

Public Comments: None.

Motion: Motion to approve Resolution 2021-13.

Motion by: Councilmember Ribble

Seconded by: Councilmember Boesch

Action: Approved Resolution 2021-13.

Vote: (Roll Call)

Aye: Councilmembers Wilson, Boesch, Fiesel, Ward, Ribble, Vice-Mayor McLain, and Mayor Errington.

Nay:

Abstentions:

8. FIRST READINGS

(a) Ordinance 2021-05 Year-round landscape irrigation conservation measures.

Ordinance No. 2021-05 an Ordinance of the Village Council of the Village of Estero, Florida; Providing for the Intent and Purpose; Providing Definitions; Providing for Applicability; Providing for Local Implementation of the Mandatory Year-Round Landscape Irrigation Conservation Measures Rule of the South Florida Water Management District (40E-24, F.A.C.); Providing for Variances; Providing for Enforcement; Providing for Codification; Providing for Conflicts; Providing for Severability; and Providing an Effective Date.

Staff Presentation/Comments:

Steve Sarkozy, Village Manager

Burt Saunders, Village Attorney

Council Questions or Comments:

Councilmember Boesch and Mayor Errington.

Public Comments: None.

Motion: Motion to Pass First Reading and set Second Reading for May 5, 2021 at 9:30 a.m.

Motion by: Councilmember Ward

Seconded by: Councilmember Fiesel

Action: Passed First Reading and set Second Reading for May 5, 2021 at 9:30 a.m.

Vote: (Roll Call)
Aye: Councilmembers Wilson, Boesch, Fiesel, Ward, Ribble, Vice-Mayor McLain, and Mayor Errington.
Nay:
Abstentions:

(b) Ordinance No. 2021-06 Water Shortage or Water Shortage Emergency Declarations

Ordinance No. 2021-06 an Ordinance of the Village Council of the Village of Estero, Florida; Providing for the Intent and Purpose; Providing Definitions; Providing for Applicability; Providing for The Declaration of Water Shortage or Water Shortage Emergency; Providing for Variances; Providing for Enforcement; Providing for Codification; Providing for Conflicts; Providing for Severability; and Providing an Effective Date.

Staff Presentation/Comments:

Steve Sarkozy, Village Manager

Council Questions or Comments:

Councilmember Boesch, Ward, Vice Mayor McLain, and Mayor Errington.

Public Comments: None.

Motion: Motion to Pass First Reading and set Second Reading for May 5, 2021 at 9:30 a.m.

Motion by: Councilmember Fiesel
Seconded by: Councilmember Ribble

Action: Passed First Reading and set Second Reading for May 5, 2021 at 9:30 a.m.

Vote: (Roll Call)
Aye: Councilmembers Wilson, Boesch, Fiesel, Ward, Ribble, Vice-Mayor McLain, and Mayor Errington.
Nay:
Abstentions:

9. SECOND READING

(a) Ordinance 2021-03 An Ordinance of the Village Council of the Village of Estero, Florida, Readopting and Correcting Ordinance No. 2021-01 Capital Improvement Element Schedule Update Due to Omission of Two Pages of the Village of Estero Fiscal Year 2020-2021 Capital Improvement Projects in Exhibit A; Providing for Conflict; Providing for Severability; and Providing an Effective Date.

Staff Presentation/Comments:

Steve Sarkozy, Village Manager

Council Questions or Comments: None.

Public Comments: None.

Motion: Motion to approve Ordinance 2021-03.

Motion by: Councilmember Boesch

Seconded by: Councilmember Ward

Action: Approved Ordinance 2021-03.

Vote: (Roll Call)

Aye: Councilmembers Wilson, Boesch, Fiesel, Ward, Ribble, Vice-Mayor McLain, and Mayor Errington.

Nay:

Abstentions:

10. PUBLIC COMMENT ON NON-AGENDA ITEMS: None.

11. COUNCIL COMMUNICATIONS / FUTURE AGENDA ITEMS

Councilmembers Wilson, Boesch, Vice Mayor McLain, and Mayor Errington.

11. VILLAGE ATTORNEY'S REPORT: None.

12. VILLAGE MANAGER'S REPORT: None.

Adjourn Regular Session at 10:18 am and Convene Workshop Item at 10:30 am

13. WORKSHOP ITEMS:

(a) Land Use and Zoning Procedures

Staff Presentation/Comments:

Steve Sarkozy, Village Manager

Mary Gibbs, Community Development Director

Nancy Stroud, Village Land Use Attorney

Council Questions or Comments:

Councilmembers Ward, Boesch, Ribble, Vice Mayor McLain, and Mayor Errington.

Public Comments: None.

(b) Community Development Software – Item deferred to a later date.

(c) Septic to Sewer Workshop.

Staff Presentation/Comments:

Steve Sarkozy, Village Manager
David Willems, Public Works Director
Burt Saunders, Village Attorney

Presentation/Information by:

Brent Addison, Banks Engineering
Scott Shannon, Woodard and Curran

Council Questions or Comments:

Councilmembers Ward, Boesch, Wilson, Vice Mayor McLain, and Mayor Errington.

Public Comments:

Bob Dion, ECCL

14. ADJOURNMENT at 12:40 pm

ATTEST:

VILLAGE OF ESTERO, FLORIDA

By: _____

By: _____

Carol Sacco, Village Clerk

Katy Errington, Mayor

(td/CS)

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
May 5, 2021

Agenda Item:

Financial Report for the month ended March 31, 2021.

Description:

This financial report provides details of operations for the month ending March 31, 2021 which is the six month of the 2020-2021 fiscal year. Activity year to date is trending in line with the budget through the second quarter of the fiscal year.

- *Ad valorem (real estate) taxes:* approximately \$60,443 was received this month. Collection of ad valorem taxes through March represents 97% of budget, and this collection rate is consistent with collections in 2020.
- *Esterio Parkway Improvement Project:* Over budget through the year by approximately \$215,000 with future costs to be incurred. Analyzing other capital projects that can be deferred into next year to offset budget variances.
- *Reserved Funds:* \$5,596,700 in operating reserve funds; \$670,000 in litigation deference reserve funds and \$148,000 in major road maintenance reserve funds.
- *Debt Reduction Funding:* \$6,326,969 has been allocated for Debt Reduction funding.
- *Available funds:* total funds categorized as available are \$26,379,244.

Action Requested:

Approve financial report.

Financial Impact:

There is no financial impact of this report.

Attachments:

1. Budget report



Village of Estero
 Budget Report-All Funds
 For the Month Ending March 2021

	Current Month Actual	2020-2021 Year to Date Actual	2020-2021 #2 Bud Amend- Dec Budget	2020-2021 Budget Variance	2020-2021 Year to Date Percentage	2019-2020 Year to Date Actual	Year to Date Prior Year Variance	2019-2020 12 Months Actual
Ad Valorem Taxes	60,443	4,900,219	5,075,000	(174,781)	97%	4,847,814	52,404	5,054,886
Local Communications Svcs Tax	70,802	357,282	891,700	(534,418)	40%	384,191	(26,910)	909,318
Local Business Tax	729	4,517	21,900	(17,383)	21%	4,854	(337)	19,624
Franchise Fees-Electric	159,555	842,833	2,130,400	(1,287,567)	40%	885,096	(42,263)	2,121,895
Franchise Fees-Solid Waste	-	41,259	161,100	(119,841)	26%	39,882	1,377	158,137
Rev Sharing Sales tax	48,706	292,236	412,300	(120,064)	71%	292,826	(589)	583,901
Mobile Home License	202	2,259	2,800	(541)	81%	1,834	425	2,809
Alcohol Beverage Tax	-	4,853	32,300	(27,447)	15%	745	4,108	33,987
Half Cent Sales Tax	262,803	1,224,725	1,919,800	(695,075)	64%	1,193,593	31,132	2,675,131
Fines & Forfeitures	40	171	500	(329)	34%	447	(276)	920
Interest Income	325	1,659	32,400	(30,741)	5%	163,307	(161,648)	183,392
Rental income	3,000	21,000	36,000	(15,000)	58%	30,000	(9,000)	51,000
Miscellaneous Revenue	8,854	8,854	25,000	(16,146)	35%	253	8,602	11,710
Administrative Fee	1,371	11,055	20,000	(8,945)	55%	37,930	(26,875)	54,171
Cost Recovery-Admin Charge	1,550	5,550	10,000	(4,450)	56%	8,950	(3,400)	14,000
Lee Cty Clerk Recording Fees	-	-	-	-	0%	-	-	5,208
Dev & Zoning-Fixed Fees	2,490	35,416	45,000	(9,584)	79%	25,867	9,549	52,869
Dev & Zoning-Cost Recovery Fee	15,129	55,878	48,800	7,078	115%	12,420	43,458	47,619
Planning-Miscellaneous Revenue	7,601	28,566	-	28,566	100%	19,729	8,837	39,860
Code Comp & Contractor License	171	343	7,000	(6,657)	5%	32,040	(31,697)	32,242
Local Option Gas Tax-1-6 Cent	42,421	207,875	432,500	(224,625)	48%	213,729	(5,853)	496,117
ROW Permits	-	500	1,500	(1,000)	33%	650	(150)	2,750
Rev Sharing-Fuel Tax	14,230	85,379	123,400	(38,021)	69%	85,747	(368)	170,815
FDOT US 41 Light Maintenance	-	-	122,080	(122,080)	0%	-	-	118,525
Covid Cares-Covid	539,919	539,919	411,600	128,319	131%	-	539,919	42,034
WCIND Marine Patrol Revenue	-	-	11,860	(11,860)	0%	-	-	544
FEMA-Federal Share	-	-	-	-	0%	6,547	(6,547)	6,547
FEMA-State Share	-	-	-	-	0%	(3,273)	3,273	(3,273)
Total Revenues-General Fund	1,240,342	8,672,348	11,974,940	(3,302,592)	72%	8,285,175	387,172	12,886,737
Building Fees	87,319	440,318	979,000	(538,682)	45%	591,180	(150,862)	1,147,131
Surcharge Fee Retained	-	615	3,300	(2,685)	19%	1,669	(1,053)	3,329
Convenience Fee	2,807	15,197	15,000	197	101%	11,692	3,505	28,982
Interest income	13	69	1,000	(931)	7%	2,411	(2,342)	3,051
Total Revenues-Building Fee Fund	90,139	456,200	998,300	(542,100)	46%	606,952	(150,752)	1,182,493
Interest Income	94	501	10,000	(9,499)	5%	34,835	(34,334)	38,645
Proceeds from Sale of Asset	-	-	-	-	0%	-	-	996,685
Total Revenues-Debt Serv	94	501	10,000	(9,499)	5%	34,835	(34,334)	1,035,330



Village of Estero
 Budget Report-All Funds
 For the Month Ending March 2021

	Current Month Actual	2020-2021 Year to Date Actual	2020-2021 #2 Bud Amend- Dec Budget	2020-2021 Budget Variance	2020-2021 Year to Date Percentage	2019-2020 Year to Date Actual	Year to Date Prior Year Variance	2019-2020 12 Months Actual
Local Option Gas Tax 1-5 Cent	32,925	153,575	316,000	(162,425)	49%	157,483	(3,908)	361,467
Interest Income-Gas Tax	23	115	5,910	(5,795)	2%	4,642	(4,527)	5,933
Lee Cty Funding-Estero Prkway	-	-	2,196,000	(2,196,000)	0%	-	-	-
Developer Contributions-Inters	-	180,653	974,600	(793,947)	19%	-	180,653	89,307
FDOT Funding-US 41 Landscaping	-	-	134,490	(134,490)	0%	-	-	652,566
Road Imp Fee-Residential	29,988	217,444	200,000	17,444	109%	362,892	(145,448)	549,336
Road Imp Fees-Commercial	-	80,394	200,000	(119,606)	40%	304,061	(223,668)	590,570
Park Imp Fees-Residential	4,605	23,814	60,000	(36,186)	40%	41,445	(17,631)	62,935
Park Imp Fee-Commercial	-	9,296	110,000	(100,704)	8%	223,104	(213,808)	230,076
Interest Income-Rd Impact	133	716	30,930	(30,214)	2%	62,026	(61,310)	68,164
Interest Income-Com Prk Impact	2	9	470	(461)	2%	8,317	(8,308)	8,988
Interest Income-Reg Prk Impact	-	-	-	-	0%	7,327	(7,327)	7,915
Interest Inc-Com Prk Contri	2	8	100	(92)	8%	289	(281)	363
Interest Inc-Public Land	2	12	970	(958)	1%	1,213	(1,202)	1,510
Interest Income-Park Imp	7	35	3,620	(3,585)	1%	1,345	(1,310)	1,639
	-	-	-	-	-	-	-	-
Total Revenues-Capital Projects Fund	67,686	666,070	4,233,090	(3,567,020)	16%	1,174,145	(508,075)	2,630,770
	-	-	-	-	-	-	-	-
Total Revenues-All Funds	1,398,260	9,795,118	17,216,330	(7,421,212)	57%	10,101,106	(305,988)	17,735,329
Debt Serv Fd Trans from Gen Fd	-	2,515,197	2,515,800	(603)	100%	1,484,994	1,030,203	2,515,197
Proceeds from Debt Issue	-	-	-	-	0%	-	-	-
Cap Projects Trans from Gen Fd	321,067	1,007,129	3,837,010	(2,829,881)	26%	1,581,772	(574,642)	5,162,053
Cap Project Trans fromDebtServ	-	-	-	-	0%	-	-	1,000,000
	-	-	-	-	0%	-	-	-
	-	-	-	-	-	-	-	-
Total Revenues and Other Financing Sources-All Funds	1,719,328	13,317,444	23,569,140	(10,251,696)	57%	13,167,871	149,573	26,412,580
Executive Salaries	10,205	61,987	124,300	62,313	50%	62,139	152	124,277
FICA Taxes	781	4,742	9,600	4,858	49%	4,754	12	9,507
Workers Comp	41	104	300	196	35%	55	(49)	183
Unemployment Comp	133	837	2,000	1,163	42%	737	(100)	1,574
Travel and Per Diem	54	54	22,000	21,946	0%	1,989	1,935	2,011
Books Pub & Memberships	-	5,934	5,000	(934)	119%	5,332	(602)	5,385
Training	-	16	2,000	1,984	1%	1,929	1,913	1,629
	-	-	-	-	-	-	-	-
<i>Total Village Council</i>	<i>11,213</i>	<i>73,674</i>	<i>165,200</i>	<i>91,526</i>	<i>45%</i>	<i>76,934</i>	<i>3,260</i>	<i>144,566</i>



Village of Estero

Budget Report-All Funds
For the Month Ending March 2021

	Current Month <u>Actual</u>	2020-2021 Year to Date <u>Actual</u>	2020-2021 #2 Bud Amend- Dec Budget	2020-2021 Budget <u>Variance</u>	2020-2021 Year to Date <u>Percentage</u>	2019-2020 Year to Date <u>Actual</u>	Year to Date Prior Year <u>Variance</u>	2019-2020 12 Months <u>Actual</u>
Executive Salary	30,890	94,440	204,700	110,260	46%	92,201	(2,238)	201,497
Car Allowance	554	3,402	7,200	3,798	47%	3,442	40	7,239
Regular Salaries & Wages	13,942	88,823	162,400	73,577	55%	65,555	(23,268)	152,524
FICA Taxes	2,261	11,441	24,400	12,959	47%	9,611	(1,830)	22,950
Retirement Contributions	3,023	19,186	38,600	19,414	50%	14,987	(4,199)	32,459
Group Insurance	13,470	48,492	84,000	35,508	58%	37,084	(11,408)	70,324
Worker's Compensation	108	277	800	523	35%	128	(150)	426
Unemployment Comp	48	566	900	334	63%	479	(87)	1,032
Miscellaneous Professional Srv	2,250	7,750	75,000	67,250	10%	2,375	(5,375)	6,950
Communication Services	5,250	15,750	32,760	17,010	48%	15,750	-	31,500
Miscellaneous Contractual Srvs	-	-	35,000	35,000	0%	-	-	1,900
Travel & Per Diem	76	474	12,000	11,526	4%	3,462	2,988	3,462
Public Relations	1,500	4,500	15,000	10,500	30%	11,650	7,150	16,708
Books Pub & Memberships	375	1,314	3,000	1,686	44%	960	(354)	2,600
Training	-	1,865	4,000	2,135	47%	185	(1,680)	185
	-	-	-	-	-	-	-	-
<i>Total Village Manager</i>	<u>73,748</u>	<u>298,280</u>	<u>699,760</u>	<u>401,480</u>	43%	<u>257,869</u>	<u>(40,411)</u>	<u>551,757</u>
Village Attorney	18,463	75,058	150,000	74,942	50%	57,536	(17,522)	173,217
Land Use Legal	11,352	31,594	85,000	53,406	37%	24,773	(6,821)	81,163
Comprehensive Plan Legal	-	-	15,000	15,000	0%	1,170	1,170	2,115
Code Enforcement Legal	65	65	12,000	11,936	1%	6,429	6,364	7,676
Land Dev Code Legal	4,331	12,890	15,000	2,110	86%	-	(12,890)	20,706
Miscellaneous legal	-	-	-	-	0%	7,899	7,899	-
Other Special Legal	-	-	-	-	0%	18,059	18,059	4,449
	-	-	-	-	-	-	-	-
<i>Total Village Attorney</i>	<u>34,209</u>	<u>119,606</u>	<u>277,000</u>	<u>157,394</u>	43%	<u>115,865</u>	<u>(3,741)</u>	<u>289,325</u>
Regular Salaries & Wages	2,775	17,681	131,600	113,919	13%	61,668	43,987	103,836
FICA Taxes	212	1,353	10,100	8,747	13%	4,702	3,349	7,919
Retirement Contributions	-	-	10,500	10,500	0%	4,237	4,237	6,459
Group Insurance	-	-	15,000	15,000	0%	6,529	6,529	9,033
Worker's Compensation	41	104	300	196	35%	55	(49)	183
Unemployment Compensation	31	258	600	342	43%	259	1	520
Codification	3,025	3,025	25,000	21,975	12%	-	(3,025)	4,840
Election Services	-	-	70,000	70,000	0%	-	-	-
Travel & Per Diem	-	-	1,000	1,000	0%	-	-	-
Legal Notices	2,404	2,770	5,000	2,230	55%	-	(2,770)	2,435
Book, Pub & Membership	50	150	500	350	30%	170	20	170
Training	-	79	100	21	79%	-	(79)	-
	-	-	-	-	-	-	-	-
<i>Total Village Clerk</i>	<u>8,539</u>	<u>25,420</u>	<u>269,700</u>	<u>244,280</u>	9%	<u>77,620</u>	<u>52,200</u>	<u>135,395</u>



Village of Estero

Budget Report-All Funds
For the Month Ending March 2021

	Current Month <u>Actual</u>	2020-2021 Year to Date <u>Actual</u>	2020-2021 #2 Bud Amend- Dec Budget	2020-2021 Budget <u>Variance</u>	2020-2021 Year to Date <u>Percentage</u>	2019-2020 Year to Date <u>Actual</u>	Year to Date Prior Year <u>Variance</u>	2019-2020 12 Months <u>Actual</u>
Regular Salaries & Wages	10,903	88,606	283,100	194,494	31%	120,498	31,892	260,266
FICA Taxes	834	6,728	21,700	14,972	31%	9,113	2,385	19,690
Retirement Contributions	-	2,308	13,100	10,792	18%	5,308	3,000	11,206
Group Insurance	-	6,057	23,700	17,643	26%	10,399	4,342	19,767
Worker's Compensation	81	208	600	392	35%	91	(117)	304
Unemployment Compensation	66	514	1,100	586	47%	471	(43)	951
Accounting Services	19,607	42,024	5,000	(37,024)	840%	-	(42,024)	-
Auditing & Actuarial Services	20,000	24,500	38,000	13,500	64%	29,750	5,250	31,000
Consulting Services	-	-	-	-	0%	2,718	2,718	-
Travel & Per Diem	-	-	1,200	1,200	0%	-	-	-
Books, Publications & Members	-	293	800	507	37%	-	(293)	779
Training	-	-	1,200	1,200	0%	50	50	1,504
	-	-	-	-	-	-	-	-
<i>Total Finance</i>	<i>51,491</i>	<i>171,239</i>	<i>389,500</i>	<i>218,261</i>	<i>44%</i>	<i>178,400</i>	<i>7,161</i>	<i>345,467</i>
Regular Salaries & Wages	14,855	107,146	187,500	80,354	57%	92,759	(14,387)	192,688
FICA Taxes	3,122	8,084	14,400	6,316	56%	7,002	(1,083)	14,477
Retirement Contributions	2,502	13,204	19,700	6,496	67%	8,087	(5,117)	17,071
Group Insurance	9,127	30,024	37,300	7,276	80%	15,670	(14,354)	31,074
Worker's Compensation	420	1,075	2,300	1,225	47%	492	(583)	1,644
Unemployment Compensation	58	505	600	95	84%	413	(91)	811
Land Development Code	8,740	37,449	40,000	2,551	94%	46,208	8,759	130,680
Comp Plan/Land Dev Regulations	-	-	30,000	30,000	0%	16,830	16,830	16,830
Growth Model Srvs	-	-	10,000	10,000	0%	-	-	-
Development Srvc Manager	850	12,200	85,000	72,800	14%	16,140	3,940	50,817
Misc Professional Services	-	-	65,000	65,000	0%	210	210	210
Economic Development	-	27,500	60,000	32,500	46%	27,500	-	27,500
Travel & Per Diem	-	-	2,000	2,000	0%	-	-	-
Legal Notices-Plan & Zoning	696	3,861	6,000	2,139	64%	2,704	(1,157)	2,953
Books, Pub & Memberships	-	712	5,000	4,288	14%	3,604	2,892	4,329
Training	-	-	600	600	0%	50	50	218
	-	-	-	-	0%	-	-	-
	-	-	-	-	-	-	-	-
<i>Total Development Services</i>	<i>40,370</i>	<i>241,760</i>	<i>565,400</i>	<i>323,640</i>	<i>43%</i>	<i>237,669</i>	<i>(4,091)</i>	<i>491,303</i>
Cost Recovery-Wages	10,949	43,972	43,900	(72)	100%	8,852	(35,120)	25,904
Cost Recovery FICA Taxes	1,014	3,298	3,400	102	97%	667	(2,631)	1,950
Cost Recovery Worker's Comp	-	-	1,200	1,200	0%	-	-	-
Cost Recovery Unemploy Comp	-	-	300	300	0%	-	-	-
Cost Recovery Prof Services	3,167	8,609	-	(8,609)	100%	2,901	(5,708)	19,765
Planning & Zoning-Fixed Fee	53,635	139,973	350,000	210,027	40%	107,197	(32,777)	290,787
Filling Fees and Charges	-	-	-	-	0%	-	-	5,289
	-	-	-	-	0%	-	-	-
	-	-	-	-	-	-	-	-
<i>Planning, Zoning and Development Review Services</i>	<i>68,764</i>	<i>195,851</i>	<i>398,800</i>	<i>202,949</i>	<i>49%</i>	<i>119,616</i>	<i>(76,235)</i>	<i>343,695</i>



Village of Estero
 Budget Report-All Funds
 For the Month Ending March 2021

	Current Month <u>Actual</u>	2020-2021 Year to Date <u>Actual</u>	2020-2021 #2 Bud Amend- Dec Budget	2020-2021 Budget <u>Variance</u>	2020-2021 Year to Date Percentage	2019-2020 Year to Date <u>Actual</u>	Year to Date Prior Year <u>Variance</u>	2019-2020 12 Months <u>Actual</u>
Special Magistrate Srvs	1,100	3,038	16,000	12,963	19%	6,213	3,175	8,913
Code Compliance Contract Srvs	22,517	58,764	154,000	95,236	38%	56,417	(2,347)	139,621
Other Chrges-Filing Fees	-	21	1,200	1,180	2%	246	226	311
	-	-	-	-	0%	-	-	-
<i>Total Code Compliance Services</i>	<u>23,617</u>	<u>61,822</u>	<u>171,200</u>	<u>109,378</u>	36%	<u>62,876</u>	<u>1,053</u>	<u>148,845</u>
Lee Cty Animal Control Srvs	-	-	38,000	38,000	0%	-	-	37,932
	-	-	-	-		-	-	-
<i>Total Animal Control</i>	<u>-</u>	<u>-</u>	<u>38,000</u>	<u>38,000</u>	0%	<u>-</u>	<u>-</u>	<u>37,932</u>
Flood Plain-Com Rating System	5,625	11,824	150,000	138,176	8%	14,623	2,799	27,031
NPDES Compliance	-	-	5,000	5,000	0%	825	825	983
Water Level & Quality Monitor	35,093	38,366	130,000	91,634	30%	11,566	(26,801)	57,467
Water & Sewer Expansion	-	-	257,400	257,400	0%	19,130	19,130	-
Estero River Maintenance	-	250	30,000	29,750	1%	19,785	19,535	50,060
Miscellaneous Stormwate Maint	-	12,373	123,500	111,128	10%	-	(12,373)	51,150
Water Quality Joint Advocacy	-	5,000	5,000	-	100%	5,000	-	5,000
	-	-	-	-	0%	-	-	-
	-	-	-	-	0%	-	-	-
	-	-	-	-	0%	-	-	-
<i>Total Public Works/ Physical Environment</i>	<u>40,718</u>	<u>67,812</u>	<u>700,900</u>	<u>633,088</u>	10%	<u>70,928</u>	<u>3,116</u>	<u>191,691</u>



Village of Estero
 Budget Report-All Funds
 For the Month Ending March 2021

	Current Month <u>Actual</u>	2020-2021 Year to Date <u>Actual</u>	2020-2021 #2 Bud Amend- Dec Budget	2020-2021 Budget <u>Variance</u>	2020-2021 Year to Date <u>Percentage</u>	2019-2020 Year to Date <u>Actual</u>	Year to Date Prior Year <u>Variance</u>	2019-2020 12 Months <u>Actual</u>
Public Works Wages	12,994	79,262	186,600	107,338	42%	76,556	(2,706)	167,086
FICA Taxes	950	5,795	14,300	8,505	41%	5,615	(180)	12,272
Retirement Contribution	1,006	6,176	13,400	7,224	46%	5,456	(721)	11,517
Group Insurance	5,605	20,269	35,200	14,931	58%	15,457	(4,813)	29,476
Worker's Compensation	664	1,699	5,100	3,401	33%	1,002	(696)	3,349
Unemployment Compensation	31	343	600	257	57%	395	52	808
Traffic Counts	6,250	6,250	16,500	10,250	38%	-	(6,250)	11,760
Coconut Traffic Study	-	-	-	-	0%	1,476	1,476	-
Village Traffic Study	-	-	-	-	0%	1,000	1,000	-
Misc Professional Services	17,804	35,494	50,000	14,506	71%	22,810	(12,684)	163,910
Misc Engineering Srvc	-	683	-	(683)	100%	5,625	4,942	-
Misc Construction Services	1,400	8,015	60,000	51,985	13%	-	(8,015)	78,531
Bridge Maintenance	-	-	10,000	10,000	0%	-	-	-
Irrigation Maintenance	585	2,305	-	(2,305)	100%	11,189	8,884	13,619
Landscape Maintenance	-	2,020	138,600	136,580	1%	7,040	5,020	19,125
Minor Paving Services	-	-	-	-	0%	28,191	28,191	-
Mowing Maintenance	18,870	47,975	-	(47,975)	100%	27,250	(20,725)	101,230
Ditch Maintenance	-	-	-	-	0%	23,850	23,850	-
Street Light Maintenance	473	3,988	65,100	61,112	6%	8,307	4,318	25,862
Street Sweeping Services	2,960	7,320	22,000	14,680	33%	8,800	1,480	19,510
Traffic Sign Maintenance	-	-	-	-	0%	2,620	2,620	4,180
Traffic Signal Maintenance	13,116	15,618	5,000	(10,618)	312%	2,418	(13,199)	4,336
Right-of-Way Permit Review	1,054	7,083	15,000	7,917	47%	2,555	(4,527)	6,114
Railroad Maintenance	-	18,000	18,000	-	100%	18,000	-	18,000
Misc Landscape Projects	-	1,599	-	(1,599)	100%	7,640	6,041	-
Resurf/Drainage-Poinciana Trai	-	51,857	103,870	52,013	50%	-	(51,857)	386,370
Road Maintenance	-	-	120,000	120,000	0%	-	-	-
US41 Traffic Signal Maint	-	-	30,000	30,000	0%	-	-	-
US41 Landscape Maint	-	-	22,900	22,900	0%	-	-	-
Travel	148	916	5,000	4,084	18%	1,949	1,032	4,066
Communications	43	207	500	293	41%	195	(13)	512
Utilities	5,446	23,762	35,270	11,508	67%	15,258	(8,503)	40,890
Equipment & leases	212	1,242	2,500	1,258	50%	1,059	(183)	2,151
Street Light Insurance	3,214	6,429	16,500	10,072	39%	-	(6,429)	3,214
Operating Supplies	712	1,283	3,000	1,717	43%	1,056	(227)	1,603
Books, Publications & Members	-	210	1,500	1,290	14%	-	(210)	1,187
Training	-	427	2,000	1,573	21%	349	(78)	349
	-	-	-	-	0%	-	-	-
	-	-	-	-	0%	-	-	-
	-	-	-	-	-	-	-	-
<i>Total Public Works/ Transportation</i>	<i>93,538</i>	<i>356,226</i>	<i>998,440</i>	<i>642,214</i>	<i>36%</i>	<i>303,117</i>	<i>(53,109)</i>	<i>1,131,528</i>



Village of Estero
 Budget Report-All Funds
 For the Month Ending March 2021

	Current Month <u>Actual</u>	2020-2021 Year to Date <u>Actual</u>	2020-2021 #2 Bud Amend- Dec Budget	2020-2021 Budget <u>Variance</u>	2020-2021 Year to Date Percentage	2019-2020 Year to Date <u>Actual</u>	Year to Date Prior Year <u>Variance</u>	2019-2020 12 Months <u>Actual</u>
Webmaster Svcs & Maintenance	500	2,647	9,000	6,354	29%	2,692	46	8,030
Software Licensing	2,186	10,314	30,000	19,686	34%	16,954	6,640	32,575
Information Technology Svcs	19,917	50,221	125,000	74,779	40%	49,151	(1,070)	130,296
Tech Development Services	-	-	-	-	0%	6,394	6,394	8,525
Small tools & equipment	-	-	13,800	13,800	0%	-	-	-
Capital Outlay	-	-	10,000	10,000	0%	-	-	4,416
	-	-	-	-	0%	-	-	-
<i>Total Information Technology</i>	<i>22,604</i>	<i>63,181</i>	<i>187,800</i>	<i>124,619</i>	<i>34%</i>	<i>75,191</i>	<i>12,010</i>	<i>183,842</i>
Lee Cty Law Enforcement	576	2,688	10,000	7,312	27%	2,384	(304)	4,124
	-	-	-	-	-	-	-	-
<i>Total Law Enforcement/ Security</i>	<i>576</i>	<i>2,688</i>	<i>10,000</i>	<i>7,312</i>	<i>27%</i>	<i>2,384</i>	<i>(304)</i>	<i>4,124</i>
Parks Master Plan	-	-	-	-	0%	40,445	40,445	40,445
YMCA Operating Agreement	4,990	31,940	63,000	31,060	51%	-	(31,940)	26,750
Utilities	251	3,224	6,000	2,776	54%	1,349	(1,875)	5,668
Equipment Rent & Leases	-	-	1,100	1,100	0%	-	-	667
Repairs & Maint	90	2,350	20,000	17,651	12%	4,913	2,563	21,314
	-	-	-	-	0%	-	-	-
	-	-	-	-	0%	-	-	-
	-	-	-	-	-	-	-	-
<i>Total Parks & Recreation</i>	<i>5,331</i>	<i>37,513</i>	<i>90,100</i>	<i>52,587</i>	<i>42%</i>	<i>46,707</i>	<i>9,194</i>	<i>94,844</i>
Lobbying Services	2,500	12,500	30,000	17,500	42%	12,500	-	30,000
State Administrative Fees	536	3,036	9,500	6,464	32%	2,863	(173)	9,360
Tax Collector Fees	-	1,850	3,750	1,900	49%	1,818	(32)	1,818
Audio Visual Services	2,159	15,821	46,000	30,179	34%	13,010	(2,811)	26,136
Misc Contractual Svcs	-	-	250,000	250,000	0%	-	-	-
Communications	381	1,890	5,000	3,110	38%	1,689	(201)	4,251
Freight & Postage	479	1,138	3,500	2,362	33%	916	(222)	2,171
Utilities	1,159	13,273	17,500	4,227	76%	7,323	(5,950)	15,671
Equipment Rental & Leases	694	6,116	10,000	3,884	61%	4,200	(1,916)	9,433
Office Lease-Corkscrew Palms	19,444	114,549	257,400	142,851	45%	114,865	316	230,016
Insurance	16,542	33,083	78,700	45,617	42%	38,940	5,857	74,952
Repairs & Maintenance	(1,374)	7,094	20,000	12,906	35%	6,648	(446)	16,970
Printing	-	-	1,500	1,500	0%	146	146	146
Bank Charges	-	-	-	-	0%	310	310	-
Contingency	-	-	154,200	154,200	0%	-	-	-
Office Supplies	208	2,096	6,500	4,404	32%	2,438	341	4,214
Operating Supplies	5,650	14,830	11,000	(3,830)	135%	4,127	(10,703)	12,143
Books Pub & Membership	-	-	2,000	2,000	0%	-	-	141
Capital Outlay	350	350	-	(350)	100%	-	(350)	-
	-	-	-	-	-	-	-	-
<i>Total General Government</i>	<i>48,728</i>	<i>227,627</i>	<i>906,550</i>	<i>678,923</i>	<i>25%</i>	<i>211,791</i>	<i>(15,836)</i>	<i>437,421</i>



Village of Estero
 Budget Report-All Funds
 For the Month Ending March 2021

	Current Month <u>Actual</u>	2020-2021 Year to Date <u>Actual</u>	2020-2021 #2 Bud Amend- Dec Budget	2020-2021 Budget <u>Variance</u>	2020-2021 Year to Date Percentage	2019-2020 Year to Date <u>Actual</u>	Year to Date Prior Year <u>Variance</u>	2019-2020 12 Months <u>Actual</u>
Covid Contractual Expenditures	-	192,496	185,400	(7,096)	104%	-	(192,496)	-
Repair and Maintenance	600	3,000	-	(3,000)	100%	-	(3,000)	3,690
Covid Supplies	-	304,409	226,200	(78,209)	135%	-	(304,409)	499
Capital Outlay	-	-	-	-	0%	-	-	37,990
Total COVID	600	499,905	411,600	(88,305)	121%	-	(499,905)	42,179
Lee Cty Marine Patrol	-	-	43,860	43,860	0%	544	544	544
Total Lee County Marine Patrol	-	-	43,860	43,860	0%	544	544	544
IRMA-Professional Service	-	-	10,000	10,000	0%	-	-	-
IRMA Debris Removal	-	-	-	-	0%	69,504	69,504	69,504
	-	-	-	-	0%	-	-	-
	-	-	-	-	0%	-	-	-
	-	-	-	-	0%	-	-	-
Total Hurricane Irma	-	-	10,000	10,000	0%	69,504	69,504	69,504
	-	-	-	-	-	-	-	-
Total Expenditures-General Fund	524,046	2,442,605	6,333,810	3,891,205	39%	1,907,015	(535,591)	4,643,959
Building Service Contract	153,386	401,828	954,100	552,272	42%	390,207	(11,621)	953,569
Laserfische Software	-	8,214	8,100	(114)	101%	8,088	(126)	8,088
Building IT Contract Services	847	2,136	5,300	3,164	40%	2,091	(46)	5,542
Inkforce Software	1,275	6,375	15,300	8,925	42%	6,375	-	15,300
Communications	128	601	1,400	799	43%	555	(46)	1,405
Freight & Postage	144	336	600	264	56%	280	(56)	636
Utilities	212	1,309	3,000	1,691	44%	1,336	28	2,970
Equipment Lease	718	5,023	9,800	4,777	51%	4,453	(570)	9,270
Office Lease-Corkscrew Palms	3,983	23,462	52,800	29,338	44%	23,527	65	47,112
Repairs & Maintenance	177	968	3,800	2,832	25%	1,051	83	2,479
Credit Card Fees	2,561	14,695	27,800	13,105	53%	12,539	(2,156)	30,161
Office Supplies	389	1,250	3,000	1,750	42%	1,561	311	2,829
Operating Supplies	60	70	4,800	4,730	1%	2,195	2,125	3,618
	-	-	-	-	0%	-	-	-
	-	-	-	-	-	-	-	-
Total Expenditures-Building Fee Fund	163,880	466,266	1,089,800	623,534	43%	454,257	(12,010)	1,082,979
Principal Payments	-	-	670,460	670,460	0%	-	-	1,641,295
Interest Expense	-	367,928	745,340	377,412	49%	384,994	17,066	770,587
	-	-	-	-	0%	-	-	-
	-	-	-	-	-	-	-	-
Total Expenditures-Debt Service	-	367,928	1,415,800	1,047,872	26%	384,994	17,066	2,411,882



Village of Estero
 Budget Report-All Funds
 For the Month Ending March 2021

	Current Month <u>Actual</u>	2020-2021 Year to Date <u>Actual</u>	2020-2021 #2 Bud Amend- Dec Budget	2020-2021 Budget <u>Variance</u>	2020-2021 Year to Date <u>Percentage</u>	2019-2020 Year to Date <u>Actual</u>	Year to Date Prior Year <u>Variance</u>	2019-2020 12 Months <u>Actual</u>
Estero Parkway Improvements	304,028	3,402,292	3,186,560	(215,732)	107%	709,288	(2,693,004)	4,688,942
River Ranch Rd Improvements	13,338	41,623	310,000	268,378	13%	5,500	(36,123)	145,702
Corkscrew Rd Widening	3,608	15,275	300,000	284,725	5%	-	(15,275)	32,507
Via Coconut Pt Street Lights	-	-	205,200	205,200	0%	-	-	-
Williams Rd Street Lights	-	-	57,000	57,000	0%	-	-	-
River Ranch Rd Street Lights	-	-	30,500	30,500	0%	-	-	-
Broadway Ave East Street Light	-	-	12,900	12,900	0%	-	-	-
Sandy Lane Street Lights	-	-	28,600	28,600	0%	-	-	-
	-	-	-	-	0%	-	-	-
<i>Total Roadway Projects</i>	<u>320,973</u>	<u>3,459,190</u>	<u>4,130,760</u>	<u>671,570</u>	<u>84%</u>	<u>714,788</u>	<u>(2,744,402)</u>	<u>4,867,151</u>
US41-Pelican Sound Inte Improv	-	-	132,000	132,000	0%	-	-	-
Corkscrew Rd Signal-Puente Ln	200	280	1,634,950	1,634,670	0%	46,428	46,148	76,847
Williams Rd Intersection Impro	-	-	300,000	300,000	0%	22,141	22,141	33,353
Williams Rd High School Turn	-	83,791	-	(83,791)	100%	3,744	(80,047)	423,462
Coconut Rd Improvements	-	-	117,000	117,000	0%	-	-	29,441
	-	-	-	-	-	-	-	-
<i>Total Intersection Improve Proj</i>	<u>200</u>	<u>84,071</u>	<u>2,183,950</u>	<u>2,099,879</u>	<u>4%</u>	<u>72,313</u>	<u>(11,758)</u>	<u>563,103</u>
Coconut Rd Crosswalks	5,883	55,465	150,000	94,535	37%	28,822	(26,643)	41,978
Williams Rd Bike/Sidewalks	-	-	150,000	150,000	0%	-	-	-
Intersect Safety Improv Study	-	-	110,000	110,000	0%	-	-	-
Sandy Ln Bike-Ped Improv	-	-	438,780	438,780	0%	-	-	-
Broadway E Shared Use Path	-	-	245,700	245,700	0%	-	-	-
Broadway W Bus Stop Improv	875	7,750	-	(7,750)	100%	-	(7,750)	2,650
<i>Total Bicycle & Ped Improv Proj</i>	<u>6,758</u>	<u>63,215</u>	<u>1,094,480</u>	<u>1,031,265</u>	<u>6%</u>	<u>28,822</u>	<u>(34,393)</u>	<u>44,628</u>
US 41 FDOT Landscape	-	-	199,600	199,600	0%	-	-	-
US 41 Landscaping Enhancement	10,081	21,641	114,790	93,149	19%	742,820	721,179	800,988
Monument Sign/Branding	-	-	-	-	0%	9,279	9,279	9,279
US 41 Monument Signs	-	-	156,000	156,000	0%	-	-	-
Three Oaks Prkwy Monument Signs	-	-	156,000	156,000	0%	-	-	-
Via Coconut Pt Landscap Improv	-	3,500	276,000	272,500	1%	13,750	10,250	62,390
Ben Hill Griff Pkwy Landsc Imp	-	-	130,000	130,000	0%	-	-	-
I-75 Interchange Landscaping	-	-	60,000	60,000	0%	-	-	-
Williams Rd Landscape Improv	-	-	143,000	143,000	0%	-	-	-
<i>Total Landscaping & Beauti Proj</i>	<u>10,081</u>	<u>25,141</u>	<u>1,235,390</u>	<u>1,210,249</u>	<u>2%</u>	<u>765,849</u>	<u>740,708</u>	<u>872,657</u>
Estero on River Master Plan	-	17,325	252,000	234,675	7%	-	(17,325)	24,750
Estero Com Prk Master Plan	-	-	150,000	150,000	0%	-	-	-
Estero Com Prk Expansion	-	-	738,000	738,000	0%	-	-	-
<i>Total Parks & Recreation Proj</i>	<u>-</u>	<u>17,325</u>	<u>1,140,000</u>	<u>1,122,675</u>	<u>2%</u>	<u>-</u>	<u>(17,325)</u>	<u>24,750</u>
Villages of Country Crk Bypass	-	-	192,000	192,000	0%	-	-	-
Dry Crk Bed Sediment Removal	-	-	150,000	150,000	0%	-	-	-
Estero Rvr Sediment Removal	-	-	30,000	30,000	0%	-	-	-
<i>Total Stormwater Projects</i>	<u>-</u>	<u>-</u>	<u>372,000</u>	<u>372,000</u>	<u>0%</u>	<u>-</u>	<u>-</u>	<u>-</u>



Village of Estero
 Budget Report-All Funds
 For the Month Ending March 2021

	Current Month <u>Actual</u>	2020-2021 Year to Date <u>Actual</u>	2020-2021 #2 Bud Amend- Dec Budget	2020-2021 Budget <u>Variance</u>	2020-2021 Year to Date <u>Percentage</u>	2019-2020 Year to Date <u>Actual</u>	Year to Date Prior Year <u>Variance</u>	2019-2020 12 Months <u>Actual</u>
Land Purchase-Estero on River	-	-	-	-	0%	-	-	8,500
Williams Road Property-Church	-	-	-	-	0%	-	-	3,012,288
<i>Total Land Acquisitions</i>	-	-	-	-	0%	-	-	3,020,788
<i>Total Expenditures-Capital Project Fund</i>	<u>338,012</u>	<u>3,648,942</u>	<u>10,156,580</u>	<u>6,507,638</u>	36%	<u>1,581,772</u>	<u>(2,067,170)</u>	<u>9,393,076</u>
<i>Total Expenditures-All Funds</i>	<u>1,025,938</u>	<u>6,925,742</u>	<u>18,995,990</u>	<u>12,070,248</u>	36%	<u>4,328,038</u>	<u>(2,597,704)</u>	<u>17,531,896</u>
Gen Fd Trans to Debt Service	-	2,515,197	2,515,800	603	100%	1,484,994	(1,030,203)	2,515,197
Gen Fd Trans to Cap Projects	321,067	1,007,129	3,837,010	2,829,881	26%	1,581,772	574,642	5,162,053
Debt Serv Trans toCap Projects	-	-	-	-	0%	-	-	1,000,000
CIP Tran from Gas Tax-300-000	-	(83,791)	(570,000)	(486,209)	15%	-	83,791	(456,815)
CIP Tran from RdImp 300-990	(16,945)	(56,898)	(1,744,480)	(1,687,583)	3%	-	56,898	(32,507)
CIP Tran from ComPrkIF 300-991	-	-	(118,700)	(118,700)	0%	-	-	(868,700)
CIP Tran from RegPrkIF 300-992	-	-	-	-	0%	-	-	(862,556)
CIP Tran from PubLand- 300-994	-	-	-	-	0%	-	-	(281,032)
CIP Tran from Park IF 300-995	-	-	(581,300)	(581,300)	0%	-	-	-
Gas Tax Trans to CIP-300-266	-	83,791	570,000	486,209	15%	-	(83,791)	456,815
Rd Imp Fee Trans toCIP-300-990	16,945	56,898	1,744,480	1,687,583	3%	-	(56,898)	32,507
ComPrk Imp Fee Tran to CIP-991	-	-	118,700	118,700	0%	-	-	868,700
RegPrk Imp Fee Tran to CIP-992	-	-	-	-	0%	-	-	862,556
PubLand BonusDen TrantoCIP-994	-	-	-	-	0%	-	-	281,032
Park Imp Fee Tran to CIP-995	-	-	581,300	581,300	0%	-	-	-
<i>Total Expenditures and Other Financing Uses-All Funds</i>	<u>1,347,005</u>	<u>10,448,068</u>	<u>25,348,800</u>	<u>14,900,732</u>	41%	<u>7,394,803</u>	<u>(3,053,265)</u>	<u>26,209,146</u>
<i>Excess Revenue over Expenditures</i>	<u>372,322</u>	<u>2,869,376</u>	<u>(1,779,660)</u>	<u>4,649,036</u>		<u>5,773,068</u>	<u>(2,903,692)</u>	<u>203,433</u>
Estimated Prior Year Surplus		<u>36,251,537</u>	<u>32,634,850</u>	<u>3,616,687</u>		<u>36,048,104</u>	<u>203,433</u>	<u>36,048,104</u>
<i>Fund Balance</i>		<u>39,120,913</u>	<u>30,855,190</u>	<u>8,265,723</u>		<u>41,821,172</u>	<u>(2,700,259)</u>	<u>36,251,537</u>



Village of Estero
 Budget Report-All Funds
 For the Month Ending March 2021

	Current Month <u>Actual</u>	2020-2021 Year to Date <u>Actual</u>	2020-2021 #2 Bud Amend- Dec Budget	2020-2021 Budget <u>Variance</u>	2020-2021 Year to Date Percentage	2019-2020 Year to Date <u>Actual</u>	Year to Date Prior Year <u>Variance</u>	2019-2020 12 Months <u>Actual</u>
General Fund								
Revenues	1,240,342	8,672,348	11,974,940	(3,302,592)	72%	8,285,175	387,172	12,886,737
Expenditures	<u>524,046</u>	<u>2,442,605</u>	<u>6,333,810</u>	<u>3,891,205</u>	39%	<u>1,907,015</u>	<u>(535,591)</u>	<u>4,643,959</u>
Operating Excess (deficit)	716,296	6,229,742	5,641,130	588,612		6,378,160	(148,418)	8,242,778
Transfers out to Debt Service	-	(2,515,197)	(2,515,800)	603	100%	(1,484,994)	(1,030,203)	(2,515,197)
Transfers out to Capital Projects	<u>(321,067)</u>	<u>(1,007,129)</u>	<u>(3,837,010)</u>	<u>2,829,881</u>	26%	<u>(1,581,772)</u>	<u>574,642</u>	<u>(5,162,053)</u>
	<u>395,229</u>	<u>2,707,416</u>	<u>(711,680)</u>	<u>3,419,096</u>		<u>3,311,395</u>	<u>(603,979)</u>	<u>565,528</u>
Building Fee Fund								
Revenues	90,139	456,200	998,300	(542,100)	46%	606,952	(150,752)	1,182,493
Expenditures	<u>163,880</u>	<u>466,266</u>	<u>1,089,800</u>	<u>623,534</u>	43%	<u>454,257</u>	<u>(12,010)</u>	<u>1,082,979</u>
Operating Excess (deficit)	<u>(73,741)</u>	<u>(10,067)</u>	<u>(91,500)</u>	<u>81,433</u>		<u>152,695</u>	<u>(162,761)</u>	<u>99,514</u>
Debt Service Fund								
Revenues	94	501	10,000	(9,499)	5%	34,835	(34,334)	1,035,330
Expenditures	-	367,928	1,415,800	1,047,872	26%	384,994	17,066	2,411,882
Operating Excess (deficit)	94	(367,428)	(1,405,800)	1,038,372		(350,160)	(17,268)	(1,376,553)
Debt Service Proceeds	-	-	-	-	0%	-	-	-
Transfers in from General Fund	-	2,515,197	2,515,800	(603)	100%	1,484,994	1,030,203	2,515,197
Transfers out to Capital Projects	-	-	-	-	0%	-	-	(1,000,000)
	<u>94</u>	<u>2,147,770</u>	<u>1,110,000</u>	<u>1,037,770</u>		<u>1,134,835</u>	<u>1,012,935</u>	<u>138,645</u>
Capital Projects Fund								
Revenues	67,686	666,070	4,233,090	(3,567,020)	16%	1,174,145	(508,075)	2,630,770
Expenditures	<u>338,012</u>	<u>3,648,942</u>	<u>10,156,580</u>	<u>6,507,638</u>	36%	<u>1,581,772</u>	<u>(2,067,170)</u>	<u>9,393,076</u>
Operating Excess (deficit)	(270,326)	(2,982,872)	(5,923,490)	2,940,618		(407,627)	(2,575,245)	(6,762,306)
Transfers in from Other Funds	<u>321,067</u>	<u>1,007,129</u>	<u>3,837,010</u>	<u>(2,829,881)</u>	26%	<u>1,581,772</u>	<u>(574,642)</u>	<u>6,162,053</u>
	<u>50,741</u>	<u>(1,975,743)</u>	<u>(2,086,480)</u>	<u>110,737</u>		<u>1,174,145</u>	<u>(3,149,887)</u>	<u>(600,253)</u>



Village of Estero
Budget Report-All Funds
For the Month Ending March 2021

Reserved and Available Funds Report

General Fund Reserves	\$ 5,596,700
Litigation Defense Reserve	670,000
Major Road Maintenance Reserve	148,000
Debt Reduction	<u>6,326,969</u>
Total Reserved Funds	<u>\$ 12,741,669</u>
General Fund Capital Projects	\$ 14,092,224
Building Fee Fund	793,171
Gas Tax Capital Projects	1,542,448
Developer Contribution	222,462
Road Impact Fees	8,924,346
Community Park Impact Fees	107,698
Regional Park Impact Fees	-
Estero Park Entry Contribution	100,998
Park Imp Fees	452,778
Public Land Purchase	<u>143,119</u>
Total Available Funds	<u>\$ 26,379,244</u>

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
May 5, 2021

Agenda Item:

Consultant to Provide Finance Director Services

Description:

The continued engagement of a consultant to fill the role of Finance Director.

With the departure of the Village Finance Director in November of 2020; it became necessary to engage a consultant to fill that role until the position could be filled. A Letter of Engagement with a not-to-exceed expenditure of \$50,000 was executed with CliftonLarsonAllen LLP on November 16, 2020. As expenditures for these services will soon exceed \$50,000; Council approval is required for an increase in funding to continue the engagement.

Services provided include, but are not limited to: reviews of monthly bank reconciliations, accounts payable invoices, vendor check run, and various other ongoing typical accounting services.

Staff has attached firm ownership disclosure of greater than 5% as recommended by the Village Attorney.

Action Requested:

Approve an increase to expenditures under Letter of Engagement/Village Contract EC 2020-74 with CliftonLarsonAllen LLP to a not to exceed amount of \$30,000 to continue the engagement to fill the role of Finance Director until the position is successfully filled.

Authorize the Village Manager to execute any ancillary paperwork which may be required on behalf of the Village of Estero Council.

Financial Impact:

Contract amount: Not to Exceed \$30,000.

Attachments:

1. Letter of Engagement/Village Contract EC 2020-74

2. Ownership Disclosure

Create Opportunities



November 13, 2020

Engagement letter tailored for:

Village of Estero, Florida

Prepared by:

Christopher J. Kessler, CPA

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[CLAconnect.com](https://www.claconnect.com)

WEALTH ADVISORY

OUTSOURCING

AUDIT, TAX, AND
CONSULTING

EC 2020-74

November 13, 2020

Mr. Steven Sarkozy
Village of Estero, Florida
9401 Corkscrew Palms Circle
Estero, Florida 33928

Dear Mr. Sarkozy:

We are pleased to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the services CliftonLarsonAllen LLP ("CLA," "we," "us," and "our") will provide for the Village of Estero, Florida ("you," "your," or "the Village") for the year ended September 30, 2020. The terms of our engagement **will apply to the initial and all subsequent periods, unless the agreement is changed in a communication that you and CLA both sign or terminated as permitted herein.**

Christopher Kessler, CPA is responsible for the performance of the compilation and preparation engagements and other services identified in this agreement

Scope of professional services

CLA will perform the following services for your Village:

Initial project services:

- CLA team members will work with the outgoing Finance Director before her departure date to understand the Village's processes and controls and to review the documentation and schedules that we will be reviewing and preparing over the course of the engagement.
- These services will begin upon the execution of this engagement letter.

Ongoing normal accounting services:

- These services will begin upon the execution of this engagement letter.
- Outsourced accounting functions
 - Review monthly bank reconciliation prepared by Village staff for all bank accounts of the Village and submit to Village Manager for approval.
 - Review and approve monthly reconciliations and journal entries prepared by staff.
 - Review accounts payable invoices processed by Village staff prior to submission to the Village Manager.
 - Review vendor check run and agree to approved invoices for proper amounts and coding, prior to submitting to Village Manager and Mayor for signature.
 - Review payroll reports each pay period prior to submission to the Village Manager.

- Review the ACH prepared by Village staff for retirement contribution submission prior to Village staff submitting.
- Prepare the year-end financial statements (additional information is provided below) and related audit schedules and Comprehensive Annual Financial Report for use by the Village’s auditors.
- Review the monthly Budget Report prepared by Village staff for presentation to the Village Council.
- Assist the Village with preparation of budget documents and budget amendments during the year as requested.
- Attend Council meetings as requested.
- Be available during the year to provide oversight and assistance to Village employees as it relates to matters pertaining to the role of Finance Director.
- Be available during the year to consult with you on any accounting, management or strategy matters related to the Village.
- Assist with interviews for a new finance director
- Assist with annual audit by providing supporting workpapers to auditors and answering auditor inquiries

Preparation services

As request, we will prepare the year-end financial statements and Comprehensive Annual Financial Report of the governmental activities and each major fund, which collectively comprise the basic financial statements of the Village, and the related notes to the financial statements. The year-end financial statements, including the related notes to the financial statements, will be prepared for use by the Village’s auditors.

Engagement objectives and our responsibilities

The objectives of our engagement are to:

- a. Prepare the year-end financial statements in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP) based on information provided by you.

We will conduct our preparation engagements in accordance with Statements on Standards for Accounting and Review Services (SSARSS) promulgated by the Accounting and Review Services Committee of the American Institute of Certified Public Accountants (AICPA) and comply with the AICPA’s Code of Professional Conduct, including the ethical principles of integrity, objectivity, professional competence, and due care.

Engagement procedures and limitations

We are not required to, and will not, verify the accuracy or completeness of the information provided to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion.

Accordingly, we will not express an opinion, a conclusion, nor provide any assurance on the year-end financial statements.

Our engagement cannot be relied upon to identify or disclose any misstatements in the year-end financial statements, including misstatements caused by fraud or error, or to identify or disclose any wrongdoing within the Village or noncompliance with laws and regulations. We have no responsibility to identify and communicate deficiencies in internal control as part of this engagement. You agree that we shall not be responsible for any misstatements in the Village's financial statements that we may not identify as a result of misrepresentations made to us.

Our report

The year-end financial statements prepared for use by the Village will not be accompanied by a report. However, management agrees that we are providing no assurance on them.

Management responsibilities

The financial statement engagement to be performed is conducted on the basis that management acknowledges and understands that our role is to prepare financial statements in accordance with U.S. GAAP and assist management in the presentation of the financial statements in accordance with U.S. GAAP.

We are required by professional standards to identify management's responsibilities in this agreement. Professional standards define management as the persons with executive responsibility for the conduct of the Village's operations and may include some or all of those charged with governance. Those standards require that you acknowledge and understand that management has the following overall responsibilities that are fundamental to our undertaking the engagement in accordance with SSARs:

- a. The selection of the financial reporting framework to be applied in the preparation of the financial statements.
- b. The preparation and fair presentation of the financial statements in accordance with U.S. GAAP.
- c. The presentation of the supplementary information.
- d. The presentation of the required supplementary information.
- e. The design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.
- f. The prevention and detection of fraud.
- g. To ensure that the Village complies with the laws and regulations applicable to its activities.
- h. The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the engagement.

- i. To provide us with the following:
 - i. Access to all information relevant to the preparation and fair presentation of the financial statements such as records, documentation, and other matters.
 - ii. Additional information that may be requested for the purpose of the engagement.
 - iii. Unrestricted access to persons within the Village with whom we determine it necessary to communicate.

We understand that you are engaging us to make recommendations and perform services to help you meet your responsibilities relevant to the preparation and fair presentation of the financial statements.

For all accounting services we may provide to you, including the preparation of your financial statements, management agrees to assume all management responsibilities; oversee the services; evaluate the adequacy and results of the services; ensure that your data and records are complete; and accept responsibility for the results of the services.

Fees, time estimates, and terms

Our professional fees will be billed based on the time involved and the degree of responsibility and skills required. We will also bill for expenses (including internal and administrative charges) plus a technology and client support fee of five percent (5%) of all professional fees billed. Our invoices will be rendered every two weeks as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed even if we have not issued our report. You will be obligated to compensate us for all time expended and related fees and to reimburse us for all out-of-pocket expenditures through the date of termination.

The hour rates currently in effect for our services are as follows:

Principal	\$225
Manager/Director	\$185
Senior	\$150
Staff	\$100
Administrative support	\$50

The professional fees and the related hours incurred for this service shall not exceed \$50,000. We will provide updates to the Village throughout the service so that management is aware of fees incurred to date. Should additional hours be needed in excess \$50,000, we will amend this engagement letter.

Should our rates change subsequent to the execution of this engagement letter, the rates may be adjusted as agreed to by you and CLA through an addendum to this engagement letter.

Other fees

You also agree to compensate us for any time and expenses, including time and expenses of legal counsel, we may incur in responding to discovery requests or participating as a witness or otherwise in any legal, regulatory, or other proceedings that we are asked to respond to on your behalf.

Finance charges and collection expenses

You agree that if any statement is not paid within 30 days from its billing date, the unpaid balance shall accrue interest at the monthly rate of one and one-quarter percent (1.25%), which is an annual percentage rate of 15%. In the event that any collection action is required to collect unpaid balances due us, reasonable attorney fees and expenses shall be recoverable.

Use of financial statements

The financial statements are for management's use. If you intend to reproduce and publish the financial statements, they must be reproduced in their entirety. Inclusion of the financial statements in a document, such as an annual report or an offering document, should be done only with our prior approval of the document. You are responsible to provide us the opportunity to review such documents before issuance.

We may issue preliminary drafts to you for your review. Any preliminary drafts should not be relied on or distributed.

Municipal advisors

For the avoidance of doubt, the Village is not engaging CLA as a municipal advisor, and CLA is not a municipal advisor as defined in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act or under Section 15B of the Securities Exchange Act of 1934 (the "Act"). CLA is not recommending an action to you, is not acting as an advisor to you, and does not owe a fiduciary duty pursuant to Section 15B of the Act to you with respect to the information and material contained in the deliverables issued under this engagement. You should discuss any information and material contained in the deliverables with any and all internal and external advisors that you deem appropriate before acting on this information or material.

Limitation of remedies

Our role is strictly limited to the engagement described in this letter, and we offer no assurance as to the results or ultimate outcomes of this engagement or of any decisions that you may make based on our communications with you or our reports. You agree that it is appropriate to limit the liability of CLA, its partners, principals, directors, officers, employees, and agents (each a "CLA party") and that this limitation of remedies provision is governed by the laws of the state of Florida, without giving effect to choice of law principles.

You further agree that you will not hold CLA or any other CLA party liable for any claim, cost, or damage, whether based on warranty, tort, contract, or other law, arising from or related to this agreement, the services provided under this agreement, the work product, or for any plans, actions, or results of this engagement, except to the extent authorized by this agreement. In no event shall any CLA party be liable to you for any indirect, special, incidental, consequential, punitive, or exemplary damages, or for loss of profits or loss of goodwill, costs, or attorney fees.

The exclusive remedy available to you shall be the right to pursue claims for actual damages that are directly caused by acts or omissions that are breaches by a CLA party of our duties owed under this engagement agreement, but any recovery on any such claim shall not exceed the portion of the total fees actually paid by you to CLA that corresponds to the particular service(s) that give(s) rise to the claim (i.e., the specific service(s) that a CLA party performed in such a manner as to cause CLA to be liable to you).

Time limitation

The nature of our services makes it difficult, with the passage of time, to gather and present evidence that fully and fairly establishes the facts underlying any dispute that may arise between you and any CLA party. The parties (you and CLA) agree that, notwithstanding any statute or law of limitations that might otherwise apply to a dispute, including one arising out of this agreement or the services performed under this agreement, for breach of contract or fiduciary duty, tort, fraud, misrepresentation or any other cause of action or remedy, any action or legal proceeding by you against any CLA party must be commenced as provided herein or you shall be forever barred from commencing a lawsuit or obtaining any legal or equitable relief or recovery. An action to recover on a dispute shall be commenced within the statute of limitations under Florida state statutes.

Service satisfaction

If you are not completely satisfied with the services performed by CLA, we will take reasonable corrective action to satisfy you, and then if you are not completely satisfied, we will accept a portion of the fees that reflects your level of satisfaction. Upon full payment of our invoice, we will assume you are satisfied with our work and our service commitment will have been fulfilled.

To ensure that our services remain responsive to your needs, as well as fair to both parties, we will meet with you throughout the term of the agreement and, if necessary, revise or adjust the scope of the services to be provided and the fees to be charged.

Furthermore, it is understood that either party may terminate this agreement at any time, for any reason, by giving 30 days written notice to the other party. In that event, the provisions of this agreement shall continue to apply to all services rendered prior to termination. It is understood that any unpaid fees that are owed or invoices that are outstanding at the date of termination are to be paid in accordance with the terms of this agreement.

Other provisions

Except as permitted by the "Consent" section of this agreement, CLA will not disclose any confidential, proprietary, or privileged information of the Village to any persons without the authorization of Village management or unless required by law. This confidentiality provision does not prohibit us from disclosing your information to one or more of our affiliated companies in order to provide services that you have requested from us or from any such affiliated company. Any such affiliated company shall be subject to the same restrictions on the use and disclosure of your information as apply to us.

Pursuant to authority given by law or regulation, we may be requested to make certain workpapers available to a regulator for their regulatory oversight purposes. We will notify you of any such request. Access to the requested workpapers will be provided to the regulators under the supervision of CLA personnel and at a location designated by our firm. Furthermore, upon request, we may provide copies of selected workpapers to

such regulators. The regulators may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

We will be responsible for our own property and casualty, general liability, and workers compensation insurance, taxes, professional training, and other personnel costs related to the operation of our business. We will comply with the Village's insurance provisions as included at *Attachment A* to this agreement.

When performing the services above, we will utilize the resources available at your Village to the extent practical to continue development of your personnel. During a portion of our work, we may require the use of your computers. We will try to give you advance notice and coordinate our use, so it does not interfere with your employees.

The relationship of CLA with the Village shall be solely that of an independent contractor and nothing in this agreement shall be construed to create or imply any relationship of employment, agency, partnership, or any relationship other than an independent contractor.

Accounting standards and procedures will be suggested and applied that are consistent with those normally utilized in a Village of your size and nature. Internal controls may be recommended relating to the safeguarding of the Village's assets. If fraud is initiated by your employees or other service providers, your insurance is responsible for covering any losses.

The Village agrees that CLA will not be assuming any fiduciary responsibility on your behalf during this engagement.

CLA may, at times, utilize external web applications to receive and process information from our clients; however, it is not appropriate for you to upload protected health information using such applications. All protected health information contained in a document or file that you plan to transmit to us via a web application must be redacted by you to the maximum extent possible prior to uploading the document or file. In the event that you are unable to remove or obscure all protected health information, please contact us to discuss other potential options for transmitting the document or file.

Employment provision

In the event that a CLA employee is solicited to work in a position as an employee of your Village, and in the event that the CLA employee accepts the position of employment with your Village, the following conditions will apply:

1. CLA will require a four-week notice period subsequent to the employee's written notice to CLA, and
2. The Village will be required to pay an employment fee of \$50,000 for the Principal, \$25,000 for the manager/director or senior, and \$12,500 for the staff to CLA immediately upon receipt of this notice.

If any former CLA employee shall be hired as an employee within 60 days of leaving CLA, there shall be a rebuttable presumption that the CLA employee was solicited to work as an employee of your Village and the above fee shall be payable to CLA.

Consent

Consent to use financial information

Annually, we assemble a variety of benchmarking analyses using data obtained through our client engagements. Some of this benchmarking information is published and released publicly. However, the information that we obtain is confidential, as required by the AICPA Code of Professional Conduct. Your acceptance of this engagement letter will serve as your consent to use of the Village's information in these cost comparison, performance indicator, and/or benchmarking reports.

Technology

CLA may, at times, use third-party software applications to perform services under this agreement. You authorize CLA to sign on your behalf any vendor agreements applicable to such software applications. CLA can provide a copy of the application agreement at your request. You acknowledge the software vendor may have access to your data.

Agreement

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. This letter constitutes the entire agreement regarding these services and supersedes all prior agreements (whether oral or written), understandings, negotiations, and discussions between you and CLA. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign, date, and return the signed copy to us to indicate your acknowledgment and understanding of, and agreement with, the arrangements for our engagement to provide outsourced accounting services and prepare the year-end financial statements, and the parties' respective responsibilities.

Sincerely,


CliftonLarsonAllen LLP

Christopher Kessler, CPA
Principal
239-226-9903
Chris.kessler@CLAconnect.com

Enclosures

Response:

This letter correctly sets forth the understanding of the Village of Estero, Florida.

Authorized signature: X: 
Steve Sarkozy
DATE: 11/16/2020

Title: Village Manager
Date: 11/16/20

Attachment A

VILLAGE OF ESTERO, FLORIDA

STANDARD INSURANCE REQUIREMENTS

WITH PROFESSIONAL LIABILITY (ERRORS & OMISSIONS)

Minimum Insurance Requirements: *Village of Estero in no way represents that the insurance required is sufficient or adequate to protect the vendors' interest or liabilities. The following are the required minimums the vendor must maintain throughout the duration of this contract. The Village reserves the right to request additional documentation regarding insurance provided.*

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

\$500,000 per occurrence
\$1,000,000 general aggregate
\$500,000 products and completed operations
\$500,000 personal and advertising injury

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

\$500,000 combined single limit (CSL)
\$300,000 bodily injury per person
\$500,000 bodily injury per accident
\$300,000 property damage per accident

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

\$100,000 per accident
\$100,000 disease limit
\$500,000 disease – policy limit

- d. **Errors and Omissions** - Coverage shall include professional liability insurance, to cover claims arising out of negligent acts, errors or omissions of professional advice or other professional services.

\$1,000,000 combined single limit (CSL) of BI and PD

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

Verification of Coverage:

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

- a. The certificate holder shall read as follows:

Village of Estero
9401 Corkscrew Palms Circle #101
Estero, Florida 33928

- b. "*Village of Estero, a municipal corporation of the State of Florida, its agents, employees, and public officials*" will be named as an "Additional Insured" on the General Liability policy, including Products and Completed Operations coverage.

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
May 5, 2021

Agenda Item:

Septic to Sewer Program Management Contract

Description:

The Village has prioritized protecting the Estero River, and as such, is considering a Septic-to-Sewer conversion program. To fully understand, consider and execute a Septic-to-Sewer program, the Village requires the assistance of a program manager.

Following several months of discussions with various contractors, the Village is recommending the selection of Scott Shannon, of Woodard & Curran, to serve as its Program Manager. In this role, Scott would act as an extension of Village Staff, garnering public input, facilitating the Council decision-making process, completing grant applications, implementing assessments (as needed), and overseeing the design and bidding processes. Woodard & Curran, and Scott Shannon in particular, offer a great deal of experience and expertise in completing these tasks, as outlined in the April 21st Village Council workshop session.

This approach mirrors a similar program manager role currently in place for Public Works projects and an upcoming proposal for a software conversion effort. By hiring a program manager via contract, the Village is able to quickly “ramp up” management capacity for specific projects while maintaining the lowest staff level in this region. In so doing, the Village can complete projects without compromising our long-term commitment to “government-lite.”

Action Requested:

Approve award of Contract to Woodard & Curran in the amount of \$159,000.

Also approve a contingency fund amount of \$15,900 (an amount equal to 10% of the total project cost) to cover unforeseen circumstances which may occur.

Authorize the Village Manager to execute the contract and any other related ancillary documents on behalf of the Village of Estero Council.

Financial Impact:

Fiscal impact is \$174,900 which included the contract amount of \$159,000 plus a 10% contingency of \$15,900.

The Fiscal Year 2020-2021 budget for Water & Sewer Expansion is \$257,400.

Attachments:

1. Woodard & Curran Contract
2. Vendor Disclosure Form

THIS AGREEMENT, is made and entered into this ____ day of _____ 20__ by and between the Village of Estero, a municipal corporation of the State of Florida, whose address is 9401 Corkscrew Palms Circle #101, Estero, Florida 33928, hereinafter referred to as the "Village", and Woodard & Curran, Inc. whose address is 210 South Florida Avenue, Suite 220, Lakeland, FL 33801 hereinafter referred to as the "Consultant."

WITNESSETH

WHEREAS, the Village has determined that it is necessary to retain the Consultant for the purpose of providing General Consulting Services providing Septic-to-Sewer Program Management Services; and

WHEREAS, the Consultant is qualified, willing and able to provide and perform all such services in accordance with the terms and conditions of this contract and their "Septic-to-Sewer Program Management Proposal" dated March 24, 2021 attached to this contract as part of Exhibit B; and

WHEREAS, the Consultant's proposal was reviewed and selected on May 5, 2021 by the Village Council; and

WHEREAS, the Village, has determined that it would be in the best interest of the Village to award a contract to Consultant for the rendering of those services described in the Scope of Services until the work is completed to the satisfaction of the Village.

NOW, THEREFORE, the Village and the Consultant, in consideration of the mutual covenants contained herein, do agree as follows:

ARTICLE 1.

RECITALS & INCORPORATION OF DOCUMENTS

1.1. The above-stated recitals are incorporated by this reference and made part of this Agreement.

1.2 The "Septic-to-Sewer Program Management Proposal" dated March 24, 2021 consisting of pages 1 through and including 9 attached as part of Exhibit B submitted by Consultant is hereby specifically made part of this Agreement as if same had been set forth at length herein.

1.3 In the event of any conflict between the documents constituting this Agreement, the documents shall be given precedence in the following order:

- 1) This Agreement and any Exhibits or Amendments thereto;
- 2) The Proposal submitted by Consultant.

ARTICLE 2.
CONSULTANT'S SCOPE OF SERVICES

2.1. Consultant agrees to perform all the services and provide all the materials requested and described in the Scope of Work which is attached hereto as Exhibit A and incorporated herein by this reference, which are hereinafter collectively referred to as the "Scope of Services".

2.2. Consultant agrees to provide its services and materials in the times allowed for performance contained in the Scope of Services. The Consultant will make no claims for additional compensation or damages owing to suspensions, delays, or hindrances which arise during the performance of this Agreement. Such suspensions, delays or hindrances may only be compensated for by an extension of time as the Village may decide. However, such extension will not operate as a waiver of any other rights of the Village.

2.3. In the event that Village desires Consultant to perform any additional services related to tasks not specifically contained in the Scope of Services, the Village Manager is authorized to approve such services based on the costs contained in Exhibit B provided the total amounts expended to do not exceed the limitation of paragraph 3.1.

ARTICLE 3.
COMPENSATION AND PAYMENT OF CONSULTANT'S SERVICES

3.1. Village will pay Consultant for those tasks listed in the Scope of Services actually performed by Consultant. The total payment to Consultant will not exceed \$159,000 (plus any contingency which may be approved) for Consultant's services under this Agreement, performed in accordance with the Scope of Services and this Agreement.

3.2. Payment for services rendered by Consultant will be made on a monthly basis for those tasks listed completed in the preceding month. Services completed will be subject to review and approval by the Village Manager or his designee.

3.3 Payment for tasks will be as per Exhibit B attached hereto.

3.4. Consultant must submit all billings for payment of services rendered on a monthly basis to the Village Finance Department (please email all billing invoices to: accountspayable@estero-fl.gov) for processing. Billings will be detailed as to the nature of the services performed and must refer to the specific tasks listed in the Scope of Services that were actually performed by Consultant. When hourly billing is utilized, Consultant must report the number of hours on each task in 6-minute increments (tenths of an hour) in its invoices. Billings must include a summary of any amounts previously billed and any credits for amounts previously paid.

3.5. Consultant acknowledges that each billing must be reviewed and approved by the Village Manager or his designee. Should the Village Manager or his designee, determine that the billing is not commensurate with services performed, work accomplished or hours expended, Consultant must adjust billing accordingly. However, Consultant will be entitled to payment of any portion of a billing not in dispute.

3.6. Village will pay Consultant's monthly billings in accordance with Sections 218.70 through 218.80, Florida Statutes, known as the Local Government Prompt Payment Act.

3.7. It is expressly understood by the Village and the Consultant that funding for any successive fiscal years may be contingent upon appropriation of monies by the Village Council or other entities. In the event that funds are not available or appropriated, the Village reserve the right to terminate the Agreement without penalty or liability. Termination will occur (1) upon notice to the Consultant or automatically (2) on the last day of the then current fiscal year or (3) when the appropriation made for the then-current year or specific appropriation for the services covered by this Agreement is spent, whichever event occurs first.

ARTICLE 4. **CONSULTANT'S RESPONSIBILITIES**

4.1. Consultant will perform or furnish consulting and related services to a level of technical skill, ability, and diligence customarily provided by an experienced professional in their field of expertise when rendering the same services, and in accordance with sound principles and practices generally acknowledged by professionals in their field of expertise, as represented to the Consultant, both orally and in writing, to be possessed by Consultant, all in accordance with the standards contained elsewhere in this Agreement and in accordance with generally accepted standards of professional consulting practice and with the laws, statutes, ordinances, codes, rules and regulations governing Consultant's profession. The same standards of care will be required of any subconsultant or subcontractor engaged by Consultant.

4.2. Consultant will be solely responsible for providing their own business equipment, including any vehicles necessary for the performance of their work, and for paying all expenses incurred while performing the services set forth in this Agreement. Expenses to be borne by Consultant include, but are not limited to, license fees, memberships, and dues; automobile and other travel expenses; meals and entertainment; and any applicable insurance premiums. Consultant will be reimbursed for certain allowable expenses upon submission to the Village, used in connection with the services performed pursuant to this Agreement.

4.3. Consultant will, without additional compensation, correct and revise any errors, omissions, or other deficiencies in its work product, services, or materials arising from the negligent act, error or omission of Consultant or any subconsultant or subcontractor engaged by Consultant for one year after the completion of Consultant's services under this Agreement. The foregoing shall be construed as an independent duty to correct rather than a waiver of the Village's rights under any applicable statute of limitations. Village review of, approval of, acceptance of, or payment for any of Consultant's work product, services, or materials shall not be construed to operate as a waiver of any of the Village's rights under this Agreement, or cause of action Village may have arising out of the performance of this Agreement.

4.4. Consultant will, without additional compensation, correct and revise any minor deficiencies in its work product identified that can be addressed in process, even if the deficiencies would not be deemed to arise from a negligent act, error or omission of

the Consultant. Minor deficiencies include but are not limited to changes in Americans with Disability Act requirements.

4.5. Consultant will be responsible for notifying the Village promptly whenever a delay is anticipated or experienced, including a delay in approval by any governmental agency having jurisdiction over any work task. The Village shall allow the Consultant to extend response times for valid, documented delays. The Village shall be the sole determiner of the validity of the delays.

ARTICLE 5. OWNERSHIP AND USE OF DOCUMENTS

5.1. All documents, data, studies, surveys, analyses, sketches, tracings, specifications, plans, designs, design calculations, details, computations, drawings, maps, models, photographs, reports, and other documents and plans resulting from Consultant's services under this Agreement will become the property of and shall be delivered to the Village without restriction or limitation as to use regardless of the format of the document (paper or electronic). However, any use subsequent to or other than for the specific project for which such items were created, shall be at sole risk of the Village.

5.2. Consultant agrees that any software, computer systems and databases used for providing the documents necessary to this Agreement will be compatible with existing Village software and systems. It is anticipated that any software utilized will be run on windows based PC's and will consist of Microsoft Office 2013 (or newer) and Adobe Acrobat DC (or newer).

ARTICLE 6. VILLAGE'S RESPONSIBILITIES

6.1. The Village will perform the responsibilities contained in this Article 6 in a timely manner so as not to delay the services of Consultant.

6.2. The Village will furnish to Consultant, upon request of Consultant and at Village's expense, all existing studies, reports and other available data pertinent to the services to be performed under this Agreement which are within the Village's possession. However, Consultant will be required to evaluate all materials furnished hereunder using reasonable professional judgment before relying on such materials.

6.3. The Village will provide reasonable access and entry to all public property required by Consultant to perform the services described in this Agreement. All such access and entry shall be provided at the Village's expense. The Village will also use reasonable efforts to obtain permission for reasonable access and entry to any private property required by Consultant to perform the services described in this Agreement.

6.4. The Village will review all documents, plans, or other materials provided by Consultant in a timely manner so as to not delay the process of the Consultant.

ARTICLE 7.
TERM / TERMINATION

7.1. The term of this Agreement will begin on the date and year first written above and shall be continued until superseded by a subsequent Village agreement, the monetary limit in 3.1 is reached, or unless otherwise terminated in accordance herewith.

7.2. The Village will have the right at any time upon thirty (30) calendar days written notice to the Consultant to terminate the services of the Consultant and, in that event, the Consultant must cease work and will deliver to the Village all documents, (including reports, designs, specifications, and all other data) prepared or obtained by the Consultant in connection with its services. The Village will, upon receipt of the aforesaid documents, pay to the Consultant, and the Consultant will accept as full payment for its services, fees for all tasks completed in accordance with Scopes of Services.

7.3. In the event that the Consultant has abandoned performance under this Agreement, then the Village may terminate this Agreement upon three (3) calendar day's written notice to the Consultant indicating its intention to terminate. The written notice will state the evidence indicating the Consultant's abandonment. Payment for services performed prior to the Consultant's abandonment will be as stated in Section 3 above.

ARTICLE 8.
NOTICES

8.1. Any notice required or permitted to be sent herein shall be sent certified mail, return receipt requested to the parties at the addresses listed above to the designated contacts below:

Consultant: Woodard & Curran, Inc.

Village: Steve Sarkozy

8.2. Each party shall immediately notify the other of any changes in address or designated contact.

ARTICLE 9.
ASSIGNMENT

9.1. This Agreement, or any interest herein, will not be assigned, transferred or otherwise encumbered, under any circumstances by Consultant without the prior written consent of the Village. Further, no portion of this Agreement may be performed by subcontractors or subconsultants without written notice to and approval of such action by the Village. The Village and Consultant each binds themselves, their agents, successors, assigns and legal representatives to the other party hereto, their agents, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in this Agreement any obligations incorporated herein.

ARTICLE 10.
EXTENT OF AGREEMENT / SEVERABILITY / MODIFICATION

10.1. This Agreement represents the entire and integrated agreement between the Village and Consultant and supersedes all prior negotiations, representations or agreements, either written or oral.

10.2. In the event any provision of this Agreement be held invalid and unenforceable, the remaining provisions will remain valid and binding upon the parties. One or more waivers by either party of any breach of any provision, term, condition or covenant will not be construed by the other party as a waiver of any subsequent breach.

10.3. No modification, amendment or alteration in the terms or conditions contained herein will be effective unless contained in a written document executed by both parties.

10.4. This is a nonexclusive contract. The Village has the right to enter into contracts with other providers providing similar services.

ARTICLE 11.
GOVERNING LAW / VENUE

11.1. This Agreement shall be governed and construed in accordance with Florida law. In the event any litigation arises between the parties in connection with this Agreement, venue for such litigation shall lie exclusively in Lee County, Florida.

ARTICLE 12.
INDEPENDENT CONTRACTOR STATUS

12.1. Consultant is an independent contractor and is not an employee, servant, agent, partner or joint venturer of the Village.

12.2. Neither the Village nor any of its employees will have any control over the conduct of Consultant or any of Consultant's employees, except as herein set forth, and Consultant expressly warrants not to represent at any time or in any manner that Consultant or any of Consultant's agents, servants or employees are in any manner agents, servants or employees of the Village. It is understood and agreed that Consultant is, and will remain at all times remain, a wholly independent contractor and that Consultant's obligations to the Village are solely as prescribed by this Agreement.

ARTICLE 13.
AUDIT AND RECORDS REQUIREMENTS

13.1. Consultant will maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Agreement which will be available and accessible at Consultant's local offices for the purpose of inspection, audit, and copying during normal business hours by the Village, or any of its authorized representatives. Such records must be retained for a minimum of five (5) years after

completion of the services. Prior to destruction of any records, the Consultant will notify the Village and deliver to the Village any records the Village requests. Consultant will require all subconsultants and subcontractors to comply with the provisions of this paragraph by insertion of the requirements hereof in a written contract agreement between Consultant and the subconsultant or subcontractor.

13.2 If the records are unavailable locally, it will be the Consultant's responsibility to insure that all required records are provided at the Consultant's expense including payment of travel and maintenance costs incurred by the Village's authorized representatives or designees in accessing records maintained out of the county. The direct costs of copying records, excluding any overhead cost, will be at the Village's expense.

13.3. Consultant must fully cooperate with all public records requests by providing the necessary records to the Village promptly upon notice unless the records are exempt from Section 24 (a) of Article I of the State Constitution and Chapter 119, Florida Statutes. Failure by Consultant to promptly respond to notices requesting records constitutes grounds for unilateral cancellation by the Village at any time, with no recourse available to Consultant. Records may be provided in the form or format in which they are kept including electronic files. Consultant's right to claim an exemption from disclosure will not be deemed failure to comply with this article.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE ESTERO VILLAGE CLERK (CUSTODIAN OF PUBLIC RECORDS) AT 239-221-5035, records@estero-fl.gov, OR VILLAGE HALL, 9401 CORKSCREW PALMS CIRCLE, ESTERO, FL 33928.

ARTICLE 14. **INDEMNIFICATION**

14.1. For ten dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, Consultant will pay on behalf of or indemnify and hold harmless the Village, its officials, officers, employees, agents and volunteers from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, including attorneys' fees and court costs (whether such fees and costs are incurred in negotiations, collection of attorneys' fees or at the trial level or on appeal), suits or liabilities, of whatever kind of nature, caused by any negligent or intentional act, error, omission, or default of Consultant or Consultant's officers, employees, agents, servants, volunteers or subcontractors or consultants, if any, caused by the performance or failure to perform under the terms of this Agreement.

14.2 Consultant must carry a commercial liability insurance policy in coverage amounts as determined by the Village Manager and naming the Village of Estero as additional insured.

PURSUANT TO FS 558.0035, EMPLOYEES OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT.

**ARTICLE 15.
EMPLOYEE RESTRICTIONS**

15.1. The Village of Estero will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act (“INA”)]. The Village shall consider employment by any contractor or subconsultant or subcontractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Consultant of the employment provisions contained in Section 274A(e) of the INA will be grounds for termination of this Agreement by the Village.

15.2. If an owner (except a stockholder in a publicly traded corporation) or an employee of the Consultant has been convicted of any offenses requiring registration as a sexual offender or sexual predator, regardless of the location of conviction, the Consultant will ensure that the offender’s or predator’s work on the project is consistent with the terms of their probation and registry requirements.

15.3. The Consultant will incorporate the terms of paragraphs 15.1 and 15.2 into all contracts with any subconsultants or subcontractors.

**ARTICLE 16.
NO CONTINGENT FEES**

16.1. Consultant certifies that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Consultant any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, Village has the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

ARTICLE 17.
TRUTH-IN-NEGOTIATION CERTIFICATE

17.1. If applicable, in accordance with Section 287.055(4), Florida Statutes, signature of this Agreement by Consultant shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which Village determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

(Remainder of Page Left Intentionally Blank)

IN WITNESS WHEREOF, the parties hereto have caused the execution of these premises as of the date and year first above written.

Woodard & Curran, Inc.

WITNESSES:

Signed By: _____

Signed by: _____

Print Name: _____

Print Name: _____

Date: _____

Title: _____

Signed By: _____

Date: _____

Print Name: _____

Date: _____

VILLAGE OF ESTERO

By: _____

Steve Sarkozy, Village Manager

Date: _____

ATTEST:

By: _____

Carol Sacco, Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____

Burt Saunders, Village Attorney

Exhibit List:

Exhibit A – Scope of Services

Exhibit B – Pricing Proposal

EXHIBIT A

SEPTIC-TO-SEWER PROGRAM MANAGEMENT SERVICES

STATEMENT OF WORK

A. PROJECT OVERVIEW

To provide general consulting services as specified herein.

B. SCOPE OF SERVICES

Services shall include, but are not limited to: General Program Manager Consulting Services to coordinate and manage the planning, design, and construction process of the Estero Septic-to-Sewer and drinking water distribution extension project(s).

C. SCHEDULE

As scheduled and requested.

D. COMPENSATION

See Exhibit B.

EXHIBIT B

PRICING PROPOSAL

Total for contract Not to Exceed: \$159,000 – plus any contingency amount which may be approved.

Via Electronic Mail

March 24, 2021



Mr. Kyle Coleman
Deputy Village Manager
Village of Estero
9401 Corkscrew Palms Circle
Estero, FL 33928

Re: Septic-to-Sewer Program Management Proposal

Dear Mr. Coleman:

Woodard & Curran is pleased to provide this proposal for Program Manager services for the Village of Estero's Septic-to-Sewer and drinking water distribution extension program. We understand the Village has recently completed a Sewer Feasibility Study through a contract with Banks Engineering. The Study identified fifteen (15) areas on septic systems and private mobile home parks relying on packaged wastewater treatment facilities that are relatively close to the Estero River or other drainage ways. The study included the feasibility of extending approximately 60,000 LF of gravity sewer, 10,000 LF of wastewater force mains, twelve wastewater lift stations and 40,000 LF of water main. The total estimated construction cost to provide central sewer and extending the drinking water system in the identified areas is approximately \$40M.

SCOPE OF GENERAL SERVICES

Woodard & Curran will provide Program Manager services to coordinate and manage the planning, design, and construction process of the Estero Septic-to-Sewer and drinking water distribution extension project(s) to assure that design, construction, and other related activities are implemented, monitored, maintained, and integrated consistent with the established budget and other objectives on behalf of the Village of Estero. This proposal comprises the services to be provided during the planning and design phases (Phases 1A and 2A) for an initial group of three or four communities that will be chosen from the following through the planning process described herein.

- Broadway West
- Charing Cross
- Sherrill & Leuttich
- Estero Bay Village
- Broadway West & US 41
- Cypress Bend
- Sunny Groves
- Broadway East and US 41
- Sandy Lane & The Groves
- Tanglewood
- Cypress Park
- See See
- River Ranch
- Estero Springs
- Williams West



Planning and design phase services for the remaining communities not part of the initial group will be performed in a subsequent phase of the work (Phases 1B and 2B).

Phase 1A - Planning Phase Services:

Task 1: Planning Program Management

Woodard & Curran's responsibilities will include serving as an extension of Estero's project management staff, working closely with the Village's internal and external support staff to deliver a quality project(s). Woodard & Curran will provide the following:

1. Project Kick Off Meeting to review project, establish goals and timelines.
2. Review existing engineering reports, utility maps and related data available from sources including the Village of Estero, Lee County and Florida Gulf Coast University
3. Suggest project prioritization based on a variety of criteria including criticality, funding opportunities, cost of the project and interest from property owners.
4. Manage the public decision-making process, including stakeholder outreach and Council discussion sessions, to arrive at a project prioritization plan.
5. Review pertinent, existing ordinances and governing documents, provide recommendations to Village Staff, and work with the Village Staff to update ordinance language, as necessary.
6. Review the existing utility rate and fee structure, evaluate impacts of proposed projects on property owners and provide a summary with recommendations to the Village staff.
7. Determine the value of property assessments for the improvements to be made in each community and coordinate with the Village's legal counsel, Lee County Property Appraiser and Tax Collector to manage the assessment process.
8. Serve as the lead to prepare project presentations enabling the Village Staff to convey concise progress updates before the Village Council and public.
9. Attend public meetings, when requested, to deliver or support progress updates and discussions.

Deliverable: Council action that clearly outlines priorities and a general schedule/plan for the program.

Task 2: Financial Initiative Plan

Woodard & Curran will develop a "Financial Initiative Plan" (FIP), which includes overlaying the prioritized septic-to-sewer and drinking water distribution system extension projects with funding programs whose drivers match specific elements of the defined projects. The following are examples of agencies that provide financial assistance to municipalities that are seeking septic-to-sewer and water system distribution extension solutions:

- Green Project Reserve (GPR) – applications accepted on rolling basis
- US Economic Development Administration (USEDA) - applications accepted on rolling basis
- Florida Legislature (LP)
 - Applications are typically accepted in the 1st quarter of the calendar year
 - Results are based upon final budget approval by the Governor – July 1
 - Agreements are typically formalized by September-October
- Federal Earmark (FE)
 - Applications due in April
 - Agreements typically finalized within 60-90 days following final budget approval
- US Department of Agriculture (USDA) - applications accepted on rolling basis
- P3 Initiative Investigation (P3) – ongoing process



- State Revolving Loan Fund (SRF) – applications accepted quarterly
- Water Management District (WMD)
 - Cooperative Funding Applications typically open in December with agreements by October of the following year.
 - Alternative Water Supply and Conservation Applications – Typically due in 1st quarter with agreements by May/June
- Florida Department of Economic Opportunity – applications accepted on rolling basis

Fact Finding: Collect and evaluate the following data:

- Customer base population and demographics, including Median Household Income (MHI). Given the potential advantage of using MHI statistics specific to the affected communities rather than more general census tract information, this task will include a separate allowance for gathering this information by conducting door-to-door surveys and supplemental communications, as necessary.
- Area Needs Assessment
- Long-term O&M Capacity
- Estero 20-year Capital Improvement Program
- Summary of existing debt and associated debt service
- Preliminary project cost estimate
- Critical pre-construction needs
- Recent 3-year CAFR's
- Current Budgets
- User Rate Ordinances
- Existing inter-governmental agreements (if any)
- Existing Resolution/Ordinance for Developer's
- Current Economic Development Opportunities (if any).

Analysis: This will include an analysis of accessible funding within each program, timelines associated with NOFA's (Notice of Funding Availability), proposed level of effort for application purposes, leverage requirements, and percentage of match required.

The following objectives will be included:

- Funding Summary,
- Opinion of Probable Cost
- Funding Options (Grants vs. Loan)
- Viable Resources
- Administration Requirements
- Alternative Finance Recommendation
- Funding Scenario Spreadsheet
- Schedule

Deliverables: Financial Initiative Plan Summary Technical Memorandum & Council action that demonstrates "buy-in" on a funding plan. Development and submittal of funding applications for up to three grant/loan programs identified in the Financial Initiative Plan.



Task 3: Public Outreach

Woodard & Curran will work with the Village to develop a public outreach plan that:

- Supports the Village with a continuous outreach program.
- Identifies opportunities, effective channels, and frequency of outreach within the community.
- Provide supporting materials based upon plan recommendations.
- The program will include public outreach and education that may take the form of formal and informal public meetings, maintaining lists of stakeholders, educational materials, newspaper articles, surveys, development of frequently asked questions, and establishing and developing a project webpage.
- Attend and assist the Village in various project briefings and presentations before committees, public groups, and staff.
- Scrutinize and vet deliverables prior to public distribution or presentation.
- Discussion and negotiation with stakeholders regarding river frontage restoration efforts.

Deliverable: Public Outreach Plan and completion of public meetings with Council and stakeholders (this will be ongoing throughout the project).

Task 4: RFQ Development, Solicitation, and Selection Services

Woodard & Curran will develop the scope of services for a Request for Qualification of Engineering Services for water and wastewater design services. Woodard & Curran will assist the Village with the review, interview, recommendation, and selection of an engineering consultant to perform the identified Septic-to-Sewer and drinking water system extension project.

Deliverable: Scope of Services for RFQ for Water and Wastewater Engineering Design Services

Task 5: Project Management

Woodard & Curran will provide the following project management items:

- Develop a project management work plan and associated planning for project delivery.
- Prepare and monitor project schedules and budgets.
- Prepare and submit monthly invoices.
- Provide overall project management and coordination with the Village.
- Perform internal quality assurance/quality control procedures for all work products of the task order.

Deliverable: This task is ongoing and embedded into each task and phase of this project.

Phase 2A - Design Phase Services:

Woodard & Curran will serve as the “technical eyes and ears” of the Village to ensure:

- 1) a technically sound design;
- 2) compliance with the consultant(s) contract requirements;
- 3) coordination with other related Village activities/projects; and
- 4) communication of project progress.

The Program Manager’s primary functions during the design phase will include:

1. Serve as an Independent Consultant and Aide to the Village.
2. Oversee and monitor the activities and responsibilities of the Design Engineer to assure the Village that they are fulfilling their contractual obligations.



3. Collaborate with the Design Engineer to confirm the operational needs identified during the previous studies, plans, and conceptual design to put forward a project program maximizing efficiencies and providing a fully functioning wastewater collection and water distribution system.
4. Serve as the lead to finalize an overall project schedule.
5. Review the Construction Cost Estimates and identifying areas of potential savings early in the process (e.g., space planning, selection of materials, lift station mechanicals, etc.) and working directly with the Designer and Cost Estimator to present a peer reviewed total project budget, vetting all soft costs, contingencies, and line items.
6. Coordination of the procurement of other professionals if necessary, to resolve identified issues and reduce project uncertainties.
7. Provide coordination, advice, and assistance to the Village in the development of the final design documents.
8. Lead the evaluation, analysis, and recommendation of other Contractors, investigate references, and make recommendations for award.
9. Provide the Village with written updates on the overall status and progress of the work with particular emphasis in identifying key action items over the forthcoming thirty (30) day period.
10. Coordinate all permitting activities as necessary to allow for approvals to occur in a timely fashion.
11. Evaluate invoices of various project consultants and provide recommendation for payment.

Deliverable: Council approval of design and authorization to move forward to construction. Development of Scope of Services for RFB for construction services and implementation of funding mechanism(s) (grant(s) acceptance, bond approval, assessment completion, etc.).



Schedule

Phase 1A of the Program Manager services (Planning Phase) is expected to commence on or about April 1, 2021 and concluding with the affected parcels being assessed for the cost of the improvements on October 1, 2022, a period of 18 months.

Phase 2A (Design Phase) is expected to commence with the selection of the Design Engineer by September 1, 2021 and continue in parallel with Phase 1A through completion of design by June 1, 2022, a period of nine months.

Based on this schedule, the subsequent construction phase is anticipated to proceed on the following timeline:

- Issue Request for Bids from Construction Contractors – 4th Quarter 2022
- Award Construction Contract and Issue Notice to Proceed – 1st Quarter 2023
- Complete Construction – 2nd Quarter 2024

In addition to the overall coordination required from the Village, this schedule assumes the following actions to be taken by the Village in a timely manner:

- Approval of the overall Program Plan, including decision on which communities will be included in the initial phase, by June 30, 2021.
- Issue RFQ for Design Engineer by July 1, 2021
- Award Design Contract and Issue Notice to Proceed by September 1, 2021
- Develop boundary definition and approve resolution by December 31, 2021

Compensation

The compensation for the above listed Scope of Services shall be a lump sum of \$159,000. This includes a lump sum fee of \$139,000 and a separate allowance of \$20,000 for community MHI surveys that will be performed on an hourly rate, not-to-exceed basis. These fees will not be exceeded without prior approval from the Village. Any additional services that may be requested by the Village will be provided as an amendment to this scope. Woodard & Curran will submit monthly invoices for the services completed during the previous billing period.

The fee to perform the phases described in the Scope of Services is based on the following budget:

Task	Description	Fee
Phase 1A		
1	Planning Program Management	\$51,000
2	Financial Initiative Plan	\$9,000
	Additional Allowance for Community-Specific MHI Survey	\$20,000*
3	Public Outreach	\$22,000
4	RFQ Development, Solicitation and Selection Services	\$8,000
5	Project Management	\$8,000
Phase 1A Subtotal		\$118,000
Phase 2A Subtotal		\$41,000
TOTAL (Phase 1A and 2A)		\$159,000

* Community-Specific MHI Survey will be performed on an hourly rate, not-to-exceed basis. All other tasks in the scope will be performed as a lump sum.



ANTICIPATED FUTURE SCOPE ITEMS

The following phases of the project are anticipated to be provided upon completion of Phases 1 and 2A. A separate proposal will be provided for these services, but scope descriptions are provided here for reference.

Phase 1B – Continuation of Planning Phase Services

Woodard & Curran will continue to perform the scope of services described in Phase 1A, to the extent these tasks need to be continued to support the ongoing design and construction of the remaining septic-to-sewer and drinking water system extensions.

Phase 2B - Design Phase Services for the Remaining 12 Areas:

Woodard & Curran and Curran will repeat the scope of services described in Phase 2A, but for the remaining areas identified for septic-to-sewer and drinking water system extensions.

Phase 3: Construction Services

During the construction phase, Woodard & Curran will coordinate with the Contractor and Design Engineer to ensure the Village that:

- 1) construction is completed in accordance with the approved design;
- 2) the Contractor's work complies with contract requirements;
- 3) coordination with other related Village activities/projects; and
- 4) communication of project progress.

The Program Manager's primary functions during the construction phase will include:

1. Provide, as an advisor and representative of the Village, administrative, management, site inspections, and related services as required to coordinate work of the Contractor, Subcontractor(s), and other consultants to complete the projects in accordance with the Village's objectives for cost, time, and quality.
2. Review and approve the Contractor's and Design Engineer's schedule of values for payment for conformance with the expected scope and schedule of the work.
3. Oversee the activities and responsibilities of the Contractor to assist in maintaining schedules, controlling costs, assuring quality, minimizing disruptions, monitoring compliance with various Contract requirements (including local hiring provisions), and generally assuring that the Project is built according to approved designs, drawings, and other relevant construction contract documents.
4. Prior to the start of construction, convene pre-construction meetings as needed to coordinate and communicate duties and responsibilities to all parties involved. Review and comment on the Contractor's Master Project Construction Schedule
5. Develop and implement control systems for monitoring the project's progress with respect to cost, schedule, and quality for providing early warning of impending problems. Prepare contingency plans for corrective action, and with the Village's approval, implement such plans for corrective action, as required.
6. Schedule and conduct regular construction and progress meetings to discuss such matters as procedures, commissioning work, progress problems, and scheduling. Prepare and distribute the minutes of these meetings to all Parties in a prompt fashion.



7. Update and issue the Master Project Construction Schedule monthly to show current conditions and revisions required by actual experience. Consistent with the Contractors' Construction Schedule, monitor the activities of the Contractors and Consultants on the projects, including activity sequences and duration, allocation of labor and materials, processing of Shop Drawings, Project Data and Samples, and delivery of products requiring long lead time procurement.
8. Expedite and participate in the Village's review of project data, submittals, and samples.
9. Endeavor to obtain satisfactory performance from each of the Contractor(s). Recommend courses of action to the Village when the requirements of the Contract are not being fulfilled, and the nonperforming party will not take satisfactory corrective action.
10. Provide regular monitoring of the construction costs, showing actual costs for activities in progress and estimates for unaccomplished tasks. Identify variances between actual and established costs and advise the Designer and Village if project costs are expected to exceed the respective contract sums.
11. Advise the Village of necessary or desirable changes to the project, assist in negotiation of the Contractor's proposals for these changes, submit recommendations to the Designer and the Village, and, if accepted, prepare or cause the Contractor to prepare change orders for the Designer's approval and the Village's authorization. Establish and implement a change order system monitoring and reporting on job cost events, including approved change orders, pending change orders, and anticipated change orders. Establish a timeline for the change order process that does not interfere with the progress of the work.
12. Develop and implement procedures for the prompt review and processing of Applications for Payment from the Contractor for progress and final payments, including certification requirements by the Designer. Make recommendations to the Village for payment(s).
13. Participate in the implementation of the safety programs of each of the Contractors as required by their Contract documents.
14. Assist in obtaining building permits and special permits for permanent improvements, excluding permits required to be obtained directly by the Contractor(s). Verify that the applicable fees and assessments have been paid. Assist in obtaining approvals from authorities having jurisdiction over the projects.
15. Assist the Village in selecting and retaining the professional services for third party inspections and testing laboratories. Assist the Contractor with the coordination of these services.
16. Make weekly checks of all payroll records provided by the Contractor(s) to ensure that all state wage reporting requirements are fully adhered to.
17. Ensure that proper record keeping of all types, plans, specifications, submittals, schedules, progress photographs, equipment operation manuals, etc., related to the quality and nature of the construction in progress is being maintained on the job site by the Contractor(s) and the Clerk of the Works for review by the Design Engineer and the Village.
18. Coordinate the commissioning work with all parties involved, to ensure that the commissioning activities are being incorporated into the Master Project Schedule.
19. Assist the Village in the selection and/or procurement of building equipment, furnishings and other materials, and coordinate vendor services.
20. At the conclusion of the project, coordinate the assembly of all record / as-built drawings, operation manuals, all other construction related documents and all materials necessary for occupancy and full operation of the facilities.
21. Manage on behalf of the Village the planning and training required for operations and maintenance activities.

Deliverable: Completion of Septic-to-Sewer conversion process (for identified areas).



Woodard & Curran appreciates the opportunity to present this proposal to assist the Village of Estero, and we look forward to working in partnership with you to implement this important initiative. If you have any questions or require any additional information, please feel free to contact me directly.

Sincerely,

WOODARD & CURRAN, INC.

A handwritten signature in blue ink, appearing to read 'Scott Shannon'.

Scott Shannon, PE

Principal

407.580.1707

sshannon@woodardcurran.com

SCHEDULE OF OFFICERS TO CERTIFICATION OF CORPORATE AUTHORITY

The following is a list of the duly appointed Officers of Woodard & Curran, Inc. and their respective signing authority limits and management positions in the Company:

CHIEF EXECUTIVE OFFICER AND PRESIDENT -up to Fifteen Million Dollars (\$15,000,000)

Alyson B. Watson

EXECUTIVE VICE PRESIDENTS -up to Five Million Dollars (\$5,000,000), or as delegated

Chief Financial Officer

David W. Remick

Strategic Business Unit Leaders

Dirk Applegate

Peter E. Nangeroni

Steven F. Niro

President of Consulting

Joseph C. Barbagallo

General Counsel and
Corporate Secretary

Rebecca G. Talbert

Strategic Advisor

Douglas J. McKeown

SENIOR VICE PRESIDENTS - up to One Million Dollars (\$1,000,000), or as delegated

Operations Leaders

Andrew Neal

Paul P. Roux

Jeffery C. Stearns

Patricia A. Thomes

Marc G. Thomas

Gillian J. Wood

Director of Technical Practices

Robert C. Amaral

James Daniel Bryant

Thomas F. Hazlett III

Kathleen Higgins

Mary E. House

Thomas E. Stoughton (in transition)

Business Development Leaders

Brian E. Bzdawka

Christy Kennedy

David R. MacDonald

Joseph Brendan McLaughlin

Jerry G. Sheehan

Senior Area Manager

David W. Dedian

Chief Technologist - SBU

R. Duff Collins

National Practice Leaders

Sergio Bazarevitch

Michael H. Matson

Thomas Richardson

Persephene St. Charles

Adam H. Steinman

Hugh G. Tozer

Director of Innovations and
New Ventures

Eric T. Carlson

VICE PRESIDENTS - up to Two Hundred Fifty Thousand Dollars (\$250,000), or as delegated

Senior Client Managers

Glenn T. Almquist
Jennifer L. Anders
Elisha Back
Kevin R. Bethke
Rosemary T. Blacquier
Brent M. Bridges
Kenneth W. Carlson
Anthony C. Catalano
Craig B. Deeney
Susan Ferris
James Graydon
Michael Greenberg
Carol A. Harris
Nicholas A. Hastings
Michael Headd
Michael J. van der Heijden
Scott J. Medeiros
Paul Norian
Patrick F. O'Hara
David Richardson
James J. Rivard
Scott C. Shannon
Barry S. Sheff
Lloyd K. Snyder

Corporate Vice Presidents

Jennifer M. Andrews
Shannon J. Eyer
Kathleen Welter

Corporate Service Directors

Kenneth Danila
Andrew L. Stanhope

Area Managers

Glenn D. Burden
Gregory Frieden
Michael J. Geary
David Kitzmiller
Jason Muche
Michael Pratt
Frederick Rogers
Robert Scott
Michael S. Thompson

Regional Managers

Peter Andromalos
Michael L. Battistelli
Ryker Brown
Denise L. Cameron
Kelly V. Camp
Mesut Cayar
Maggie Connolly
Brian Dietrick
Matthew Elsner
Jeffrey A. Hamel
Kenneth Kohlbrenner
Steven Lauria
Nathan T. McLaughlin
Brian Pile
Matthew J. Valentine
Erica Wolski

Chief Technologist - Practice

Paul A. Dombrowski

Practice Leaders

Kelley C. Begin
John Gregory Booth
Lisa J. Campe
Patrick J. Cyr
Susan E. Guswa
Zachary L. Henderson
Jason R. House
Joseph A. Hurley
Robert S. Little
Catharine M. Rockwell
Bert J. Wesley
David A. White
Daniel Windsor

Senior Technical Leaders

Robin Cort
Leslie Dumas
Jennifer Glynn
M. Scott Goldman
Lucas A. Hellerich
Glenn Hermanson
Xavier Irias
Gisa Ju
Saqib Najmus
Ali Taghavi
Kyle E. Tracy
Anthony Valdivia

Technical Delivery Group
Leader

Peter J. Martin

SENIOR PRINCIPALS -up to Two Hundred Fifty Thousand Dollars (\$250,000), or as delegated

James Blanke
Phyllis Brunner
Frank J. Cavaleri
Rebecca A. Corbin
Justin F. deMello
Richard P. Fedder
Andrew J. Fitzpatrick

David G. Krochko
Mark E. Pietrucha
Brian Ravens
Douglas E. Spicuzza
James P. Sturgis
Brent R. Sutter

Randy E. Tome
Miles L. Walker
Donald J. Weeks
James D. Wilson
Daniel M. Wolfram

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
May 5, 2021

Agenda Item:

- 1) Request by WCI to dedicate North Commons Drive to the Village as a Village-maintained road, and receive \$325,000 in impact fee credits for value of the road right-of-way
- 2) Approve Resolution 2021-11 providing for impact fee credits for North Commons Drive.
- 3) Request by Bayside Community Development District for an interlocal agreement to dedicate Walden Center Drive North as Village-maintained road and, in exchange, Bayside CDD will continue to maintain the landscaping for both North Commons Drive and Walden Center Drive, as well as the retaining wall at North Commons Drive

Description:

WCI is seeking to dedicate the right-of-way for North Commons Drive (formerly known as Burnt Pine Drive) to the Village for road impact fee credits. This road is within the Pelican Landing Development of Regional Impact (DRI) which was approved by Lee County. There are two separate but interrelated actions. The background of the request is explained below.

1) *Impact Fee Credits -*

As part of the DRI for Pelican Landing, WCI was required to construct a two-lane road on the west side of US 41 that runs south from Coconut Road to Pelican Colony Boulevard. Pelican Colony Boulevard then connects to US 41.

The DRI Development Order Condition II.H.2.c required the developer to dedicate 60 feet of right-of-way and build a 2-lane road and also contained language that stated that “Credits, if any, for the right-of-way dedication and construction identified above will be issued consistent with the procedures outlined in the Land Development Code.” The road was built in 2000, but for various reasons, the County did not accept the road nor issue impact fee credits. Because the DRI contains language that this obligation would

apply to “successors in interest” (Section III.7.), the Village’s land use attorney has reviewed this request and advises that impact fee credits should be issued by the Village pursuant to the DRI Development Order language, which states credits may be granted by the Village pursuant to the Land Development Code. The Code gives the Council discretion to approve the credit upon the land dedication upon the following findings:

- a) The dedication will not increase public infrastructure costs to serve the new development; and
- b) Dedication (and future construction) of land for the road for which credits are being sought is needed to ensure adequate capacity on the Village road network.

The applicant is requesting impact fee credits for the right-of-way, but not the construction costs. The impact fee credit amount is determined by an appraisal. The applicant submitted an appraisal from Maxwell Hendry Simmons based on a retrospective market appraisal (as of the day preceding the rezoning in 1994) that indicates a value of \$325,000 for the right-of-way. The Village retained the services of an independent appraiser to review the appraisal and methodology. The appraiser determined in November, 2019 that the appraisal was acceptable and appropriate for the intended use.

Issuance of credits is governed by Chapter 8 of the Land Development Code, Section 8-102.J.1.C.2. Specific documents are required to support an application for credits, including:

- Survey
- Deed
- Title insurance policy
- Property appraisal
- Tax Collector document – status of taxes
- Affidavit of interest

The Code further states:

These submittals shall be reviewed by the Manager or designee in making the decision to recommend credits or the Village Council in deciding whether to approve credits.

Except where a dedication is made pursuant to a condition of zoning approval or development of regional impact development order, the appraiser must value the land at its then- current zoning without any enhanced value that could be attributed to improvements on the parent parcel. If the land in question is subject to a valid agreement, development approval or permit prescribing a different valuation, that document will control the date of valuation. If the dedication is made pursuant to a condition of development approval or permit and is not a site-related improvement and the condition does not specifically prescribe otherwise, then the land value will be based upon the value of the land as it existed prior to the approval containing the condition of dedication. The Manager or a designee may independently determine the amount of credit to be recommended by securing other property appraisals for right-of-way dedications.

The documents listed above have been provided and reviewed.

2) *Road Dedication -*

Roads to be accepted for Village maintenance must be constructed to the standards specified in the Land Development Code. Documentation is required for land dedication, including surveys, deed, title insurance, tax collection documentation, and affidavit of interest. In addition, because this road was constructed many years ago, the Village has required that it be evaluated, inspected and approved by the Village.

The Village retained an engineering firm, High Spans Engineering, to independently inspect North Commons Drive and provide a report to the Village. The inspection report noted some deficiencies and provided recommendations. Some of the deficiencies included restoring cracked sidewalks, restriping and refreshing pavement markings in certain areas, fixing potholes and curbing and similar items. The inspection notes that the asphalt roadway quality and conditions were found to be generally acceptable.

Subsequently, Lennar (for WCI) has addressed all the items on the list that were their responsibility and the Village was informed of this by its engineering inspector on February 24, 2020. A final report dated May 6, 2020 is attached.

A similar inspection will be required for Walden Center Drive North to ensure that it meets standards at time of construction, before that right-of-way is turned over for Village maintenance.

While the roads would be turned over to the Village for maintenance, this would not apply to landscaping or maintenance of the wall. These would be the responsibility of the Bayside Community Development District, through the proposed interlocal agreement with the Village.

Staff Recommendation:

Staff recommends that the Council issue impact fee credits in the amount of \$325,000 for North Commons Drive pursuant to the DRI, upon acceptance of the road. Acceptance of the road for Village maintenance is a separate action that is at the discretion of the Council. Road acceptance will place future maintenance costs on the Village.

Action Requested:

1. (a.) Consider acceptance of North Commons Drive from Coconut Road to Pelican Colony Boulevard for maintenance as a Village-maintained road.
(b.) Issue impact fee credits in the amount of \$325,000 upon acceptance of the road.
(c.) Approve Resolution No. 2021-11 providing for impact fee credits for North Commons Drive.
2. (a.) Approve Interlocal Agreement with Bayside Community Development District for maintenance of landscaping for North Commons Drive and Walden Center Drive North. Road acceptance would be contingent on meeting standards at time of construction.
(b.) Authorize engagement of engineering services firm to inspect Walden Center Drive North or alternatively to accept report of Bayside CDD's engineering firm.

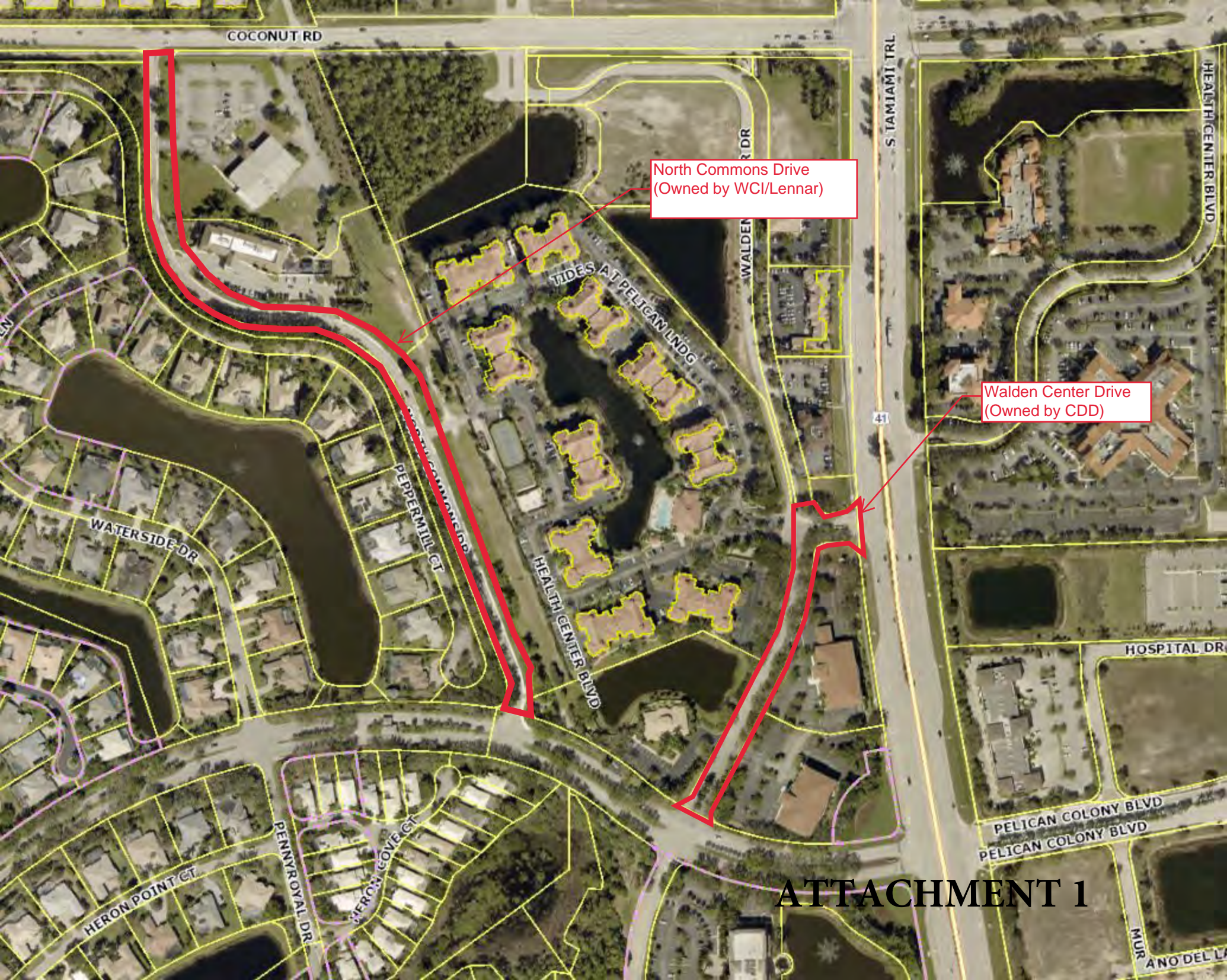
Financial Impact:

Issuing road impact fee credits will reduce the amount of impact fee collections (revenue) from future development. Accepting North Commons Drive for maintenance will result in some long term costs in future years. The current roadway surface is expected to last 10-15 years. Resurfacing costs are expected to be approximately

\$200,000 at that time. Costs for maintenance of Walden Center Drive North are unknown at this time.

Attachments:

1. Map showing road location
2. Letter from applicant's attorney dated October 21, 2019 (with attachments)
3. Excerpt from DRI Development Order
4. Excerpt from Land Development Code pertaining to impact fee credits
5. North Commons Drive and Pelican Colony Boulevard Final Inspection Findings Report dated May 6, 2020



COCONUT RD

North Commons Drive
(Owned by WCI/Lennar)

Walden Center Drive
(Owned by CDD)

TIDES AT PELICAN LNDG

HEALTH CENTER BLVD

41

WATERSIDE DR

PEPPERMILL CT

HOSPITAL DR

HERON POINT CT

PENNYROYAL DR

HERON COVE CT

PELICAN COLONY BLVD
PELICAN COLONY BLVD

ATTACHMENT 1

MUR
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VILLAGE OF ESTERO, FLORIDA

RESOLUTION NO. 2021 - 11

**A RESOLUTION OF THE VILLAGE OF ESTERO
ACCEPTING FROM WCI, NORTH COMMONS DRIVE
FROM COCONUT ROAD TO PELICAN COLONY
BOULEVARD; PROVIDING FOR IMPACT FEE CREDITS
PURSUANT TO THE DRI; AND PROVIDING FOR AN
EFFECTIVE DATE.**

WHEREAS, WCI seeks to dedicate the right-of-way for North Commons Drive (formerly known as Burnt Pine Drive) to the Village for road impact fee credits; and

WHEREAS, this road is within the Pelican Landing Development of Regional Impact (DRI); and

WHEREAS, the DRI Development Order was approved by Lee County, and Condition II.H.2.c. required the developer to dedicate 60 feet of right-of-way and build a 2-lane road; and

WHEREAS, the DRI Development Order Section III.7. states that “Credits, if any, for the right-of-way dedication and construction identified above will be issued consistent with the procedures outlined in the Land Development Code”; and

WHEREAS, the developer built the road, but the road was not accepted by Lee County; and

WHEREAS, subsequent to incorporation, the road is now located in the Village of Estero; and

WHEREAS, the DRI Development Order contains a provision that its requirements and obligations would apply to “successors in interest” Section III.7. (i.e., Village of Estero); and

WHEREAS, because the road was constructed in the year 2000, the Village had an engineering firm independently inspect the road and identify issues that needed to be corrected in order to ensure that the road would meet required standards; and

WHEREAS, the items were corrected and the road conditions were found to be acceptable; and

WHEREAS, the applicant is requesting impact fee credits of \$325,000 for the road right-of-way, but not construction costs, based on an appraisal; and

WHEREAS, the Village’s acceptance is of the physical road, but not any landscaping or hardscaping in the median or adjacent right-of-way (including wall maintenance); and

INTERLOCAL AGREEMENT BETWEEN BAYSIDE IMPROVEMENT
COMMUNITY DEVELOPMENT DISTRICT AND THE VILLAGE OF
ESTERO ADDRESSING THE MAINTENANCE OBLIGATIONS FOR
LANDSCAPING FOR NORTH COMMONS DRIVE AND PORTIONS OF
WALDEN CENTER DRIVE NORTH

THIS INTERLOCAL AGREEMENT (this "**Agreement**") is made and entered into this _____ day of _____, 2021, by and between **BAYSIDE IMPROVEMENT COMMUNITY DEVELOPMENT DISTRICT**, a special district established pursuant to Florida Statutes Chapter 190, hereinafter referred to as "**Bayside CDD**", and the **VILLAGE OF ESTERO**, a Florida municipal corporation, hereinafter referred to as "**Village**", collectively, the "**Parties**" hereto.

WITNESSETH:

WHEREAS, the Village Council is the governing body in and for the Village of Estero and the Bayside CDD is governed by a five-member Board of Supervisors elected by the majority of the qualified electors in the Bayside CDD; and

WHEREAS, both Bayside CDD and the Village are duly empowered pursuant to Florida Statutes, in particular Section 163.01, Florida Statutes, to enter into Interlocal Agreements for the sharing of certain governmental powers and obligations; and

WHEREAS, portions of North Commons Drive, and portions of Walden Center Drive North, as described on Exhibit "A," attached, will be turned over to the Village of Estero upon confirmation by the Village that it meets road standards in effect at the time the road was constructed. Such portions of North Commons Drive and Walden Center Drive North are referred to herein collectively as the "**Designated Roadways**"; and

WHEREAS, landscaping, including a concrete retaining wall and irrigation, have been installed in the Designated Roadways and the Parties want to clarify the responsibility for the routine maintenance of these items located within the Designated Roadways. While the Village will be responsible for the maintenance of road pavement, drainage, sidewalk and all signage within the Designated Roadways, the maintenance of landscaping within the Designated Roadways (including plants, retaining wall and irrigation system) will be the responsibility of Bayside CDD.

NOW THEREFORE, in consideration of the foregoing, and of the mutual covenants and conditions hereinafter set forth, Bayside CDD and the Village, intending to be legally bound, hereby agree as follows.

SECTION ONE: PURPOSE OF INTERLOCAL AGREEMENT

Bayside CDD and Village desire to enter into an Interlocal Agreement regarding the procedures, rights, duties and obligations that apply to the ongoing maintenance of specified areas of the Designated Roadways being accepted by the Village from WCI and the Bayside CDD. Upon transfer of the jurisdictional responsibility to the Village of the Designated Roadways marked in Exhibit A and B, Bayside CDD will retain maintenance responsibility of all landscaping (plants, retaining wall and irrigation system) for the Designated Roadways.

SECTION TWO: MAINTENANCE RESPONSIBILITIES

- I. The Village agrees to provide the necessary maintenance services and responsibilities for the Designated Roadways mentioned above. The Village will be responsible for maintenance of the roadway drainage system, including inlets and conveyance to the point of discharge into the Bayside CDD's system and will be responsible for any illicit discharge into the Bayside CDD's system from the Designated Roadways.
- II. Bayside CDD acknowledges that the landscaping on the Designated Roadways identified in Exhibit A and B exceeds the current Village core level of service, therefore Bayside CDD will be responsible for on-going maintenance costs and any replacement costs, on both an ongoing and a per incident basis, if damages occur by such acts as errant vehicles, inclement weather or vandalism. Bayside CDD will engage appropriate contractor(s) for the landscaping in accordance with the applicable Bayside CDD procurement procedures.
- III. Standards of Maintenance. Bayside CDD, at its sole cost and expense, shall maintain the landscaping within the Designated Roadways in good condition and order and shall promptly repair any damage that may occur from time to time. Promptly upon receiving notice (which may be telephonic) from Village that the landscaping has been damaged or vandalized, Bayside CDD will take necessary steps to remove any damaged landscaping that presents a safety hazard to the users of the Designated Roadways. Within a reasonable time, the damaged landscaping will be removed and Bayside CDD will take all necessary steps to acquire and install replacement landscaping at its expense. If Bayside CDD fails to maintain and repair the landscaping in accordance with these standards, Village may, but shall not be required to, do so at Bayside CDD's expense, in which case Bayside CDD promptly shall reimburse Village for all costs it incurs in connection with such activities.
- IV. Walden Center Drive North. It is understood by the Parties that the Village shall be under no obligation to accept Walden Center Drive North and related facilities for maintenance until inspected and meets the right-of-way design and construction standards in effect at the time the road was constructed.

SECTION THREE: INDEMNIFICATION

The Parties agree that by execution of this Agreement, no party will be deemed to have waived its statutory defense of sovereign immunity, or increased its limits of liability as provided for in Section 768.28, Florida Statutes.

SECTION FOUR: TERM OF INTERLOCAL AGREEMENT

This Interlocal Agreement shall be deemed effective upon execution by both Parties and filing with the Clerk of the Circuit Court of Lee County, Florida, in accordance with the requirements of Chapter 163.01(11), Florida Statutes. This Agreement will continue in full force and effect unless at such time that the landscaping is removed, abandoned, destroyed or otherwise vacated, discontinued or reconstructed, or until the Village receives the written notice of the Bayside CDD's termination of this Agreement or vice versa.

SECTION FIVE: ASSIGNMENT

No assignment, delegation, transfer, or novation to this Agreement or part hereof, shall be made, unless approved by the Bayside CDD and the Village.

SECTION SIX: NOTICES

All notices or demands are deemed to have been given or made when delivered either (i) in person, (ii) by certified or registered mail, return receipt requested, postage prepaid, (iii) by regular United States mail, or (iv) by next-business day commercial courier, and addressed to the respective parties as follows:

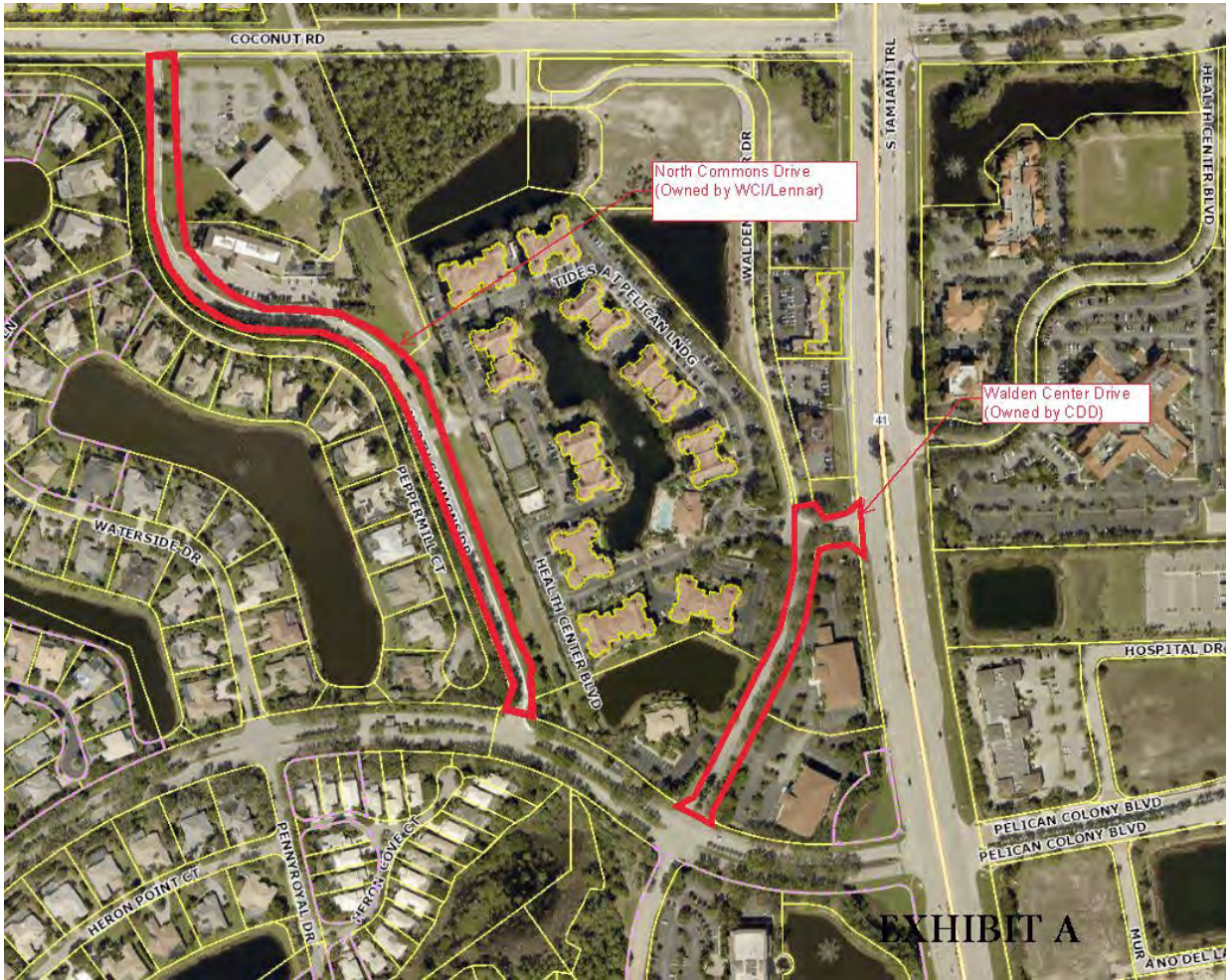
Bayside CDD: Bayside CDD
 c/o Wrathell, Hunt and Associates, LLC
 2300 Glades Road
 Suite 410W
 Boca Raton, FL 33431
 Attention: Bayside CDD Manager

with a copy to: Coleman, Yovanovich & Koester, P.A.
 4001 Tamiami Trail N., Suite 300
 Naples, FL 34103
 Attention: Gregory L. Urbancic, Esq.

Village of Estero: 9401 Corkscrew Palms Circle
 Estero, FL 33928
 Attention: Steve Sarkozy, Village Manager

The address to which any notice or demand may be given to either party may be changed by written notice.

EXHIBIT A



**PAVESE
LAW FIRM**

NEALE MONTGOMERY

Partner

Direct dial: (239) 336-6235

Email: NealeMontgomery@paveselaw.com

1833 Hendry Street, Fort Myers, Florida 33901 | P.O. Drawer 1507, Fort Myers, Florida 33902-1507 | (239) 334-2195 | Fax (239) 332-2243

October 21, 2019

Via Email and U.S. Mail Transmittal

Nancy E. Stroud, Esq.
Village Attorney, Village of Estero
Nancy E. Stroud
Lewis, Stroud & Deutsch, PL
1900 Glades Road, Suite 251
Boca Raton, FL 33431

Ms. Mary Gibbs
Community Development Director
Village of Estero
9401 Corkscrew Palms Circle
Estero, FL 33928

Mr. David Willems
Public Works Director
Village of Estero
9401 Corkscrew Palms Circle
Estero, FL 33928

RE: Pelican Landing DRI State DRI #1-9293-121
Impact Fee Credits/Dedication of North Commons Drive



Dear Ms. Stroud, Ms. Gibbs, and Mr. Willems:

As you know, the Development of Regional Impact Development Order for Pelican Landing in Section II.H.2.c of the DRI DO required the dedication of 60 feet of right of way for a road identified in the DRI DO as Burnt Pine Drive. The road has different names in different segments and the northern segment is North Commons Drive. WCI was required to construct a two lane road in the right of way. The DRI DO provided that the Developer would be entitled to Roads Impact Fee credits for the right of way and construction. The DRI DO also included time frames within which the road had to be built. The DRI DO provides that the terms and conditions of the DRI DO constitute a basis upon which the developer and the County (now the Village) can rely. It is understood that the Village did not adopt the DRI DO, but Condition III.7. provides that any reference to a governmental agency will be construed to mean any future

Nancy E. Stroud, Esq.
Ms. Mary Gibbs
Mr. David Willems
October 21, 2019
Page 2 of 2

instrumentality which may be created and designated as successors in interest. For example, there have been several state agencies that have been terminated and successor agencies established since the adoption of the DRI DO.

WCI is seeking to dedicate the right of way for Burnt Pine Drive n/k/a North Commons Drive for Roads Impact fee credits. WCI is not requesting impact fee credits for the construction, although they are entitled to do so. Credits are regulated under Section 2-275 of the Land Development Code. The Land Development Code provides the documents that must be provided for the dedication of right of way for impact fee credits.

1. An ALTA survey;
2. A specimen deed;
3. ALTA Form B title insurance policy;
4. Property Appraisal in accordance with the LDC and AC-11-5 requirements;
5. A document from the tax collector stating the current status of property taxes; and
6. An affidavit of interest in real property in accord with F.S. Section 286.23.
7. A certified copy of the most recent assessment of the property for tax purposes.

The required documents are attached hereto for your review and consideration. Mike Maxwell prepared the appraisal in accordance with the requirements of the Land Development Code. The Village staff asked Mr. Maxwell to revisit his appraisal and consider other properties identified by the Village. Mr. Maxwell did so and provided the Village with the attached email. The road was constructed in accordance with the approved 2000/2001 Development Order. A certificate of completion was prepared for the road. Due to the passage of time WCI has undertaken improvements to the road and WCI anticipates the receipt of a CC for those improvements. We would respectfully request that this matter be scheduled as soon as possible.

Your consideration of this matter is greatly appreciated.

Sincerely,


Neale Montgomery

NM/kac

cc: Mr. Barry Ernst
Mr. Steve Sarkozy

Enclosures

This Instrument was prepared by:
Charles Bryan Capps, Esq.
Pavese Law Firm
1833 Hendry Street
Fort Myers, FL 33901
Our File No.: 92004.005

PARCEL: North Commons Drive

Parcel ID No. #: 09-47-25-E4-2100A.00CE

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, made this ____ day of _____, 2019, WCI COMMUNITIES, LLC, a Delaware limited liability company, whose address is 10481 Six Mile Cypress Parkway, Fort Myers, Florida 33966 (hereinafter called the "Grantor") to THE VILLAGE OF ESTERO, a municipality of the State of Florida, whose address is 9401 Corkscrew Palms Circle, Estero, Florida 33928, (hereinafter called the "Grantee").

WITNESSETH:

That the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, to it in hand paid, the receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee, its successors and assigns forever, all that certain property, situate lying and being in the Lee County, State of Florida, as more particularly described on Exhibit "A" hereto (the "Property").

TOGETHER WITH all the tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining.

SUBJECT TO:

1. Real Estate Taxes and/or assessments for 2019 and all subsequent years which are not yet due and payable.
2. Covenants, conditions, restrictions, limitations, reservations, easements and other agreements of record affecting the Property, provided however the foregoing shall not be deemed or construed as re-imposing any such items of record.
3. Applicable zoning, land use and subdivision ordinances, restrictions and/or agreements.

TO HAVE AND TO HOLD the above described Property, with the appurtenances, unto the said Grantee, its successors and assigns, in fee simple forever.

And the Grantor does specially warrant the title to said Property subject to the matters referred to above and will defend the same against the lawful claims of all persons claiming by, through or under the Grantor, but not otherwise.

IN WITNESS WHEREOF, the Grantor has caused these presents to be duly authorized in its name and by those thereunto duly authorized, the day and year first above written.

Signed, sealed and delivered
in our presence:

WCI COMMUNITIES, LLC,
a Delaware limited liability company

Signature

Printed Name

By: _____

Print: Darin McMurray

Its: Vice President

Signature

Printed Name

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this ____ day of _____, 2019
by Darin McMurray, as Vice President of WCI Communities, LLC, a Delaware limited liability company,
on behalf of said company. He is personally known to me.

(AFFIX SEAL)

Notary Public - State of Florida
Printed Name: _____

Approved and accepted for and on behalf of The Village of Estero, the day first written above.

ATTEST:
KATHY HALL, VILLAGE CLERK

VILLAGE OF ESTERO, FLORIDA

BY: _____

BY: _____
Bill Ribble, Mayor

Reviewed for legal sufficiency:

By: _____
Burt Saunders, Village Attorney

EXHIBIT "A"

LEGAL DESCRIPTION

All of Tract "A", PELICAN LANDING UNIT TWENTY TWO, (North Commons Drive Right-of-Way) according to the plat thereof, as recorded in Plat Book 58, Pages 17-21 of the Public Records of Lee County, Florida.



First American

Schedule A

Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

5011612 - 2060-4070160

Customer Reference Number: 91900.002
First American File Number: 2060-4070160

1. Effective Date: October 04, 2019 @ 8:00 A.M.

2. Policy or Policies to be issued: Proposed Amount of Insurance:

a. Owner's Policy	
ALTA Owner's Policy of Title Insurance (6-17-06)	\$338,352.00
(with Florida modifications)	

Proposed Insured: The Village of Estero, a municipality of the State of Florida

b. Loan Policy	
ALTA Loan Policy of Title Insurance (6-17-06)	\$
(with Florida modifications)	

Proposed Insured:

c.	\$
----	----

Proposed Insured:

Premium: \$

3. The estate or interest in the land described or referred to in this Commitment is Fee Simple

4. Title to the Fee Simple estate or interest in the land is at the Effective Date vested in:

WCI Communities, LLC, a Delaware limited liability company

5. The land referred to in this Commitment is described as follows:

See Exhibit "A" attached hereto and made a part hereof

Pavese Law Firm

By: _____
Authorized Countersignature for Pavese Law Firm

(This Schedule A valid only when Schedule B is attached.)



First American

Exhibit A

Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

5011612 - 2060-4070160

Customer Reference Number: 91900.002
First American File Number: 2060-4070160

The land referred to herein below is situated in the County of LEE, State of Florida, and is described as follows:

All of Tract "A", PELICAN LANDING UNIT TWENTY-TWO, (North Commons Drive Right-of-Way) according to the plat thereof, as recorded in Plat Book 58, Pages 17 through 21 of the Public Records of Lee County, Florida.



First American

Schedule BI

Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

5011612 - 2060-4070160

Customer Reference Number: 91900.002
First American File Number: 2060-4070160

REQUIREMENTS

The following requirements must be met:

1. Pay and/or disburse the agreed amounts for the interest in the land and/or the mortgage to be insured.
2. Pay us the premiums, fees and charges for the policy.
3. Pay all taxes and/or assessments, levied and assessed against the Land, that are due and payable.
4. The following documents, satisfactory to us, creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded:
 - a) Warranty Deed from WCI Communities, LLC, a Delaware limited liability company, to The Village of Estero, a municipality of the State of Florida. In connection with said deed, we will further require regarding the grantor:
 - i. Production of a copy of the articles of organization and operating agreement if adopted, with an affidavit affixed thereto that it is a true copy of the articles of organization and operating agreement, and all amendments thereto (the "Enabling Documents"), and that the limited liability company has not been dissolved;
 - ii. That said deed shall be executed by all of the members, unless the articles of organization provide that the company shall be governed by managers, then said deed shall be executed by all of the managers;
 - iii. If the Enabling Documents authorize less than all of the members, or managers as the case may be, to execute a conveyance, then said deed may be executed by such members or managers as are authorized by the articles of organization and operating agreement to execute a conveyance, together with any documentary evidence which may be necessary to show the authority of the parties executing the deed to bind the limited liability company;
 - iv. Should any member, or manager if applicable, be other than a natural person, we will require proof of good standing as well as documentation of authority of the person to execute documents on its behalf;
 - v. Certificate from the Secretary of State (or other governmental agency designated for the filing of the Enabling Documents) of said limited liability company's domicile, showing the limited liability company to have been formed prior to the date of acquisition, together with proof as to the current status of said limited liability company;
 - vi. Documentary evidence in recordable form, showing compliance with all requirements regarding conveying company property contained in the Enabling Documents; and

vii. The Company reserves the right to amend the commitment, including but not limited to, the addition of further requirements and/or exceptions as it deems necessary based upon a review of any of the documentation required above.

NOTE: Because the land appears of record to be unencumbered, the Company requires that the affirmative declarations of the title affidavit, which includes a representation that there are no mortgages or other liens against the land whether recorded or not recorded, be properly emphasized before execution. Just as in all transactions, every seller/borrower must be encouraged to disclose any off record encumbrance, lien, or other matter that may affect title before the Company is willing to rely upon the representations contained within the title affidavit.

5. Proof of payment of all The Village of Estero assessments and/or impact fees.
6. Proof of payment of taxes and assessments for the year 2018, and prior years, plus any penalties and interest.
7. Satisfactory verification from appropriate governmental authorities that any and all unrecorded Special Taxing District Liens, City and County Special Assessment Liens, MSBU Assessment Liens, Impact Fees, and Water, Sewer and Trash Removal Charges, have been paid.
8. Note: The following is for informational purposes only and is given without assurance or guarantee: 2018 taxes show **NO TAX DUE**. The gross amount is \$n/a for Tax Identification No. 09-47-25-E4-2100A.00CE.

The following note is incorporated herein for information purposes only and is not part of the exceptions from coverage (Schedule B-II of the commitment and Schedule B-I of the policy):

The following instrument affecting said land is the last conveyancing instrument filed for record within 24 months of the effective date of this commitment:
None



First American

Schedule BII

Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

5011612 - 2060-4070160

Customer Reference Number: 91900.002
First American File Number: 2060-4070160

PART II

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Defect, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Any rights, interests, or claims of parties in possession of the land not shown by the public records.
3. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the land.
4. Any lien, for services, labor, or materials in connection with improvements, repairs or renovations provided before, on, or after Date of Policy, not shown by the public records.
5. Any dispute as to the boundaries caused by a change in the location of any water body within or adjacent to the land prior to Date of Policy, and any adverse claim to all or part of the land that is, at Date of Policy, or was previously under water.
6. Taxes or special assessments not shown as liens in the public records or in the records of the local tax collecting authority, at Date of Policy.
7. Any minerals or mineral rights leased, granted or retained by current or prior owners.
8. Taxes and assessments for the year 2019 and subsequent years, which are not yet due and payable.

NOTES FOR STANDARD EXCEPTIONS: Standard Exceptions for parties in possession, for mechanics liens, and for taxes or special assessments not shown as liens in the public records shall be deleted upon receipt of an acceptable Non-Lien and Possession Affidavit establishing who is in possession of the lands, that there are no liens or encumbrances upon the lands other than as set forth in the Commitment, that no improvements to the lands have been made within the past 90 days or are contemplated to be made before closing that will not be paid in full, and that there are no unrecorded taxes or assessments that are not shown as existing liens in the public records. Any Policies Issued hereunder may be subject to a Special Exception for matters disclosed by said affidavit.

Standard Exception(s) for questions of survey may be deleted upon receipt and review of a properly certified Survey meeting the Florida Minimum Technical Standards for all land surveys dated no more than 90 days prior to closing or such other proof as may be acceptable to the Company. Any Policies issued hereunder may be subject to a Special Exception for matters disclosed by said survey or proof.

9. Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of PELICAN LANDING UNIT TWENTY-TWO, as recorded in Plat Book 58, Page(s) 17-21, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
10. Notice of Development Order and amendments as recorded in Book 2806, Page 1657; Book 3216, Page 4649, Book 3630, Page 252, Book 3769, Page 4090, Instrument No. 2007000116784, Instrument No. 2008000015732 and Instrument No. 2012000092495.
11. Agreement between Pelican Landing Communities, Inc. and Florida Department of Community Affairs recorded in Book 2552, Page 1815.
12. Agreement to Accept and Subordinate Platted Easements recorded in Book 3254, Page 1485.
13. Covenant of Unified Control recorded in Book 2761, Page 2299 and Book 3096, Page 1311.
14. Notice of Development Order Approval recorded in Book 2697, Page 1965 and Book 2734, Page 317.
15. Notice of Development Order Approval recorded in Book 3424, Page 4531.
16. Any lien as provided for by Chapter 159, Florida Statutes, in favor of any city, town, village or port authority for unpaid service charges for service by any water, sewer or gas systems supplying the lands described herein.

Customer Reference Number: 91900.002
First American File Number: 2060-4070160

Note: All of the recording information contained herein refers to the Public Records of LEE County, Florida, unless otherwise indicated. Any reference herein to a Book and Page is a reference to the Official Record Books of said county, unless indicated to the contrary.

Notices - Where Sent

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company, Attention: Claims Department, 1 First American Way, Santa Ana, CA 92707.

Service, Quality and Availability

First American Title Insurance Company cares about its customers and their ability to obtain information and service on a convenient, timely and accurate basis. A qualified staff of service representatives is dedicated to serving you. A toll-free number is available for your convenience in obtaining information about coverage and to provide assistance in resolving complaints at 1-800-854-3643. Office hours are from 8:30 a.m. through 5:30 p.m. Monday through Friday.



First American

Pavese Law Firm
1833 Hendry Street
Fort Myers, FL 33901
Phn - (239)336-6242
Fax - (239)332-2243

07/24/2018

Re: Customer Reference Number: **91900.002**
First American File Number: **2060-4070160**

Property Address: **Right of way / North Commons Drive, Pelican Colony Blvd, estero, FL 33928**

YOU MAY BE ENTITLED TO A REDUCED PREMIUM FOR TITLE INSURANCE IF THIS OFFICE IS PROVIDED WITH A PRIOR OWNER'S POLICY INSURING THE SELLER OR MORTGAGOR IN THE CURRENT TRANSACTION.

An order has been placed with this company for a title insurance policy. The purpose of this letter is to provide you with important information regarding the title insurance premium that has been or will be charged in connection with this transaction.

Eligibility for a discounted title insurance premium will depend on :

REFINANCE TRANSACTIONS:

To qualify for a reduced premium for title insurance you must provide our office with a copy of your prior owner's policy of title insurance insuring your title to the above-referenced property.

SALES TRANSACTIONS:

To qualify for a reduced premium for title insurance you must provide our office with a copy of your (or your seller's) prior owner's policy of title insurance insuring your title to the above-referenced property. The effective date of the prior owner's policy must be less than three years old or the property insured by the policy must be unimproved (except roads, bridges, drainage facilities and utilities are not considered improvements for this purpose).

To qualify for the reduced rate, you or your representative may hand deliver, mail or fax a copy of the prior owner's policy of title insurance to the above address or fax number prior to closing, although we will accept the prior policy up to 5 working days after the closing date of your transaction.



Privacy Information

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.

In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.



MAXWELL·HENDRY·SIMMONS
real estate appraisers & consultants

Appraisal Report

"As Vacant" Residential Tract
North Commons Drive Right of Way
Estero, Lee County, Florida

Date of Valuation: 29 August 1994 (Retrospective)

Date of Inspection: 30 May 2019

Date of Report: 13 June 2019

File Name: 19056102 – Lennar – North Commons Drive



Prepared For
WCI/Lennar

10481 Six Mile Cypress Parkway
Fort Myers, Florida 33966

Info@MHSappraisal.com
(239) 337-0555 • MHSappraisal.com
12600 World Plaza Lane, Building #63 • Fort Myers, FL 33907



MAXWELL · HENDRY · SIMMONS
real estate appraisers & consultants

13 June 2019

WCI/Lennar
10481 Six Mile Cypress Parkway
Fort Myers, Florida 33966

Attention: Mr. Barry Ernst

Re: Appraisal of North Commons Drive Right of Way, Estero, Florida

Dear Mr. Ernst:

As you requested, we have performed an appraisal of the above-referenced property, which is legally described within the attached report. This letter is an integral part of, and inseparable from, this report.

The purpose of the appraisal is to estimate the market value of the subject property "as though vacant" condition. The subject property is currently improved with asphalt and drainage improvements within the North Commons right of way. This appraisal consists of land and roadway improvements, thus creating a Hypothetical Condition that we are appraising the property as though vacant. We are appraising the subject property as of the date one day preceding the RPD zoning. Our client is donating this tract for purposes of a road donation to the Village of Estero for impact fee credits. Our effective appraisal date is 29 August 1994, the day immediately preceding the RPD zoning. On our effective date, the subject property was zoned AG-2. The subject property was classified as Urban Community under the Future Land Use for Lee County. The intended use of this appraisal report is understood to be for road donation purposes for impact fee credits. The intended user of this report is Lennar and/or its affiliates.

The subject property was inspected on 30 May 2019 by W. Michael Maxwell, MAI, SRA. This appraisal report is intended to conform to the Uniform Standards of Professional Appraisal Practice & the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute. This appraisal is made subject to the Assumptions and Conditions contained within the body of this report.

Based upon our analysis of the data contained within the attached appraisal report, it is our opinion that the retrospective market value of the fee simple interest in the subject property, as of 29 August 1994, was

THREE HUNDRED TWENTY FIVE THOUSAND DOLLARS - \$325,000

Respectfully submitted,

W. Michael Maxwell, MAI, SRA
State-Certified General Real Estate Appraiser
RZ 55

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SEC. I: INTRODUCTION

OWNER OF RECORD:	WCI Communities, LLC
ADDRESS:	None designated. The subject property consists of the right of way of North Commons Drive extending from Coconut Road on the north boundary to Pelican Colony Boulevard at the south end.
TAX ID:	09-47-25-E4-2100A.00CE
LEGAL DESCRIPTION:	Tract A Pelican Landing Unit 22 as recorded in Plat Book 58, Pages 17 to 21, public records, Lee County, Florida
SITE AREA:	The subject property is part of a larger parent tract of 42.54 acres. The subject property (donation tract) is the easterly 2.868 acres of the development now known as Waterside.
IMPROVEMENTS:	None being appraised. This appraisal consists of vacant land only. There are roadway improvements in place which are not being appraised, thus creating a Hypothetical Condition.
ZONING / FUTURE LAND USE:	AG-2 / Urban Community
HIGHEST & BEST USE AS VACANT:	Residential Development
EFFECTIVE DATE OF THE APPRAISAL:	29 August 1994
DATE OF THE REPORT:	13 June 2019
INTENDED USER:	This appraisal is made for the exclusive use of our client, Lennar and/or affiliates, and its use by others is strictly prohibited.
INTENDED USE:	The intended use of this assignment is for road donation purposes for impact fee credits.
VALUE INDICATIONS:	
COST APPROACH:	N/A
SALES APPROACH:	\$325,000
INCOME APPROACH:	N/A
FINAL OPINION:	\$325,000



SEC. II: SCOPE OF WORK

According to the Uniform Standards of Professional Appraisal Practice (USPAP), 2018/19 Edition, the Scope of Work includes, but is not limited to:

- the extent to which the property is identified;
- the extent to which tangible property is inspected;
- the type and extent of data research; and
- the type and extent of analysis applied to arrive at opinions or conclusions.

EXTENT OF PROPERTY IDENTIFICATION

For this analysis, the subject property was identified by a legal description and research of public records via the internet. For this appraisal, reliance was placed primarily upon information provided by the local public records, as well as information provided by our client.

EXTENT OF INSPECTION

For the purposes of this appraisal, W. Michael Maxwell, MAI, SRA conducted an inspection of the subject property on 30 May 2019.

TYPE AND EXTENT OF DATA RESEARCH

Data research is regularly conducted using the following sources:

- Public Records
- Local REALTOR® Association Multiple Listing Services (MLS)/Loopnet/CCIM
- CoStar comparables service
- Information from contractors, brokers and agents in the area

The primary emphasis of the data research concentrated on the subject market area. Census data, as well as municipal and governmental websites, were utilized in gathering the information analyzed. The time period researched for any sale data encompasses the past few years up until the date of the most current data available. All comparable data is verified with the buyer, seller or a property representative unless otherwise indicated. In the analysis, the selling price, financing, motivation to purchase/sell and, if applicable, any lease or income/expense information was verified as of the time of sale.

TYPE AND EXTENT OF ANALYSIS

Purpose of the Appraisal

The purpose of this appraisal is to estimate the "as vacant" retrospective market value of the subject property as of 29 August 1994 as if free and clear of all liens, mortgages, encumbrances, and/or encroachments.



Condition Appraised

In this analysis, we are estimating retrospective market value, as defined by The Appraisal Institute in *The Dictionary of Real Estate Appraisal, Sixth Edition* as follows:

A value opinion effective as of a specified historical date. The term retrospective does not define a type of value. Instead, it identifies a value opinion as being effective at some specific prior date. Value as of a historical date is frequently sought in connection with property tax appeals, damage models, lease renegotiation, deficiency judgments, estate tax, and condemnation. Inclusion of the type of value with this term is appropriate, e.g., "retrospective market value opinion."

As of the retrospective appraisal date (29 August 1994), we are uncertain if there were any roadway improvements installed. In any case, the purpose of this appraisal is to estimate the market value of the land only without regard to any current or subsequent roadway improvements which were installed. This appraisal consists of vacant land only.

Real Property Interest Appraised

There are primarily two forms of interest to consider when developing an opinion of value for real property. These are defined by The Appraisal Institute in *The Dictionary of Real Estate Appraisal, Sixth Edition* as follows:

Fee simple interest (estate) is:

Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.

Leased fee interest is:

The ownership interest held by the lessor, which includes the right to receive the contract rent specified in the lease plus the reversionary right when the lease expires.

As the subject property is vacant land, the interest being appraised in this situation is the undivided fee simple interest in the land as if free and clear of all liens, mortgages, encumbrances, and/or encroachments except as may be amended in the body of this report.

Value Appraised

The opinion of value developed and reported herein is the market value of the subject property. Market value, as defined by the agencies that regulate financial institutions in the United States and published by 12 CFR Ch. V Part 564.2 (g) *Office of Thrift Supervision, Department of the Treasury*, is:

The most probable price that a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus.

Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- a. Buyer and seller are typically motivated.
- b. Both parties are well informed or well advised, and acting in what they consider their own best interests.
- c. A reasonable time is allowed for exposure in the open market.
- d. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- e. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.



Approaches Developed

In this appraisal, only the Sales Comparison Approach to Value is considered applicable. The subject property is being appraised "as vacant" and, therefore, only the Sales Comparison Approach to Value would apply.

Report Type

This is an Appraisal Report which is intended to comply with the reporting standards set forth under Standard Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice (USPAP - 2018/19).

ASSUMPTIONS

An assumption is defined by The Appraisal Institute in *The Dictionary of Real Estate Appraisal, Sixth Edition* as follows:

"that which is taken to be true."

Please see the Addenda for further details regarding the assumptions utilized in this appraisal.

EXTRAORDINARY ASSUMPTIONS

Extraordinary Assumption is defined by the Uniform Standards of Appraisal Practice (USPAP), 2018/19 Edition, as:

"an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions."

Per USPAP standards, please note that the use of extraordinary assumptions might have affected the assignment results. It is strongly recommended that the reader thoroughly read the entirety of these assumptions, as they outline the limitations under which this appraisal is developed.

None applicable.

HYPOTHETICAL CONDITIONS

Hypothetical Condition is defined by the Uniform Standards of Appraisal Practice (USPAP), 2018/19 Edition, as:

"a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis."

Per USPAP standards, please note that the use of hypothetical conditions might have affected the assignment results. It is strongly recommended that the reader thoroughly read the entirety of these assumptions, as they outline the limitations under which this appraisal is developed.

- As of our effective appraisal date (29 August 1994), we are uncertain as to what, if any, roadway improvements might have been in place. Assuming that there were roadway improvements in place as of the effective date, we are not considering these improvements. This appraisal consists of vacant land only.



SEC. III: MARKET AREA ANALYSIS

The subject property, in 1994, was in an area generally described as South Lee County/Bonita Springs. This area between South Lee County and North Naples was a burgeoning area about to be significantly improved, even in the early/mid-1990s. The Village of Estero was not yet in existence. Significant development was occurring in Lee County and North Collier County at that time. The obvious direction of growth between these two metropolitan areas was toward the Bonita Spring/now Estero areas. Major capital improvements were either under way or soon to be underway. For example, the Southwest Florida International Airport was completed and a recent runway extension was made to allow for transatlantic flights. A new \$576 million upgrade included a US Customs office and new cargo facility. In 1994, the airport handled approximately 4 million passengers which was a nearly 8% gain over the preceding year.

The second major project developing in this immediate vicinity was the announcement of Florida's 10th public university. This occurred in late 1995. The university was subsequently named Florida Gulf Coast University. This university opened in 1997 and has seen significant growth and development since that date.

Other large retail centers such as Gulf Coast Town Center and Coconut Point along with significant U.S. 41 roadway improvements, outparcel development, and other strip shopping center developments have created a major interest in this area through the 1990s and well past the 2000s. In the early/mid-1990s, development was about to explode.

In 1995, Lee County had a population of about 376,000 residents. In the year preceding, the population was 367,410 which is a 2.5% increase over one year. Southwest Florida overall increased at about the same rate. To give some perspective, this population has now doubled since that date to where now Lee County has approximately 700,000+ residents.

Residential housing starts in 1994/1995 were also seeing continued growth. In Lee County, there were 5,217 housing starts. This increased to 5,307 housing starts in 1995 or a nearly 2% increase over just one year. Over the five year period 1990-1995, the average was about 4,545 housing units. The total Southwest Florida region saw an even stronger increase with a nearly 13% increase from 16,719 starts up to 18,863 starts in 1995. Nearby Collier County experienced similar growth. In August 1994, the median national price was \$133,300. This continued to escalate over the years. Lee County saw strong increases in the median pricing in the early/mid 1990s.

Per capita personal income also saw strong increases in the early/mid 1990s. The per capita income in Lee County for 1994 was reported at \$22,172. This increased to \$22,583 or 1.9% in 1995. Collier County saw a stronger increase of 4%.

Labor force and employment numbers were also quite strong in 1995. The Lee County civilian labor force in 1995 was 170,791. The unemployment rate was 4.8%. This compares to the overall unemployment rate in Florida of 6%.

In summary, the economic outlook for Lee County was quite positive in the mid-1990s. It was reported by the Florida Office of Economic Development that the Fort Myers – Cape Coral market area was one of the fastest growing metropolitan areas in the United States. The largest and fastest growing segment of Lee County's population was younger adults aged 25 to 44. New market participants included Sony Electronics, American Power Conversion, Chico's, Shaw Aero Devices, among others. Later, we would see Hertz locate to the Estero market area. In the mid-1990s, the Fort Myers market and the national market was emerging from a mild recession. All indicators were that Lee County would continue to grow rapidly. The submarket area of what is now Estero/Bonita Springs, was clearly ground zero for future growth in South Lee County/North Collier County. Major institutional drivers such as FGCU and the Southwest Florida International Airport combined with large scale retail development would clearly set the stage for significant residential development in the years to follow. Indeed, that is exactly what has happened. The trends in 1994 were clearly positive and market participants anticipated future growth. Frankly, very few envisioned the growth that would follow. Nonetheless, as of our

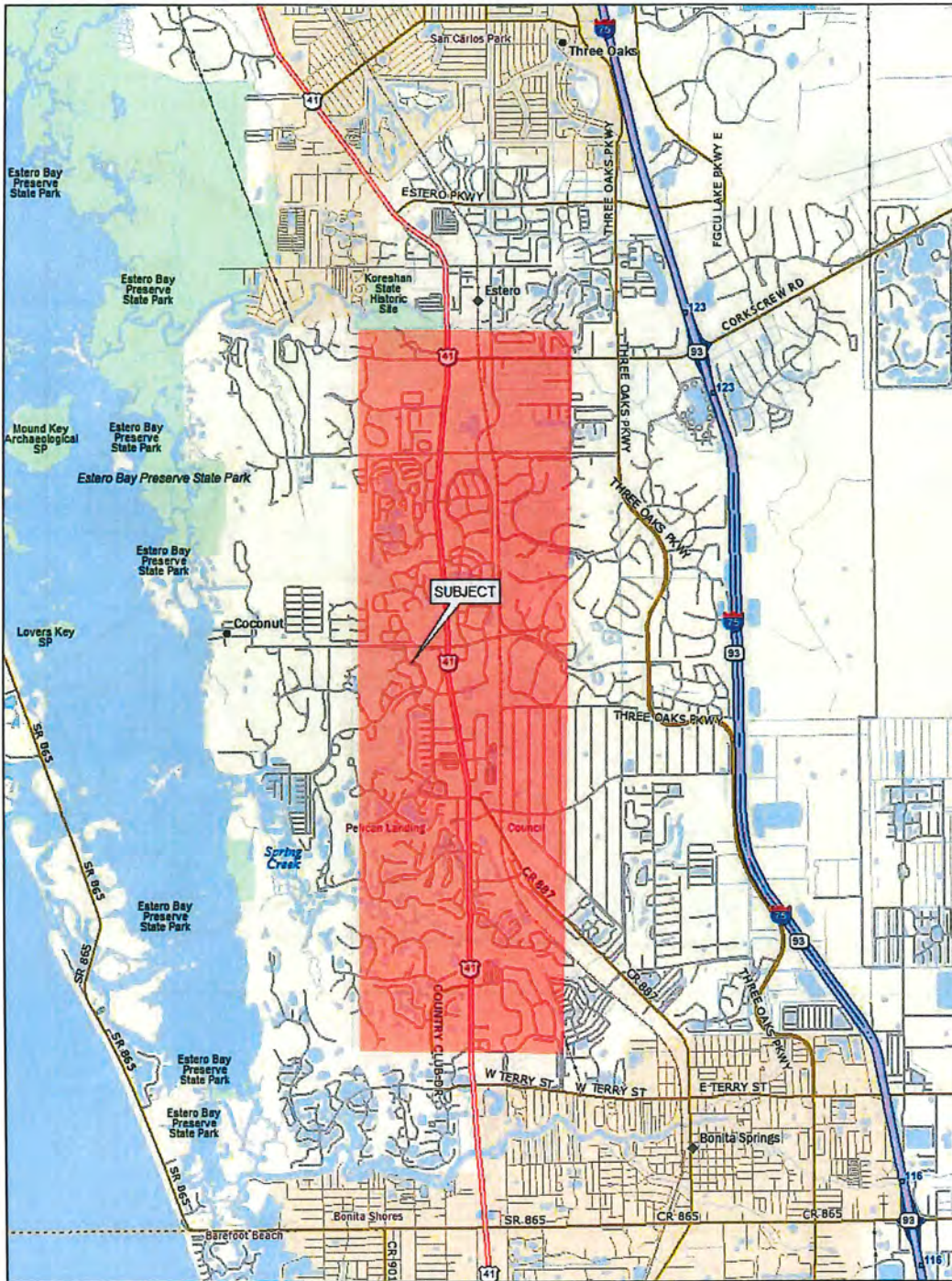


effective date, the market indicators, opinions, forecasts, expectations, etc. were very positive. As of our effective appraisal date, we foresee a robust and strong development pattern for this submarket area.



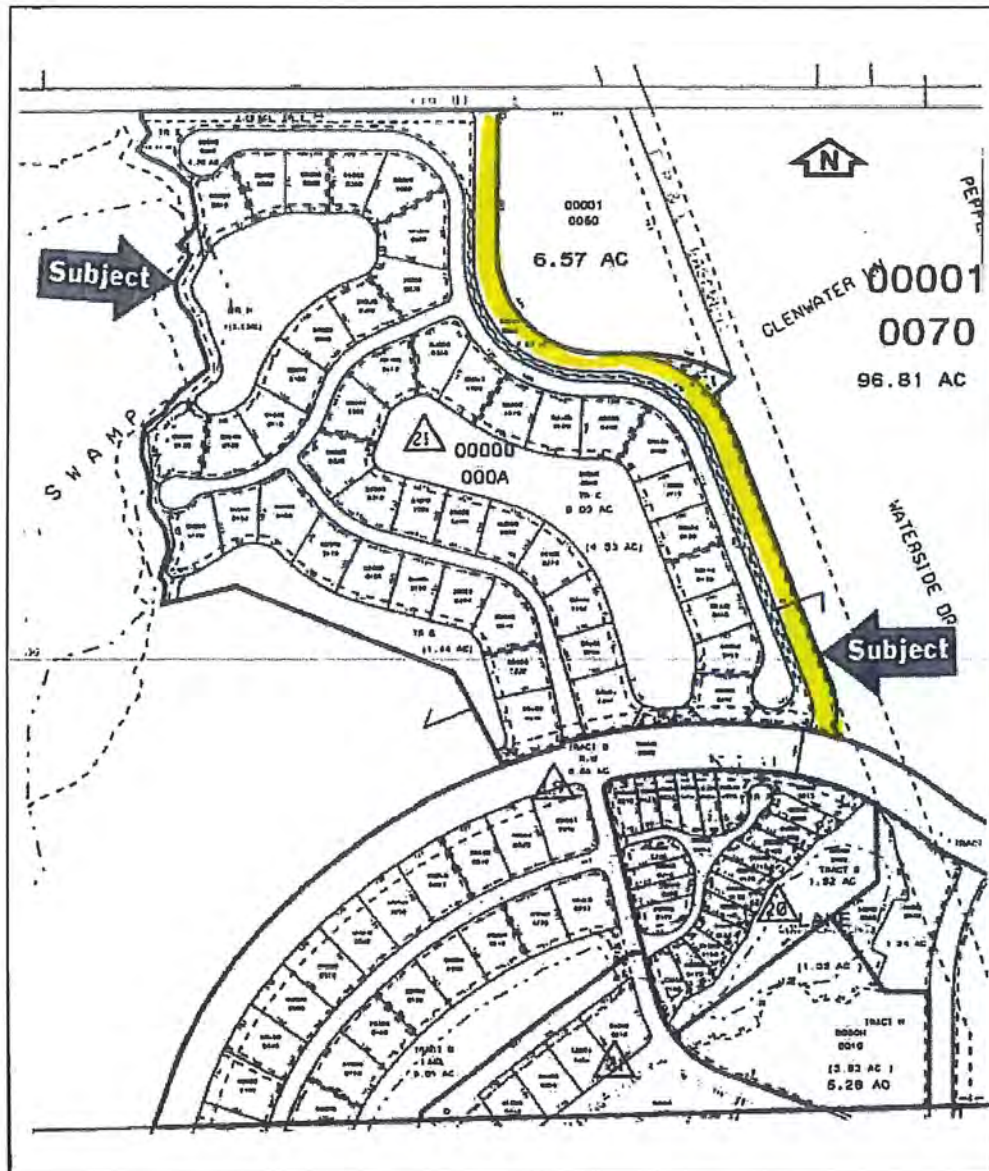
SEC. IV: PROPERTY DESCRIPTION

LOCATION MAP





PLAT MAP





PROPERTY PHOTOGRAPHS



SW'LY VIEW OF PARENT TRACT



S'LY VIEW OF DONATION TRACT (NORTH COMMONS DRIVE)



W'LY VIEW ALONG COCONUT ROAD



E'LY VIEW ALONG COCONUT ROAD



N'LY VIEW FROM SOUTH TERMINUS OF NORTH COMMONS DRIVE



N'LY VIEW MIDWAY ALONG NORTH COMMONS DRIVE



SITE CHARACTERISTICS

ADDRESS:	None designated. The subject property consists of the right of way of North Commons Drive extending from Coconut Road on the north boundary to Pelican Colony Boulevard at the south end.
TAX ID:	09-47-25-E4-2100A.00CE
LEGAL DESCRIPTION:	Tract A Pelican Landing Unit 22 as recorded in Plat Book 58, Pages 17 to 21, public records, Lee County, Florida
LOCATION/ACCESS/ EXPOSURE:	The property consists of the North Commons Drive right of way extending from Coconut Road on the north to Pelican Colony Boulevard on the south. North Commons Drive today is a two lane, asphalt paved roadway with sidewalks, curbs, and drainage improvements. This road functions more or less as a reverse frontage road for residents and travelers between the two aforementioned roadways.
SIZE (SITE AREA)/SHAPE:	The donation tract is the North Commons Drive right of way which totals 2.87 acres or 124,930 square feet. The subject property is serpentine in shape.
PHYSICAL FEATURES (TOPOGRAPHY, ELEVATION, ETC.):	The subject parcel is being appraised as of the retrospective date 29 August 1994 and as though vacant and undeveloped. As of the effective date, it is not known whether there were roadway improvements in place or not. This appraisal consists of land only without regard to any improvements that may have been in place. We are valuing the subject property as part of the larger development tract of 42.54 acres which were undeveloped at that time. The donation tract is the easterly 2.86 acres of the parent tract of 42.54 acres. Drainage was most likely minimal or poor at that time. The drainage improvements, clearing, etc. all occurred since the effective date. We are assuming the subject property was largely wooded at that time.



UTILITIES:	The subject property would be serviced by full utilities including electricity provided by Florida Power and Light, telephone service provided by Sprint United Telephone Company of Florida, and public water/central sewer provided by Bonita Springs Utility Company. At that time, police and fire protection would have been provided by Lee County authorities.
FLOOD ZONE:	As of the effective appraisal date, the subject property was designated in an area identified as Zone B, according to Community Panel #125124-0465-C dated 4 November 1992. Zone B is in an area between the 100 year and 500 year flood plains.
EASEMENTS, ENCROACHMENTS, ETC.:	There are no known adverse easements, encroachments, restrictions, encumbrances, leases, reservations, covenants, contracts, declarations, special assessments, ordinances or other items of a similar nature. We have utilized the recorded plat for sizes. We note that Pelican Landing Unit 22 had several easements encumbering various portions of the property. These easements are typical drainage and utility easements and we believe would have no impact on the value.
ASSESSED VALUE, TAXES, AND ASSESSMENTS:	The subject property is a road right of way and, as such, has no specific assessed value or ad valorem taxes due.



ZONING:	<p>The subject property is currently zoned RPD. However, our retrospective appraisal assumes that the RPD zoning does not exist and/or that we select as the effective date the date prior to the granting of the RPD zoning. Prior to the RPD zoning, the subject property was zoned AG-2. Our effective appraisal date is the day prior to the zoning which we have been told is 29 August 1994. The AG-2 zoning is either an agricultural classification and/or is viewed as a holding category prior to rezoning.</p>
FUTURE LAND USE:	<p>The subject property is designated Urban Community under the Lee County future land use plan. Per the Comprehensive Plan:</p> <p><i>POLICY 1.1.4: The Urban Community areas are areas outside of Fort Myers and Cape Coral that are characterized by a mixture of relatively intense commercial and residential uses. Included among them, for example, are parts of Lehigh Acres, San Carlos Park, South Fort Myers, Iona/McGregor, Pine Island, and Gasparilla Island. Although the Urban Communities have a distinctly urban character, they should be developed at slightly lower densities. As the vacant portions of these communities are urbanized, they will need to maintain their existing bases of urban services and expand and strengthen them accordingly. As in the Central Urban area, predominant land uses in the Urban Communities will be residential, commercial, public and quasi-public, and limited light industry (see Policy 7.1.6) with future development in this category encouraged to be developed as a mixed-use, as described in Policy 2.12.3., where appropriate. Standard density ranges from one dwelling unit per acre (1 du/acre) to six dwelling units per acre (6 du/acre), with a maximum of ten dwelling units per acre (10 du/acre). Any bonus densities approved on the properties added to the Urban Community future land use category in conjunction with CPA2010-00002 must be achieved through use of the transfer of development rights program. (Amended by Ordinance No. 94-30, 02-02, 09-06, 10-10, 10-33)</i></p> <p>Further details for the aforementioned future land use classifications are set forth in the Comprehensive Plan and the reader is encouraged to review these if further detail is required.</p>



SEC. V: HIGHEST & BEST USE ANALYSIS

Real estate is valued in terms of its highest and best use. Highest and best use is the use which would be the most profitable and likely use of a property. It may also be defined as that available use and program of future utilization which produces the highest present land value. Highest and best use is defined by *The Dictionary of Real Estate Appraisal, Sixth Edition*, as follows:

1. *The reasonably probable use of property that results in the highest value. The four criteria that the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity.*
2. *The use of an asset that maximizes its potential and that is possible, legally permissible, and financially feasible. The highest and best use may be for continuation of an asset's existing use or for some alternative use. This is determined by the use that a market participant would have in mind for the asset when formulating the price that it would be willing to bid. (IVS)*
3. *[The] highest and most profitable use for which the property is adaptable and needed or likely to be needed in the reasonably near future. (Uniform Appraisal Standards for Federal Land Acquisitions)*

The Highest and Best Use Analysis begins with an analysis of the property as if vacant and available to be put to its highest and best use. The property is further analyzed if there are improvements, either existing or proposed, for the site. The four criteria of highest and best use are as follows:

- Legally Permissible Use - what uses are permitted by zoning and deed restrictions on the subject property?
- Physically Possible Use - what uses are physically possible to put on the site?
- Financially Feasible Use - which possible and permissible uses will produce a net return to the owner of the site?
- Maximally Productive Use - among the feasible uses, which use will produce the highest net return?

PRESENT USE

The subject property is presently the road right of way for North Commons Drive. We are valuing the subject property as though vacant. Further, we are valuing the subject property as a part of a larger parent tract size of 42.54 acres. The developers will be donating the easterly 2.86 acres.

HIGHEST AND BEST USE AS VACANT

The highest and best use analysis of the site examines the type of improvement that is most appropriate for a particular site.

Legally Permissible

In 1994, the subject property was zoned AG-2 and RPD. We are told that the zoning immediately prior to the RPD on 29 August 1994 was AG-2. We are appraising the subject property with the AG-2 zoning in place. We note that the requirement for impact fee credits require the appraisal to reflect "pre-zoning" conditions. Importantly, we note that as of the effective date, the subject property was designated under the future land use code for Urban Community. The Urban Community is a classification which allows for standard densities of one unit up to six units per acre with a maximum density of 10 units per acre. While the preferred zoning would be for residential development, the Comprehensive Land Use Plan is the larger framework under which properties are ultimately developed. The Lee County Comprehensive Land Use Plan was adopted in 1984. At that time, the subject property was designated for residential development. In our opinion, achieving the necessary residential zoning (RPD) would not have been a particularly burdensome task given the blessing from the Lee



County Comprehensive Land Use Plan for residential development. We therefore believe that the subject property on 29 August 1994 would have been for eventual residential development subject to a rezoning. We believe the likelihood of a rezoning, given the comprehensive land use designation would have been highly likely and expected by most market participants. State in the more common vernacular, no one would have bought the subject property in this location with this comprehensive land use plan in place and assume that the property would remain farmland or some other agricultural use.

Physically Possible

Various physical factors have an effect on the uses to which a property may be developed. These factors include size, shape, topography, and soil conditions. The larger parent tract was a suitable tract of 42.54 acres situated in the Pelican Landing community. Significant development had occurred and would subsequently follow in this area. Full utilities are available. There were presumably no adverse physical features present which would have precluded the use of the property for eventual residential development. We therefore believe that the physically suitable and possible use of the property would have been for residential development purposes.

Financially Feasible/Maximally Productive

As noted in previous discussion under the Market Analysis, the larger Lee County area and more particularly the submarket area of Bonita Springs/Estero was experiencing strong economic development even in the mid-1990s. The expectation would be that major development would occur. Indeed, as the years pass, the Bonita Springs/Estero market areas have exploded with residential and commercial development. The continual migration of retirees to Southwest Florida continues and the expectation of most market participants would be that development of residential would be most appropriate. History has proven this to be exactly the case as these market areas continue to grow and expand rapidly with increasing property values and new developments. The maximally productive use of the subject property would have been for residential development. We concluded the highest and best use of the subject property is for eventual residential development purposes for the larger parent tract.



SEC. VI: VALUATION OF SUBJECT PROPERTY

THE APPRAISAL PROCESS

There are three standard approaches to property valuation:

- Cost Approach to Value
- Sales Comparison Approach to Value
- Income Approach to Value

Each of these three approaches usually will indicate a slightly different value. After all of the factors of the three approaches have been carefully weighed, the indicators of value are correlated to a final opinion of value.

Cost Approach to Value

The Cost Approach to Value requires estimating the replacement cost new of the improvements, utilizing current labor and material prices and modern construction techniques. Next, accrued depreciation is estimated and subtracted from the cost new. Finally, the land value is added to the remainder to derive a value for the property as a whole. The Cost Approach is most reliable when the improvements are new and the land value can be reasonably estimated. Conversely, when the improvements are older and/or adequate land sales are not available, the Cost Approach provides a less reliable result.

Sales Comparison Approach to Value

An estimate under the Sales Comparison Approach to Value is derived by comparing the property under appraisal with other similar properties that have sold in recently. The Sales Comparison Approach is most reliable when the comparable sales are very similar to the subject property and have occurred relatively recently. Conversely, when large or numerous adjustments are necessary, the Sales Comparison Approach is less reliable.

Income Approach to Value

The Income Approach to Value is normally applied to commercial or income-oriented properties, since it measures the present worth of future rights to income. The Income Approach to Value, when adequate income and expense data are available, is often the most reliable approach in the valuation of commercial properties as it best represents investors' and lenders' actions in the marketplace.

Approaches Developed

As discussed within the Scope of Work section of this report, we have utilized the Sales Comparison Approach exclusively in estimating market value.



THE SALES COMPARISON APPROACH TO VALUE

The Sales Comparison Approach to Value is a process of comparing sales of similar properties in the marketplace to the subject property.

Market data, when carefully verified and analyzed, is good evidence of value because it represents the actions and reactions of sellers, users and investors. The market value estimate has been defined as an interpretation of the reactions of typical users and investors in the marketplace. The Sales Comparison Approach is based upon the principle of substitution, which states that a prudent person will not pay more to buy a property than it would cost to buy a comparable substitute property. The price a typical purchaser pays is usually the result of an extensive shopping process in which he/she is constantly comparing available alternatives.

The steps in the Sales Comparison Approach are:

1. Seek out similar properties for which pertinent sales and data are available.
2. Qualify the prices as to terms, motivating forces and bona fide nature.
3. Compare each of important attributes of the comparable properties with the corresponding attributes of the property being appraised under the general division of time, location and physical characteristics.
4. Consider all dissimilarities in terms of their probable effect upon the sale price.
5. Formulate an opinion of relative value of the property being appraised as compared with the price of each similar property.

Source: Appraisal Institute, The Appraisal of Real Estate, 14th edition. (Chicago: Appraisal Institute, 2013).

In estimating the market value of the subject property via the Sales Comparison Approach, we have analyzed the following comparable sales:



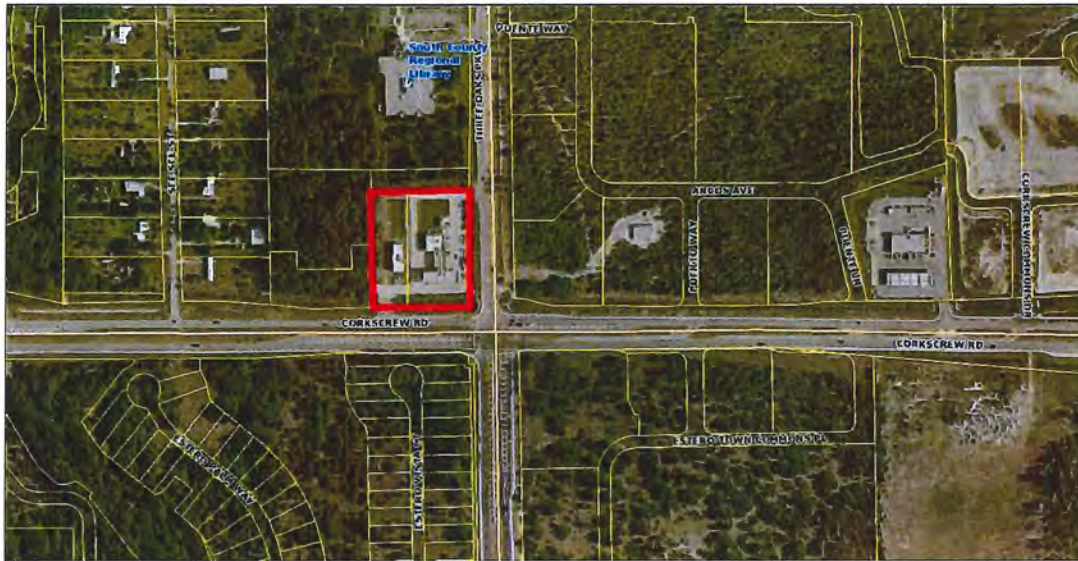
COMPARABLE LAND SALES MAP





COMPARABLE LAND SALE 1

3675



DATE OF SALE: July 30, 1997

SALE PRICE: \$425,000

SALE PRICE (ADJUSTED): \$425,000

RECORDING: 2863/556 & 2863/559

GRANTOR: Barnett Bank, N.A.

GRANTEE: Metro One Development Company & FJ Associates, Inc.

FINANCING: Cash

TOPOGRAPHY: Basically level

HIGHEST AND BEST USE: Commercial Development

SITE AREA: 126,324 Square Feet
2.900 Acres

ADDRESS: Corkscrew Road

STRAP #: 34-46-25-00-00019.0000 (part of)

SALE CONDITIONS: Arm's Length

UTILITIES: Water, electric and telephone

ZONING: AG-2

LAND USE: Urban Community

SALE HISTORY: None in past three years

ACCESS: Intersection

UNIT OF VALUE: \$3.36 Per SF
\$146,552 per AC

COMMENTS: The property is located at the northwest corner of Corkscrew Road and Three Oaks Parkway in Estero. The sale was recorded in two separate transactions:

OR 2863/556, \$385,000, Barnett Bank to Metro One Development Company

OR 2863/559, \$40,000, Barnett Bank to FJ Associates, Inc



COMPARABLE LAND SALE 2

3673



DATE OF SALE: July 15, 1999

SALE PRICE: \$1,000,000

SALE PRICE (ADJUSTED): \$1,000,000

RECORDING: 3149/4669

GRANTOR: Daniel L and Lisa A Lagemann and Norman L and Beverly L Primeau

GRANTEE: Koreshan Unity Foundation, Inc

FINANCING: Seller financing for \$500,000

TOPOGRAPHY: Wooded

HIGHEST AND BEST USE: Residential

SITE AREA: 385,860 Square Feet
8.858 Acres

ADDRESS: 8801 Corkscrew Road

STRAP #: 33-46-25-00-00009.0000 (old STRAP number)

SALE CONDITIONS: Arm's Length

UTILITIES: Full

ZONING: AG-2

LAND USE: Urban Community

SALE HISTORY: None in previous three years

ACCESS: Direct

UNIT OF VALUE: \$2.59 Per SF
\$112,891 per AC

COMMENTS: The property is located on the north side of Corkscrew Road, east of S Tamiami Trail in Estero. There is a 4,151 square foot single family home on the property of little or no value to the property. The property was subsequently re-zoned to MPD.



COMPARABLE LAND SALE 3

3676



DATE OF SALE: June 24, 1999

SALE PRICE: \$4,500,000

SALE PRICE (ADJUSTED): \$4,500,000

RECORDING: 3136/1614

GRANTOR: Stephen Machiz, Dawson Gladding, and Philip C Bennett

GRANTEE: Alico Development Corporation

FINANCING: Cash to seller

TOPOGRAPHY: Partially cleared

HIGHEST AND BEST USE: Industrial and/or Commercial

SITE AREA: 1,533,312 Square Feet
35.200 Acres

ADDRESS: Alico Road

STRAP #: 03-46-25-00-00001.1100

SALE CONDITIONS: Arm's Length

UTILITIES: Telephone, electric & water (sewer to be extended by bond issue)

ZONING: AG-2

LAND USE: Interchange Industrial Commercial

SALE HISTORY: None in previous three years

ACCESS: Direct

UNIT OF VALUE: \$2.93 Per SF
\$127,841 per AC

COMMENTS: This site is located at the northeast corner of Alico Road and the future Three Oaks Parkway Extension in Fort Myers. It is the appraiser's understanding the future alignment of this extension has been established from Alico Road to approximately one mile north. However, one mile north of Alico Road and beyond the alignment was not established when this property sold. The property was subsequently rezoned to CPD.



COMPARABLE LAND SALE 4

3672



DATE OF SALE: February 22, 1994

ADDRESS: Pinewater Drive

SALE PRICE: \$2,326,500

STRAP #: 21-47-25-25-00000.000A

SALE PRICE (ADJUSTED): \$2,326,500

SALE CONDITIONS: Arm's Length

RECORDING: 2474/3978

UTILITIES: Full

GRANTOR: Pelican Landing Communities, Inc.

ZONING: RPD

GRANTEE: Pinewater West Associates Joint Venture

LAND USE: Outlying Suburban

FINANCING: Seller provided short-term \$1,861,200 PMM at undisclosed terms

SALE HISTORY: None within past 3 years

TOPOGRAPHY: Basically level

ACCESS: Direct-paved

HIGHEST AND BEST USE: Residential

SITE AREA: 790,614 Square Feet

UNIT OF VALUE: \$2.94 Per SF

18.150 Acres

\$128,182 per AC

ALLOWABLE UNITS: 47

\$49,500 Per Unit

COMMENTS: The property is located at the northerly terminus of Pinewater Drive in the Pelican Landing DRI in Bonita Springs. Access to the property is by Pinewater Drive, an asphalt-paved, publicly-maintained local road which provides two lanes of two-way traffic. The Ascot is a residential neighborhood of detached and villa homes.



COMPARABLE LAND SALE 5

3671



DATE OF SALE: June 29, 1994

ADDRESS: Gold Coast Drive/Pelican Colony Drive

SALE PRICE: \$2,879,100

STRAP #: 17-47-25-16-00000.000A

SALE PRICE (ADJUSTED): \$2,879,100

SALE CONDITIONS: Arm's Length

RECORDING: 2518/2928

UTILITIES: Full

GRANTOR: W C N Communities

ZONING: RPD

GRANTEE: Lennar Homes, Inc.

LAND USE: Outlying Suburban

FINANCING: Seller provided \$2,303,280 PMM at undisclosed terms

SALE HISTORY: None within the past three years

TOPOGRAPHY: Basically level

ACCESS: Direct-paved

HIGHEST AND BEST USE: Residential

SITE AREA: 835,916 Square Feet

UNIT OF VALUE: \$3.44 Per SF

19.190 Acres

\$150,031 per AC

ALLOWABLE UNITS: 63

\$45,700 Per Unit

COMMENTS: The property is located on the south side of Gold Coast Drive/Pelican Colony Drive just south of Spring Creek Drive in the Pelican Landing DRI in Bonita Springs. Access to the sale property is by frontage along the south side of Gold Coast Drive/Pelican Colony Drive, an asphalt-paved, privately-maintained local road. The sale property has been developed with 63 executive-style lake-front and golf-front homes.



COMPARABLE LAND SALE 6

3677



DATE OF SALE: November 23, 1993

SALE PRICE: \$2,352,300

SALE PRICE (ADJUSTED): \$2,352,300

RECORDING: 2446/45

GRANTOR: James R Colosimo, Trustee

GRANTEE: Mark L Linder, Trustee and James R Colosimo, Trustee

FINANCING: Cash to seller

TOPOGRAPHY: Partially

HIGHEST AND BEST USE: Commercial

SITE AREA: 1,394,791 Square Feet
32.02 Acres (net)

ADDRESS: 9340 Indian Pony Drive

STRAP #: 27-45-25-00-00004.0010

SALE CONDITIONS: Arm's Length

UTILITIES: Full public at north end of property

ZONING: CPD

LAND USE: Outlying Suburban

SALE HISTORY: 1/1991, \$768,000, OR 2199/3005

ACCESS: Direct

UNIT OF VALUE: \$1.69 Per SF
\$73,463 per AC

COMMENTS: The property is located at the end of Indian Pony Drive, south of Daniels Parkway, west of Interstate 75, just east of the Old Hickory development in Fort Myers. It was reported this sale was an arm's length transaction even though the Grantor's and Grantee's Trustees are associated with the same real estate firm. The total tract size with the lake is 55.52 acres. This property had approximately 23.5 acres in lake or wetlands.



Comparable Land Sales Chart

The comparable sales and our analysis thereof are summarized in the following chart:

	Subject	Comparable No. 1	Comparable No. 2	Comparable No. 3	Comparable No. 4	Comparable No. 5	Comparable No. 6
Transaction Data:							
Date of Sale:		Jul-97	Jul-97	Jun-99	Feb-94	Jun-94	Nov-93
Sale Price		\$425,000	\$1,000,000	\$4,500,000	\$2,326,500	\$2,879,100	\$2,352,300
Sale Price (Adjusted):		\$425,000	\$1,000,000	\$4,500,000	\$2,326,500	\$2,879,100	\$2,352,300
Physical Data:							
Street Address:	N Commons Dr	Corkscrew Rd	8801 Corkscrew Rd	Alico Rd	Pinewater Dr	Gold Coast Dr	9340 Indian Pony Dr
City:	Estero	Estero	Estero	Fl Myers	Bonita Springs	Bonita Springs	Ft Myers
Site Area-sq. ft.	1,953,042	126,324	385,860	1,533,312	790,614	835,916	1,394,791
Site Area-acres	42.54 (parent tr.)	2.90	8.86	35.20	18.15	19.19	32.02 (net)
Topography	wooded	wooded	wooded	wooded	wooded	wooded	wooded
Utilities	full	full	full	full	full	full	full
Shape	irregular	rectangular	rectangular	rectangular	irregular	irregular	rectangular
Use Data:							
Zoning:	AG-2	AG-2	AG-2	AG-2	RPD	RPD	CPD
Future Land Use	Urb Com	Urban Com	Urban Com	Interchange	Outlying Suburban	Outlying Suburban	Outlying Suburban
Highest and Best Use:	Res Dev	Commercial	Res	Interchange	Res	Res	Commercial
Sales Price Analysis:							
Price per Square Foot (site):		\$3.36	\$2.59	\$2.93	\$2.94	\$3.44	\$1.69
Transactional Adjustments:							
Financing Terms:		0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
(Per Square Foot)		\$3.36	\$2.59	\$2.93	\$2.94	\$3.44	\$1.69
Conditions of Sale:		0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
(Per Square Foot)		\$3.36	\$2.59	\$2.93	\$2.94	\$3.44	\$1.69
Expenditures After Purchase:		0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
(Per Square Foot)		\$3.36	\$2.59	\$2.93	\$2.94	\$3.44	\$1.69
Market Conditions (time):		0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
(Adjusted Price per SF):		\$3.36	\$2.59	\$2.93	\$2.94	\$3.44	\$1.69
Physical Adjustments:							
Location		10%	0%	20%	0%	0%	15%
Exposure/access		-15%	0%	0%	0%	0%	25%
Size (Site Area):		-10%	-5%	0%	0%	0%	0%
Topography		0%	0%	0%	0%	0%	0%
Shapes:		0%	0%	0%	0%	0%	0%
Utilities		0%	0%	0%	0%	0%	0%
Zoning/Land Use:		0%	0%	-10%	-15%	-15%	-15%
Net Adjustments		-15%	-5%	10%	-15%	-15%	25%
Adjusted Price		\$2.86	\$2.44	\$3.23	\$2.50	\$2.29	\$2.11

Description of Sales

Sale 1 sold in July 1997 for \$425,000 or \$3.36 per square foot. This property is located at the northwest corner of Corkscrew Road and Three Oaks Parkway. This property was adjusted for location, exposure/access, size, and zoning to an indicated value of \$2.86 per square foot.

Sale 2 sold in July 1999 for \$1,000,000 or \$2.59 per square foot. This property is located on the north side of Corkscrew Road just east of U.S. 41 in what is now Estero. This property was adjusted only for its smaller size. The indicated value for the subject property after adjustments is \$2.46 per square foot.

Sale 3 sold in June 1999 for \$4,500,000 or \$2.93 per square foot. This property is located at the northeast corner of Alico Road and the future Three Oaks Parkway extension. This property was adjusted for location and zoning/land use to an indicated value of \$3.23 per square foot.

Sale 4 sold in February 1994 for \$2,326,500 or \$2.94 per square foot. This property is located in the Pelican Landing DRI. This sale was adjusted for its superior zoning to an indicated value of \$2.50 per square foot.

Sale 5 sold in June 1994 for \$2,879,100 or \$3.44 per square foot. This property is located in the Pelican Landing DRI. This sale was adjusted downward for its superior zoning to an indicated value of \$2.93 per square foot.

Sale 6 sold in November 1993 for \$2,352,300 or \$1.69 per square foot. This property is located just east of Fiddlesticks and along Interstate 75. This property has poor access and little exposure. This sale was analyzed based on its smaller net size as there is a large lake located thereon. This sale adjusts to \$2.11 per square foot.



Analysis of Comparable Data

This analysis is dependent upon adjustments to the sale prices of the comparable sales based on the following elements of comparison outlined by The Appraisal Institute:

1. Real property rights conveyed
2. Financing terms
3. Conditions of sale
4. Expenditures made immediately after purchase
5. Market conditions
6. Location
7. Physical characteristics
8. Economic Characteristics
9. Use
10. Non-realty components of value

For ease of analysis, we have divided this list into two parts. This division is based upon the type of adjustments made for the differences. Elements 1 – 5 are considered to be transactional adjustments, whereas elements 6 – 10 are considered to be physical adjustments.

Transactional Adjustments

There were no transactional adjustments warranted for Property Rights Conveyed, Financing Terms, Conditions of Sale and Expenditures Made Immediately after Purchase for these sales.

In considering Changes in Market Conditions since the date of sale for each of the comparables, we have analyzed market changes based on sales and resales. We note that the median sale pricing was largely the same in the preceding or following years. The comparable sales which sold over about a three or four year period from November 1993 through June 1999 indicated no significant change in market conditions and thus no adjustment was shown. Our effective appraisal date is 29 August 1994. Sales 4, 5, and 6 are in that time frame and clearly would receive no adjustment for this factor.

Physical Adjustments

We have considered the following specific physical adjustments to the comparable sales. A brief description of the nature of these characteristics is provided below:

- **Location:** Location refers to the economic attributes of the surrounding market area. These attributes affect the financially feasible uses of the site. Positive adjustments for location were applied to Sales 1, 3, and 6. These properties, in our opinion, have inferior locations away from the subject area where more development was occurring.
- **Exposure/Access:** This refers to the accessibility of a property (i.e. – frontage road vs. direct frontage, existence of median cuts, etc.). A negative 15% adjustment was applied to Sale 1 as it is a corner location. A positive 25% adjustment was applied to Sale 6 as this property has poor access and visibility along Interstate 75 and east of Fiddlesticks Boulevard.
- **Size (Site Area):** Larger parcels often sell for a lower price per unit than do smaller parcels. This attribute affects the physically possible uses of the site. A negative adjustment was applied to Sales 1 and 2 as they are smaller tract sales and would require a size adjustment. Typically, smaller tract sales will sell for a higher unit value.
- **Topography:** This refers to the physical condition of the property, such as if the property is cleared or if there are significant changes in elevation. No adjustments for this factor were warranted.



- **Shape:** This refers to the configuration or orientation of the property which might impact the development potential. For example, a property which is a long, narrow rectangle may have difficulty being developed due to setback requirements. No adjustments for this factor were warranted.
- **Utilities:** The presence or absence of certain utilities can strongly impact the physically possible uses of a site, the second test in the analysis of Highest and Best Use (i.e. - the absence of central sewer may prevent intensive development). No adjustments for this factor were warranted.
- **Zoning/Future Land Use:** Zoning and Future Land Use directly determine the legally permissible uses of a site, the first test in the analysis of Highest and Best Use. In this appraisal, we utilized a bracket approach wherein we utilized both zoned and unzoned properties. Sales 1, 2, and 3 are unzoned with mostly similar land use. Comparable Sales 4, 5, and 6 are properties with zoning and inferior land use designations. Overall, Sales 4, 5, and 6 are believed to be superior in this regard and are therefore adjusted downward 15%. Sale 3 was also adjusted downward even though it has agricultural zoning. It is located in the Interchange land use category which is considered superior. Sales 1 and 2 required no adjustments.

Value Conclusion

The comparable sales range in adjusted prices as shown below:

Descriptive Statistics:		
Multiplier:		*Price per SF:
Mean:		\$2.68
Median:		\$2.68
Standard Deviation:		\$0.40
Minimum:		\$2.11
Maximum:		\$3.23
Range:		\$1.12

* Based on adjusted price

The comparable sales have both a median and mean adjusted sale price of \$2.68 per square foot. Heavy weight was given to Sales 1 and 2 as they are most similar in terms of zoning and land use. Heavy weight was also given to Sales 4, 5, and 6 as they are very close to the effective date of value. These two subsets indicate a range of value from \$2.11 per square foot up to \$2.86 per square foot. We conclude a market value estimate for the subject property of \$2.60 per square foot. The market value of the donation tract can now be shown as follows:

<u>Site Area (sf)</u>	<u>Value per Sq.Ft.</u>	<u>Opinion of Value</u>	<u>Rounded to</u>
124,930	\$2.60	\$324,818	\$325,000



SEC. VII: RECONCILIATION OF OPINIONS OF VALUE

Cost Approach to Value	N/A
Sales Comparison Approach to Value	\$325,000
Income Approach to Value	N/A

In this appraisal, only the Sales Comparison Approach to Value was utilized. A total of six sales were utilized. All of the sales are recent relative to the effective date of appraisal. We utilized a bracket approach with both zoned and unzoned sales.

Based upon the results of the analyses and data contained in this report, including any Extraordinary Assumptions and Hypothetical Conditions outlined in the Addenda, it is our opinion that the retrospective market value of the fee simple interest in the subject property, as of 29 August 1994, was

THREE HUNDRED TWENTY FIVE THOUSAND DOLLARS - \$325,000

The above-estimated market value is contingent upon the certification and the assumptions and conditions of this appraisal, if any.

CONTRACTS, LISTINGS & SALES HISTORY

According to public records, there have been no qualified sales involving the subject property during the preceding three years from the effective date of appraisal. To our knowledge, the subject property was not listed for sale or under contract as of the effective date.



ESTIMATION OF MARKETING TIME

Marketing time is defined by the USPAP Advisory Opinion as follows:

1. *The time it takes an interest in real property to sell on the market subsequent to the date of an appraisal.*
2. *Reasonable marketing time is an estimate of the amount of time it might take to sell an interest in real property at its estimated market value during the period immediately after the effective date of the appraisal; the anticipated time required to expose the property to a pool of prospective purchasers and to allow appropriate time for negotiation, the exercise of due diligence, and the consummation of a sale at a price supportable by concurrent market conditions. Marketing time differs from exposure time, which is always presumed to precede the effective date of the appraisal. (Advisory Opinion 7 of the Appraisal Standards Board of The Appraisal Foundation and Statement on Appraisal Standards No. 6, "Reasonable Exposure Time in Real Property and Personal Property Market Value Opinions" address the determination of reasonable exposure and marketing time.)*

Marketing time is further discussed in the Advisory Opinion referenced above as follows:

"...Marketing time occurs after the effective date of the market value opinion and the marketing time opinion is related to, yet apart from, the appraisal process. Therefore, it is appropriate for the section of the appraisal report that discusses marketing time and its implications to appear toward the end of the report after the market value conclusion. The request to provide a reasonable marketing time opinion exceeds the normal information required for the appraisal process and should be treated separately from that process.

It is also appropriate for the appraiser to discuss the impact of price/value relationships on marketing time and to contrast different potential prices and their associated marketing times with an appraiser's market value opinion for the subject property...

...Clients concerned with marketing real or personal properties who obtain a market value appraisal as part of their decision-making process should be aware that it may be inappropriate to assume that the value remains stable during the marketing period. Therefore, it is technically incorrect for the user of an appraisal to take a current value opinion, carry it forward to the end of a concluded marketing period, and then discount back to the present..."

Based upon the analysis and conclusions developed in this appraisal, the marketing time for the subject property is estimated to be 12 months.

ESTIMATION OF EXPOSURE TIME

Inherent in an opinion of market value is the development of an estimate of exposure time for the subject property. Exposure time is defined by the Uniform Standards of Professional Appraisal Practice (USPAP), 2018/19 Edition, as follows:

(The) estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal.

Based upon the analysis and conclusions developed in this appraisal, the exposure time for the subject property is estimated to be 12 months.



SEC. VIII: CERTIFICATION

We certify that, to the best of our knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- We have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- We have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
- Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- Our analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with *Uniform Standards of Professional Appraisal Practice*.
- We have made a personal inspection of the property that is the subject of this report. For this analysis, W. Michael Maxwell, MAI, SRA conducted an inspection of the subject property on 30 May 2019.
- No one provided significant real property appraisal assistance to the person(s) signing this certification.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the State of Florida relating to review by its duly authorized representatives. This report also conforms to the requirements of the Financial Institutions Reform, Recovery, and Enforcement Act of 1989 (FIRREA).
- We are currently licensed to conduct appraisal activities and have completed the continuing education requirements set forth with the State of Florida.



- Although other appraisers may be contacted as a part of our routine market research investigations, absolute client confidentiality and privacy are maintained at all times with regard to this assignment without conflict of interest.

As of the date of this report, I have completed the continuing education program of the Appraisal Institute.

W. Michael Maxwell, MAI, SRA
State-Certified General Real Estate Appraiser, RZ 55



SEC. IX: ADDENDA

QUALIFICATIONS OF W. MICHAEL MAXWELL, MAI, SRA

EDUCATIONAL BACKGROUND AND TRAINING:

Associate Art Degree, 1972, Miami-Dade Junior College, Major in Business.

Bachelor of Business Administration, 1974, University of Miami BBA, Major in Business Finance.

Real Estate Appraisal Course No. 1-A, Basic Principles, Methods and Techniques, by the American Institute of Real Estate Appraisers, University of Tampa.

Residential Property Examination R-2, by the Society of Real Estate Appraisers, University of Tampa.

Real Estate Appraisal Course No. 1-B, Capitalization Theory and Techniques, by the American Institute of Real Estate Appraisers, University of Tampa.

Real Estate Appraisal Course No. 2, Urban Properties, by the American Institute of Real Estate Appraisers, Indiana University.

Real Estate Appraisal Course No. 6, Investment Analysis, by the American Institute of Real Estate Appraisers, University of Colorado.

Standards of Practice, by the American Institute of Real Estate Appraisers.

Hotel/Motel Valuation Seminar, sponsored by Florida Chapter No. 2, American Institute of Real Estate Appraisers.

Litigation Valuation Course by American Institute of Real Estate Appraisers.

"Discounted Cash Flow Analysis," seminar sponsored by the Appraisal Institute, West Coast Florida Chapter.

"Course 520: Highest and Best Use and Market Analysis," seminar sponsored by the Appraisal Institute, Orlando, Florida.

"Core Law for Appraisers", seminar sponsored by the Appraisal Institute, West Coast Florida Chapter.

"High Tech Appraisal Office", seminar sponsored by the Appraisal Institute.

"Appraising Manufactured Housing", seminar sponsored by the Appraisal Institute.

"Course 430: Standards of Professional Practice", seminar sponsored by the Appraisal Institute.

PROFESSIONAL AFFILIATIONS:

The Appraisal Institute, MAI

The Appraisal Institute, SRA

Past President of Chapter 186, Society of Real Estate Appraisers, 1981-1982

State-Certified General Real Estate Appraiser, RZ 55

President - Real Estate Investment Society (REIS), 1999



State Licensed Real Estate Broker, BK56669

Former Ethics Administration Division member of Appraisal Institute

OTHER:

State of Florida Supreme Court Certified Mediator #27971-C

A Florida Bar Association Presenter for Bankruptcy and Family Law CLE credit seminars.

EXPERIENCE:

Four years experience while in college working with four title and abstract companies.

Residential Appraiser with Southeast Mortgage Company, Miami, Florida 1974.

Associate Appraiser with W. Stanley Hanson, Jr., MAI, SRPA (1974-1979)

Owner-Partner in the firm, Calhoun & Maxwell and Associates, Inc. Fort Myers, Florida (1979-1983).

Principal in the firm of W. Michael Maxwell & Associates, Inc., Fort Myers, Florida (1983-2003).

Owner-partner in the firm of Maxwell & Hendry Valuation Services, Inc. (2004 - 2013).

Founding partner in the firm of Maxwell, Hendry & Simmons, LLC (2013-present).

CLIENTS SERVED:

Lee County Board of Commissioners, The School District of Lee County, Lee County Port Authority, City of Fort Myers, City of Cape Coral, City of Sanibel, Collier County, Charlotte County, Hendry County, Florida Power & Light Company, Lee County Electric Cooperative, South Florida Water Management Agency, and lawyers representing various estates, buyers, and sellers.



RE-CERTIFICATION:

"The Appraisal Institute conducts a voluntary program of continuing education for its designated members. MAIs and SRAs who meet the minimum standards of this program are awarded periodic educational certifications. I am certified under this program."

As of the date of this report, W. Michael Maxwell has completed the requirements under the continuing education program of the Appraisal Institute.

 RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
FLORIDA REAL ESTATE APPRAISAL BD

THE CERTIFIED GENERAL APPRAISER HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 475, FLORIDA STATUTES

MAXWELL, W MICHAEL
12600 WORLD PLAZA BLDG 63
FORT MYERS FL 33907

LICENSE NUMBER: RZ55
EXPIRATION DATE: NOVEMBER 30, 2020
Always verify licenses online at MyFloridaLicense.com



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ASSUMPTIONS

An assumption is defined by The Appraisal Institute in *The Dictionary of Real Estate Appraisal, Sixth Edition* as follows:

"That which is taken to be true."

Please review the following assumptions, which we have "taken to be true" about this appraisal.

This appraisal is to be used in whole and not in part. This appraisal report has been prepared at a specified point in time as indicated by the date of valuation. Therefore, this report can neither be used prior to, or subsequent to, the effective appraisal date. Market values and conditions change significantly with the passage of time. This report cannot be viewed subsequent to the appraisal date and then reliance placed on values, opinions, and analysis made by the appraiser or other consultants in the report. The forecasts or projections included in this report are used to assist in the valuation process and are based on current market conditions, anticipated short-term supply and demand factors, and a continued stable economy. These forecasts are therefore subject to changes in future conditions, which cannot be accurately predicted by the appraiser and could affect the future income and/or value forecasts.

No part of this report shall be used in conjunction with any other appraisal. The appraiser(s) herein, by reason of this report, is not required to give testimony or attendance in court or any governmental hearing with reference to the property appraised, unless arranged previously therefore. The consideration for the preparation of this appraisal report is the payment by the client of all charges due the appraiser in connection therewith. Any responsibility of the appraiser for any part of the report is conditioned upon full payment.

Neither all, nor any, part of the contents of this report shall be conveyed to the public through advertising, public relations, news, sales or other media without the written consent and approval of the author, particularly as to the valuation conclusion, the identity of the appraiser or firm with which he is connected, or any reference to any professional organization of which the appraiser may be a member.

The property has been appraised as if free and clear, unencumbered by mortgages, liens, delinquent taxes, assessments, special or unusual deed conditions or restrictions, but subject to zoning regulations. An investigation, but no record search, has been made.

All comparable data utilized are confirmed by Costar Group, Inc., the Local Multiple Listing Service (MLS), parties related to the sale, and/or public records. The data used in compiling this report was secured from sources considered reliable and authentic and, so far as possible, was verified. However, no responsibility is assumed for its accuracy or correctness.

Unless otherwise noted, no survey or plans were requested or provided and information regarding the subject property has been gathered from the appropriate public records. It is assumed that the legal descriptions, site sizes and boundaries utilized are correct, that the improvements (if applicable) are entirely and correctly located on the property described, and that there are no encroachments or overlapping boundaries. Unless stated otherwise, legal access to the property is assumed. Marketable title, but not responsibility as to legal matters, is assumed. This appraisal is subject to a current survey and title search.

It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless noncompliance is stated, defined, and considered in the appraisal report and it is further assumed that all applicable zoning, land use regulations and restrictions have been complied with, unless a nonconformity has been stated, defined and considered in the appraisal report.

This appraisal is subject to all growth management ordinances (i.e. concurrency) both local and state. The appraiser has relied upon representations made by the developer, client or authorities considered to be knowledgeable in this regard. A determination was not made by the appraiser as to the development potential for the property, unless otherwise stated.



Unless otherwise noted, we were not provided with a title search, and we have assumed that the subject property has a unified title, or in absentia, that the right of entry is barred for oil, gas, and mineral rights holders. We have further assumed that no off-site subsurface exploration or extraction activities are occurring, or have occurred, which would have an impact on the subsurface elements of the property, or which would adversely affect the value of the property. No consideration was given within this appraisal as to the time or expense (if any) which would be required to determine or obtain unified title or bar the right of entry. Should this assumption regarding unified title later prove to be false, this could alter the opinions and conclusions contained herein.

The Americans with Disabilities Act (ADA) became effective on February 26, 1992. The appraiser has not made a specific compliance survey and analysis of this property to determine if it is in conformity with the various detailed requirements of the ADA. As the appraiser has no direct evidence relating to this issue, possible noncompliance with the requirements of ADA in estimating the value of the property has not been considered.

EXTRAORDINARY ASSUMPTIONS / HYPOTHETICAL CONDITIONS

Please see the Scope of Work for further details.

Neale Montgomery

From: Mike Maxwell <mikem@mhsappraisal.com>
Sent: Monday, July 22, 2019 11:27 AM
To: Walter McCarthy (mccarthy@estero-fl.gov); Mary Gibbs (gibbs@estero-fl.gov)
Cc: Neale Montgomery; Barry Ernst; Mike Maxwell
Subject: North Commons Road donation appraisal questions and clarifications

Mary/Walter

Thanks for meeting with me a couple of weeks ago. At our meeting, you raised some questions regarding a couple of transactions (not addressed in my report) that occurred near the subject property. We will call these 2 transactions Sales 1 and 2. Let me comment on each:

Sale 1.

Coconut Shores sale. This is a 33 acre tract that sold in October 1997 for \$1,169,300 or \$0.80 psf. On its surface, this sale would appear to be a good sale, However, to understand this sale correctly and fully, please read below my comments on Sale 2:

Sale2.

This is a 14.78 acre sale (09-47-25-E1-U1874.2023) located along Coconut Rd opposite the subject property. This transaction was part of a multi-tract sale of 46.03 acres which several years later, as you know, was sold to Lee Health. These tracts (6 parcels-) were all taken down under 4 transactions between Keith Miller, et al (seller) and Coconut Road Development (buyer) over a 5 month period from August 1997 thru January 1998. The particular transaction you point out should be (correctly) viewed with the other 3 transactions which all together sold as a group for \$4,837,800 or \$2.41 psf.—very close to my appraised value of \$2.60 psf. The piece that Walter has focused on (14.78 acres) only sold for \$407,000 or \$0.63 psf. However, the other pieces (all sold from the same seller and with the same buyer) sold from between \$1.90 psf and \$5.34 psf. It would be incorrect for me to view only the \$407,000 transaction and try to determine value any more than it would be for me to take the highest transaction @\$5.34 psf and say that was market value. Sale 2 was part of an aggregate sale that should be looked as a single sale for \$4,837,800 or \$2.41 psf. How the various sale prices were determined between the parcels is anybody's guess. For this reason, the sale you note cannot be viewed separately.

Now, back to Sale 2-- the Coconut Shores sale (33 acres) in October 1997. To fully understand this sale (and the other sales discussed above), you need to know that ALL of these parcels were originally purchased by Keith Miller in 1984 for only \$1,500,000. A total of 84.22 acres were acquired by Keith Miller from Henry Minster for only \$17,810 per acre or \$0.41 psf. While Mr. Miller was selling his 46 acres to Coconut Road Development for \$4,837,800 he was also selling one of his last pieces he had (33 acres) to Heritage Naples which became the Coconut Shores subdivision. Why he sold this parcel for only that amount, I can only guess as there is no one to talk to from 25 years ago. I strongly suspect that Mr. Miller by then had reasoned that he had done quite well turning his \$1,500,000 initial investment into sales income totaling \$6,007,100. A nice return on investment by any measure. This one transaction needs to be viewed in its context with the other parcels as the seller (Miller) was the same individual. As an appraiser, I am suspect if I see the same buyer/sellers controlling most of the market. I like to see multiple market participants. Further, as it is said—"one sale does not make the market". We look at the totality of sales and data and then make our determination of market value—not a single sale.

In my appraisal, I used both zoned and un-zoned sales. I applied a generous -15% adjustment to the sales with zoning which when applied to the subject tract size would yield a "cost" to re-zone of over \$741,000—significantly higher I'm sure of what it would cost to re-zone a 46 acre tract at that time. With an Urban Community future land use category (not to mention what was going on even in 1994 in Estero/Bonita Springs), the likelihood of obtaining the re-zoning was

high and the risk minimal. Indeed, history has proven this to be the case for this parcel and about every parcel in the Estero-Bonita Springs sub-market area west of I-75 that was not environmentally challenged. The zoning status (alone) of such a development property in this market and at that time was not a significant determinant of market value(s). After reviewing these additional transactions (Sales 1 & 2), I am still very comfortable with my appraised value as stated in the report.

Thank you again for your questions and opportunity to clarify. Please let me know if you have any questions or I can assist further.

Sincerely
mike

W. Michael Maxwell MAI
State Certified General Real Estate Appraiser RZ 55



Your property. Our expertise.

Maxwell, Hendry & Simmons, LLC
Commercial & Residential Appraisal and Consulting
[12600 World Plaza Lane, Suite 1](http://www.MHSappraisal.com)
[Fort Myers, Florida 33907](http://www.MHSappraisal.com)
Phone: [\(239\) 337-0555](tel:2393370555); Fax: [\(239\) 337-3747](tel:2393373747)
E-mail: mikem@MHSappraisal.com
www.MHSappraisal.com



Real Property Information



Account	Tax Year	Status
09-47-25-E4-2100A.00CE	2018	ZEROTAX
Original Account	Instrument No	
09-47-25-E4-2100A.00CE	2010000058338	
Owner		
WCI COMMUNITIES LLC LENNAR HOMES LLC		
Physical Address	Mailing Address	
RIGHT OF WAY ESTERO FL	10481 6 MILE CYPRESS PKWY FORT MYERS FL 33966 USA	

Legal Description

PELICAN LANDING U-22 PB58 PGS 17-21 TR A
Outstanding Balance as of 10/8/2019 \$0.00

Values & Exemptions

District	316
Taxable Value	\$0
Combined Tax & Assessment Amount	\$0.00

Ad Valorem Taxes

Taxing Authority	Mill Rate	Assessed	Exempt	Taxable	Amount
LEE COUNTY GENERAL REVENUE	4.0506	0	0	0	\$0.00
PUBLIC SCHOOL - BY LOCAL BOARD	2.2480	0	0	0	\$0.00
PUBLIC SCHOOL - BY STATE LAW	4.1530	0	0	0	\$0.00
VILLAGE OF ESTERO	0.7750	0	0	0	\$0.00
LEE COUNTY LIBRARY FUND	0.4956	0	0	0	\$0.00
SFL WATER MGMT-DISTRICT LEVY	0.1209	0	0	0	\$0.00
SFL WATER MGMT-EVERGLADE CONST	0.0417	0	0	0	\$0.00
SFL WATER MGMT-OKEECHOBEE LEVY	0.1310	0	0	0	\$0.00
ESTERO FIRE & RESCUE DISTRICT	2.1300	0	0	0	\$0.00
LEE COUNTY HYACINTH CONTROL	0.0239	0	0	0	\$0.00
LEE COUNTY MOSQUITO CONTROL	0.2636	0	0	0	\$0.00
WEST COAST INLAND NAVIGATION DISTRICT	0.0394	0	0	0	\$0.00

Amount Due If Paid In

November 2018	December 2018	January 2019	February 2019	March 2019
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Additional Options:

- [eNotify](#)
- [Tax Detail](#)
- [Payments Made](#)
- [All Unpaid Taxes](#)
- [Tax History](#)
- [Property Appraiser's Property Data](#)
- [Property Appraiser's Tax Estimator](#)

DISCLOSURE OF OWNERSHIP INTERESTS

STATE OF FLORIDA
COUNTY OF LEE

BEFORE ME, the undersigned authority, this day personally appeared, Darin McMurray (“Affiant”), who being by me first duly sworn, under oath, deposes and states as follows:

1. My name is Darin McMurray. I am Vice-President of WCI Communities, LLC, a Delaware limited liability company. I am over the age of twenty-one (21) years old, *sui juris*, and I have personal knowledge of the facts asserted herein.

2. I am familiar with the legal ownership of the real property legally described on **Exhibit “A”** attached hereto and made a part hereof (hereinafter the “Property”), and have full knowledge of the legal entity owning an interest in the Property.

3. WCI Communities LLC, a Delaware limited liability company, whose address is 10481 Six Mile Cypress Parkway, Fort Myers, Florida 33966, is the legal entity which owns the Property. WCI Communities, Inc., a Delaware corporation, whose address is 700 NW 107 Avenue, Suite 400, Miami, Florida 33172, is the sole member of WCI Communities LLC. Lennar Corporation, a Delaware corporation, whose address is 700 NW 107 Avenue, Suite 400, Miami, Florida 33172, is the sole shareholder and one hundred percent (100%) owner of WCI Communities Inc. Lennar Corporation is a publicly traded corporation whose interests are for sale to the general public. Therefore, Lennar Corporation is exempt from the disclosure requirements of Section 286.23, Florida Statutes.

4. Affiant acknowledges that this Disclosure of Ownership Interests is given to comply with Section 286.23, Florida Statutes regarding real property conveyed to a local governmental unit. Affiant further acknowledges that he or she is authorized to execute this Disclosure of Ownership Interests on behalf of any entity holding a five percent or greater interest in the Property.

5. Affiant further acknowledges that he or she shall by affidavit amend this disclosure to reflect any changes to ownership interests in the Property that may occur prior to the date of conveyance to the local governmental unit.

6. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

FURTHER AFFIANT SAYETH NAUGHT.

Dated this 14 day of October, 2019.

WCI COMMUNITIES, LLC,
a Florida limited liability company

By: _____

Name: Darin McMurray

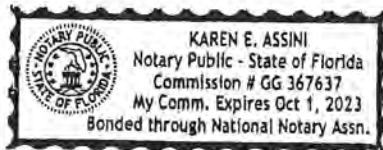
Title: Vice-President

STATE OF FLORIDA

COUNTY OF LEE

SUBSCRIBED AND SWORN to before me this 14th day of October, 2019, by Darin McMurray, as Vice-President of WCI Communities, LLC, a Florida limited liability company, on behalf of the company. He is personally known or has produced _____ as identification.

(Notary Seal/Stamp)



Notary Public

Printed Name: Karen E. Assini

My Commission
Expires: _____

EXHIBIT "A"
(Property)

All of Tract "A", Pelican Landing Unit Twenty-Two (North Commons Drive Right-of-Way) according to the plat thereof, as recorded in Plat Book 58, Pages 17 through 21 of the Public Records of Lee County, Florida.



LEE COUNTY
SOUTHWEST FLORIDA

BOARD OF COUNTY COMMISSIONERS

(941) 479-8585

Writer's Direct Dial Number: _____

John E. Manning
District One

Douglas R. St. Cerny
District Two

Ray Judah
District Three

Andrew W. Coy
District Four

John E. Albion
District Five

Donald D. Stilwell
County Manager

James G. Yaeger
County Attorney

Diana M. Parker
County Hearing
Examiner

April 21, 2000

Mr. Gary J. Gasperini, P.E.
Vanasse & Daylor, LLP
8270 College Parkway, Suite 205
Fort Myers, FL 33919

RE: DO#: DOS2000-00041 R01
North Commons Drive

Dear Mr. Gasperini:

Please be advised that your plans for the above-referenced project have been reviewed and approved for Concurrency and a Development Order with stipulations. Concurrency and the Development Order are granted for the following:

Approved for construction of 2,100 linear feet of 2-lane undivided roadway, with stormwater drainage facilities, and related improvements.
(Concurrency No. CNC2000-00539)

THIS CERTIFICATE OF CONCURRENCY SHALL BE VALID AND EFFECTIVE UNTIL APRIL 21, 2003. Upon expiration of the Concurrency Certificate, the project will be subject to the concurrency program in effect at the time of expiration. No vested right to a Concurrency Certificate will exist solely due to the existence of an otherwise effective Development Order.

THIS DEVELOPMENT ORDER WILL BE VALID FOR A PERIOD OF SIX (6) YEARS AND IS SCHEDULED TO EXPIRE ON APRIL 21, 2006.

Development Order approval is subject to the following stipulations and comment:

1. Prior to the issuance of a vegetation removal permit, all gopher tortoises must be relocated to the Eco-park or other appropriate open space areas within the Pelican Landing DRI.
2. Prior to the start of any construction, the applicant must obtain a Lee County D.O.T. Right-of-way permit.

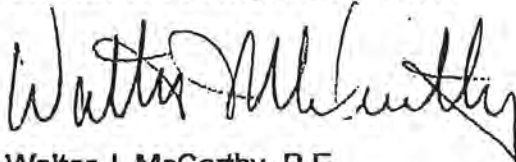
April 21, 2000
D.O.# DOS2000-00041 R01
North Commons Drive
Page 2

3. Prior to the start of any construction, the applicant must arrange a pre-construction meeting with Lee County D.O.T. staff and all necessary entities related to the project construction.
4. Prior to acceptance of the roadway for County maintenance, a drainage agreement must be reviewed and approved by the Lee County Attorney's office.

Comment: Should any orchids, wild pine air plants, Florida coonties, catesby's lilies, leather ferns, royal ferns, or cabbage palms with golden polypody and shoestring ferns be located within development areas, best efforts must be used to relocate these plants to open space and landscaped areas.

Sincerely,

DEPARTMENT OF COMMUNITY DEVELOPMENT
Division of Development Services



Walter J. McCarthy, P.E.
Director

WJM/BGR

Attachments: Four (4) plan sets.

**LEE COUNTY**
SOUTHWEST FLORIDA**BOARD OF COUNTY COMMISSIONERS**

(941) 479-8585

Writer's Direct Dial Number: _____

John E. Manning
District OneDouglas R. St. Cerny
District TwoRay Judah
District ThreeAndrew W. Coy
District FourJohn E. Albion
District FiveDonald D. Stilwell
County ManagerJames G. Yaeger
County AttorneyDiana M. Parker
County Hearing
Examiner

April 21, 2000

Mr. Gary J. Gasperini, P.E.
Vanasse & Daylor, LLP
8270 College Parkway, Suite 205
Fort Myers, FL 33919**RE: DO#: DOS2000-00041 R01**
North Commons Drive

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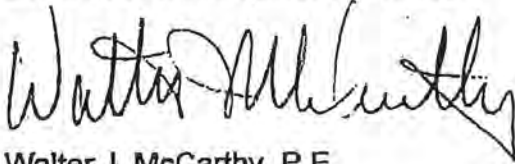
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Page 2

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Sincerely,

DEPARTMENT OF COMMUNITY DEVELOPMENT
Division of Development Services



Walter J. McCarthy, P.E.
Director

WJM/BGR

Attachments: Four (4) plan sets.



LEE COUNTY
SOUTHWEST FLORIDA

(941) 479-8585

BOARD OF COUNTY COMMISSIONERS

Writer's Direct Dial Number: _____

January 24, 2001

Bob Janes
District One

Douglas R. St. Cerny
District Two

Ray Judah
District Three

Andrew W. Coy
District Four

John E. Albion
District Five

Donald D. Stilwell
County Manager

James G. Yaeger
County Attorney

Diana M. Parker
County Hearing
Examiner

**DEVELOPMENT ORDER
CERTIFICATE OF COMPLIANCE**

PROJECT NAME: North Commons Drive

D.O. NUMBER: DOS2000-00041

BUILDING PERMIT: #N/A

This Certificate of Compliance certifies that the above mentioned development, as determined by an on-site inspection performed by Lee County on January 19, 2001, is completed to the specifications of the approved development order plans and is hereby declared to be in substantial compliance with the Final Development order as stated by the Engineer's Letter of Substantial Compliance.

This Certificate represents a final inspection. This Development Order is now complete.

DEPARTMENT OF COMMUNITY DEVELOPMENT
Development Services Division

Robert G. Rentz, P.E.
Development Review Engineer

cc: Thomas Osterhout, Lee County Utilities
Butch Desjardin, Codes and Building Services
Carol Lis, Environmental Sciences
File
Inspection Log
Gary J. Gasperini, P.E. Vanasse & Daylor, LLP
12730 New Brittany Blvd., Suite 600 Fort Myers, FL 33907

January 17, 2001
V&D #80052

Mr. Walter J. McCarthy, P.E., Director
Lee County Development Services
P.O. Box 398
Fort Myers, FL 33902-0398

RE: North Commons Drive
Development Order No. DOS2000-00041
Letter of Substantial Compliance – Complete Project

Dear Mr. McCarthy:

Enclosed please find our Letter of Substantial Compliance for the infrastructure improvements constructed as part of the above referenced project. This certification includes all proposed road, utility, and drainage system improvements.

Also enclosed are several copies of plan sheets 3 and 7 of 9 that reflect a minor adjustment to the drainage system between inlets CI-9 and CI-10. This revision was necessary once the exact location of the existing 36" RCP storm sewer that we would be connecting with was known.

By copy of this letter we will also advise LeeDOT that we are ready for their inspection such that the formal acceptance process may begin.

Should you have any questions or require additional information, please feel free to call.

Sincerely,
Vanasse & Daylor, LLP



Gary J. Gasperini, P.E.

cc: Chris Hayes, WCI
Randy Cerchie, LeeDOT

enc. Engineer's Letter of Substantial Compliance (1 copy, signed & sealed)
Revised construction plan sheets 3 of 9 and 7 of 9 (3 copies, signed, sealed and highlighted)

LETTER OF SUBSTANTIAL COMPLIANCE
ENGINEER

TO: Lee County Division of Development Services

RE: Project Name: NORTH Commons Drive

D.O. Number: 2000-00041

Building Permit Number: N/A

Request for: Initial Inspection - (no fee) Re-Inspection- (fee required)

An on-site inspection was performed by myself (or my authorized representative) on
1-15-01
(Date)

I hereby certify that the development is in substantial compliance [as the term is defined in the LDC Section 10-183(b)] with the approved Development Order.

Attached hereto is a list of minor changes from the approved Development Order plans including a completed application for Minor Changes pursuant to the Land Development Code Section 10-120. The changes are highlighted on the site plans which have been signed and sealed by the development's engineer and are hereby submitted for approval by the Director of Development Services prior to inspection.

With the approval of the listed minor changes, I certify that the development is in substantial compliance with the approved Development Order.

Executed by the above development's Engineer on 1-17-01 by:
(Date)

Gary J. Gasperini
(Engineer of Record) GARY J. GASPERINI

SEAL

45220
(Florida P.E. Number)
VANASSE & DAYLOR, LLP
12730 NEW BRITTANY BLVD., SUITE 600
(Address) FORT MYERS, FL 33907

(941) 437-4601 (941) 437-4636
(Phone) (Fax)

DEVELOPMENT ORDEP

FOR

Attachment 3

PELICAN LANDING

A DEVELOPMENT OF REGIONAL IMPACT

STATE DRI #1-9293-121

LET IT BE KNOWN, THAT PURSUANT TO SECTION 380.06 OF THE FLORIDA STATUTES, THE BOARD OF COUNTY COMMISSIONERS OF LEE COUNTY, FLORIDA, HAS HEARD AT A PUBLIC HEARING CONVENED ON THE 29th DAY OF AUGUST, 1994, THE APPLICATION FOR DEVELOPMENT APPROVAL FOR PELICAN LANDING DRI, A RESIDENTIAL, COMMERCIAL AND MARINA DEVELOPMENT IN LEE COUNTY WHICH INCLUDES APPROXIMATELY 2,100 ACRES TO BE DEVELOPED IN ACCORDANCE WITH THE APPLICATION SUBMITTED TO LEE COUNTY ON OCTOBER 26, 1992, BY THE OWNER/APPLICANT, PELICAN LANDING COMMUNITIES, INC., FORMERLY KNOWN AS WESTINGHOUSE BAYSIDE COMMUNITIES, INC.

WHEREAS, the Board of County Commissioners of Lee County, Florida, has considered the report and recommendations of the South-west Florida Regional Planning Council, the Lee County Staff, the Lee County Hearing Examiner, the documents and comments upon the record made before the Board in public hearing, and, after full consideration of those reports, recommendations, comments, and documents, the Board of County Commissioners of Lee County, Florida, finds and determines that:

I. FINDINGS OF FACT/CONCLUSIONS OF LAW

A. The "Pelican Landing DRI" is a partially built master planned community on 2,100+ acres located approximately three miles north of the Lee/Collier County line. The property is bounded on the west by Estero Bay, on the east by US 41, and on the south by Spring Creek. Coconut Road provides the general northern boundary of Pelican Landing; however, a part of the project is located north of Coconut Road.

The proposal is to construct 4,050 residential units, of which 665 are single-family and 3,385 multi-family, 600,000 square feet of gross floor area of retail commercial, and 210,000 square feet of gross floor area of office commercial. The retail uses will provide up to 2,400 parking spaces and the office uses will provide up to 700 parking spaces. The project will also include 450 hotel rooms, 50,000 square foot conference center, 65 wet boat slips and 150 dry boat slips, various recreational amenities including, but not limited to: golf, tennis, canoe parks, and a beach park for the benefit of the owners in Pelican Landing. There are 87 acres of

2. Mitigation

a. The developer will pay impact fees as defined in the Lee County Land Development Code to mitigate Pelican Landing's transportation impacts on the non-site related roads and intersections set forth in Section H.1.b. above. Road Impact Fees are estimated to be \$8,783,000 for the land uses identified in Attachment B. Road Impact Fee payments represent the DRI's proportionate share payment for all road and intersection improvements identified in Condition H.1.b as significantly impacted by this project and operating below the adopted level of service standard by 2002. Estimated Road Impact Fees from this project exceed the community's estimated proportionate share dollar amount of all significantly impacted roadway improvements.

If the Land Development Code Chapter governing Impact Fees is repealed, reduced, or made unenforceable by court petition, the Pelican Landing DRI will continue to pay, per individual permit, an amount equivalent to Road Impact Fees prior to such repeal, reduction or court petition. If payment is not made consistent with that schedule, then a substantial deviation will be deemed to occur, and the traffic impacts of Pelican Landing DRI must be reanalyzed to determine appropriate alternative mitigation prior to the issuance of further building permits for the Pelican Landing DRI.

All road impact fee monies paid by the Pelican Landing DRI after adoption of this DRI Development Order will be applied by Lee County toward the non-site related improvements included in Transportation Condition H.1.b., provided those improvements are deemed necessary to maintain the adopted level of service standards and are included in the County's Capital Improvement Program. Should the identified improvements be funded through other sources, in whole or in part, or deemed unnecessary to maintain the adopted level of service standards, Lee County may apply any Pelican Landing impact fees not required for those specific improvements to other improvements consistent with the requirements of the Lee County Land Development Code.

b. If through the local development approval process, the developer constructs, with the approval of the Lee County DOT, an intersection or roadway improvement identified in Paragraph H.1.b, those improvements may be eligible for Road Impact Fee credits. The determination of whether such credits will be granted will be made consistent with the procedures outlined in the Land Development Code.

c. The developer must dedicate 60 feet of right-of-way for Burnt Pine Drive North, from Pelican Landing Parkway to Coconut Road, a distance of 6,926 feet; and for Burnt Pine Drive South from Pelican Landing Parkway to Pelican's Nest Drive, a distance of 2,326 feet. The developer must construct, as a two-lane

- (c) Pelican Landing DRI sufficiency response, stamped Received July 6, 1993;
- (d) Pelican Landing DRI sufficiency response, dated September 16, 1993; and
- (e) Pelican Landing DRI sufficiency response, stamped Received November 22, 1993.

3. Map H, stamped received September 19, 1994, is attached hereto as Attachment A and is incorporated by reference. It is understood that because it is a concept plan it is very general. The boundaries of development areas and location of internal roadways may be modified to accommodate topography, vegetation, market conditions, traffic circulation or other site related conditions as long as they meet local development regulations. This provision may not be used to reduce the acreage of the Eco-Park or other open space or preserve acreages. It is understood that the precise wetland boundaries are determined by the U.S. Army Corps of Engineers, SFWMD, FDEP and Lee County.

4. The Development Order is binding upon the developer(s) and its assignees or successors in interest. Where the Development Order refers to the Bayside Improvement District, lot owners, business owners, or other specific reference, those provisions are binding on the entities or individuals referenced. Those portions of this Development Order which clearly apply only to the project developer are binding upon any builder/developer who acquires any tract of land within Pelican Landing DRI.

5. The terms and conditions set out in this document constitute a basis upon which the developer and the County may rely in future actions necessary to implement fully the final development contemplated by this Resolution and Development Order.

6. All conditions, restrictions, stipulations and safeguards contained in this Development Order may be enforced by either party by action at law or equity. All costs of such proceedings, including reasonable attorney's fees, will be paid by the defaulting party.

7. Any reference to a governmental agency will be construed to mean any future instrumentality which may be created and designated as successors in interest to, or which otherwise possesses any of the powers and duties of any referenced governmental agency in existence on the effective date of this Development Order.

8. If any portion or section of this Development Order is determined to be invalid, illegal, or unconstitutional by a court of competent jurisdiction, such decision will in no manner

J. Credits

1. General

Credits are subject to the following:

Attachment 4

A. Prohibition

No credit will be given for:

1. Site-related improvements;
2. Local roads; or
3. Access roads needed to achieve site location standards for commercial development or for internal circulation unless required by the Village pursuant to criteria in this LDC.

B. Capital Improvement to Approved Roads

1. All capital improvements for roads in the Village five-year Capital Improvements Program are eligible for road impact fee construction credits, except for those improvements deemed site-related in accordance with a participating Village or state development or zoning approval, and may generate road impact fee credits in amounts to be established in accordance with subsection C below. The right to determine whether a capital improvement will be approved for credit purposes lies exclusively with the Village Council.
2. If the improvement is not site-related and is required under a participating Village or state development or zoning approval, credits will be given to the extent required by law.

Village of Estero, FL

Adopted version January 27, 2021 | 8-5

Chapter 8: Public Facility Funding and Coordination
Section 8-1: Impact Fees

C. Conditions of Credit Approval

Credit for road construction or land dedication is subject to the following:

1. Road Construction

- (a) A request submitted for road impact fee construction credits shall include a detailed project description and complete cost estimates, prepared by a qualified professional, sufficient to enable the Manager or a designee to verify the cost estimates and determine the appropriate credit amount. The Manager or a designee may secure other engineering and construction cost estimates in order to independently determine the credit amount to recommend.
- (b) For all requests, the Manager or a designee shall make a recommendation to the Village Council on the appropriate amount of credits. Construction credits may be given at the discretion of the Village Council on a case-by-case basis if the Council finds that:
 - i. The construction will not increase public infrastructure costs to serve the new development, and
 - ii. Construction on the road for which credits are being sought is needed to insure adequate capacity on the Village road network.
- (c) The amount of credit approved by the Village Council is limited to the actual verified costs of construction and shall be reduced by the percentage that the new road's total capacity is expected to be utilized by local traffic from future development on adjacent lands owned or controlled by the grantor. This amount may be further reduced, at the Council's discretion, to reflect the Manager's or a designee's estimate of the value of the accelerated construction of the road in relation to the Village's schedule of planned road construction.

2. Land Dedication

- (a) The following documents shall be submitted to support an application for road impact fee credits applicable to land dedication for approved roads:
 - i. A signed and sealed ALTA survey prepared by a licensed professional surveyor and mapper and certified to the Village, encompassing the land to be dedicated to the Village and covered by the title insurance policy;
 - ii. A specimen of the deed that will be used to convey title to the appropriate governmental body;
 - iii. An ALTA Form B title insurance policy in an amount equal to the approved value of the credits, to be issued by a company satisfactory to the Village Land Use Attorney and verifying that the proffered deed will convey unencumbered fee simple title to the appropriate governmental body;
 - iv. Property appraisals prepared by qualified professionals that appraise the road as part of the whole development;
 - v. A document from the Lee County tax collector stating the current status of the property taxes; and
 - vi. An affidavit of interest in real property in accordance with Sec. 286.23, Fla Stat. The affidavit shall certify to the Village the name and address of every person having a beneficial interest in the real property, however small or minimal. The disclosure affidavit shall specifically identify the property to be conveyed and be sworn before a notary.
- (b) These submittals shall be reviewed by the Manager or a designee in making the decision to recommend credits or the Village Council in deciding whether to approve credits.
- (c) Except where a dedication is made in accordance with a condition of zoning approval or development of regional impact development order, the appraiser shall value the land at its then-current zoning without any enhanced value that could be attributed to

improvements on the parcel. If the land in question is subject to a valid agreement, development approval, or permit prescribing a different valuation, that document will control the date of valuation. If the dedication is made in accordance with a condition of development approval or permit and is not a site-related improvement and the condition does not specifically prescribe otherwise, then the land value will be based upon the value of the land as it existed prior to the approval containing the condition of dedication. The Manager or a designee may independently determine the amount of credit to be recommended by securing other property appraisals for right-of-way dedications.

- (d) The amount of credit for dedication of right-of-way shall be limited to the minimum amount of right-of-way needed by the Village and the full value of the land in question, as determined by the methodology and procedures set out in this subsection. Credits for dedication of right-of-way may be given at the discretion of the Village Council on a case-by-case basis if the Council finds that:
 - i. The dedication will not increase public infrastructure costs to serve the new development, and
 - ii. Dedication (and future construction) of land for the road for which credits are being sought is needed to insure adequate capacity on the Village road network.
- (e) The amount of credit approved by the Village Council is limited to the value of the land in question, as determined by the methodology and procedures set out in this section, and may be reduced by the percentage the capacity of the road in question is reasonably expected to be utilized by local traffic from future development on adjacent lands owned or controlled by the grantor. This amount may be further reduced, at the Council's discretion, to reflect the Council's estimate of the value of the accelerated acquisition of the road in relation to the schedule of planned road construction. In every case, road impact fee credits shall be calculated consistent with Sec. 380.06(5), Fla Stat.

- (f) Any person seeking credits for dedication of land shall meet with the Village Land Use Attorney, the Manager or a designee, and Community Development Department staff to seek agreement on appraisal methodology and assumptions before preparing any appraisals for valuation of land to be dedicated.

D. Timing of Credit Issuance

Credits for construction shall be created when the construction is complete and accepted by the Village for maintenance in accordance with the Village Administrative Manual or when the feepayer posts security for the costs of such construction. Credits for land dedication shall be created when the title to the land has been accepted by the Village and recorded in the official records of Lee County. No credits for construction or dedication shall be approved or created until the Village has established the location of the road in question using the procedures provided by law. Security in the form of cash, a performance bond, irrevocable letter of credit, or escrow agreement shall be posted with the Village Council and made payable to the Village in an amount approved by the Manager or a designee equal to 110 percent of the full cost of construction. If the road construction project will not be constructed within one year of the acceptance of the offer by the Village, the amount of the security shall be increased by ten percent, compounded for each year of the life of the security. The form of the security shall be reviewed and approved by the Village Land Use Attorney prior to acceptance by the Village.

E. Transferability

1. Road impact fee credits may be transferred, sold, assigned, or conveyed from one development or parcel to another that is within the same road impact fee benefit district, or to an adjoining benefit district in the Village (if one exists) if the development or parcel receiving the transfer receives benefits from the improvement or contribution that resulted in the credit (also see Village Administrative Manual). Unless a longer period is specifically authorized by the Village Council, transferable credits shall be used within ten years of the date created. The creation date is the date the instruments conveying legal title to the land or improvements given in exchange for credits were recorded in the Lee

County official record book. The creation date for credits in accordance with prepayment of fees under subsection H above shall be the date the prepayment is received by the Village. Credits not used within ten years of issue shall expire.

2. Any person who accepts credits in exchange for the dedication of land or improvements does so subject to the provisions and restrictions of this section.

F. Withdrawal

Any person who offers land or improvements in exchange for credits may withdraw the offer prior to the transfer of legal title to the land or improvements and pay the impact fees required by this section.

2. Documentation Required

Feepayers claiming credits shall submit documentation sufficient to permit the Director to determine whether the credits claimed are due and, if so, the amount of the credits.

3. Timing of Credits Required to Be Claimed

Credits shall be claimed by the feepayer at the time of the application for a building permit. Any credits not so claimed will be deemed waived by the feepayer.

K. Appeals

Decisions made by the Director in the course of administering this section may be appealed to the Village Council in accordance with Sec. 2-506.D, Appeal of Administrative Official Decision.

L. Enforcement

1. A violation of this section may be enforced in accordance with the adopted code enforcement procedures (Ordinance 2015-14).
2. Knowingly furnishing false information to the Manager or a designee, the Director, or any other Village official who is charged with the administration of this section on any matter relating to the administration of this section constitutes a violation of this section.

Walkthrough & Inspection for North Commons Dr. & Pelican Colony Blvd.

Inspection Findings Report - Final



Performed for:
Village of Estero Public Works
9401 Corkscrew Palms Circle
Estero, FL 33928

Performed by:
Vince Zaliauskas, PE 60524
HighSpans Engineering, Inc. Reg.
Registry # 27559
2121 McGregor Boulevard – Suite 200
Fort Myers, FL 33901
239-433-3000

THIS ITEM HAS BEEN DIGITALLY
SIGNED AND SEALED BY

Vincent A Zaliauskas Digitally signed by
Vincent A Zaliauskas
Date: 2020.05.06
14:48:02 -04'00'
ON THE DATE ADJACENT TO THE SEAL

PRINTED COPIES OF THIS DOCUMENT ARE
NOT CONSIDERED SIGNED AND SEALED
AND THE SIGNATURE MUST BE VERIFIED
ON ANY ELECTRONIC COPIES.



Vincent A. Zaliauskas, P.E. 60524
HighSpans Engineering, Inc.
Registry No. 27559
Pages 1 - 32

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

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1. Recommendations

A. North Commons Drive – Typical Section

No recommendations.

Contractor Resolution: N/A.

B. Pelican Colony Boulevard from North Commons Drive to US-41 – Typical Section

No recommendations.

Contractor Resolution: N/A.

C. Speed Posting

HEI recommends that the posted speed limit not exceed 25 MPH.

Contractor Resolution: Not posted, spot speed study required. Non-posted roadways default to blanket 30 MPH.

Resolution: HEI takes no exception to this matter.

D. Asphalt Roadway Quality/Condition

Roadway is acceptable which implies no repairs needed, HEI recommends no further testing needed.

Contractor Resolution: N/A.

E. Sidewalks Quality/Condition

HEI recommends that cracked and uneven sidewalks be repaired to restore correct cross slopes, grade, and reduce trip hazards.

Contractor Resolution: Areas of concern have been addressed; new concrete placed.

F. Curb and Gutter Quality/Condition

No sections requiring removal and replacement were found, no recommendation.

Contractor Resolution: N/A.

G. Signage

Vegetation should be cleared. HEI also recommends that “stop ahead” pavement marking be added as referenced in the NCHRP 500.

Contractor Resolution: Vegetation cleared, increasing sight distance to stop sign. Pavement marking not added due to increased sight distance.

Resolution: HEI takes no exception to not adding the markings.

H. Stop Sign Size

HEI recommends 7' minimum mounting height for signs that do not meet this minimum requirement.

Contractor Resolution: Sign adjusted per recommendation.

I. Striping and Pavement Markings

HEI recommends the striping and markings be replaced to ensure full visibility.

Contractor Resolution: Striping not replaced; current condition satisfactory.

Resolution: Centerline double yellow pavement markings recapped on North Commons Drive.

J. Gravity Wall

No repairs needed.

Contractor Resolution: N/A.

K. Sight Distance on Curves

HEI recommends 25 MPH posting to satisfy allowable sight distance around curves.

Contractor Resolution: Not posted, spot speed study would be required, sight distance OK for 30 MPH.

Resolution: HEI takes no exception to this matter.

L. Detectable Warnings (ADA)

HEI recommends FDOT Design Standards Index 304, it provides additional information on the design.

Contractor Resolution: Detectable warnings installed at crosswalks.

M. Manhole Drop Offs

The manhole tops along the road within the sidewalk are not standard, HEI recommends that are brought up to current standard to extend to the face of the curb.

Contractor Resolution: Manhole tops recast and brought up to current standard.

N. Trip Hazards

Potential trip hazards exist along the sidewalk throughout both roadways. HEI recommends they be corrected.

Contractor Resolution: Trip hazards addressed; new concrete poured throughout sidewalk.

O. Sidewalk Cross Slopes

HEI recommends correcting cross slopes that are greater than the ADA maximum.

Contractor Resolution: Cross slopes addressed; new concrete poured throughout sidewalk.

P. Differing Median and Shoulder Curbs

No recommendation.

Contractor Resolution: N/A.

Q. WB Turn Lane at Walden Center Drive

HEI recommends irrigation maintenance and to address the potholes.

Contractor Resolution: Recommendations for Pelican Colony Blvd. not addressed; only recommendations for North Commons Drive addressed at this time.

Resolution: HEI takes no exception to excluding the Pelican Colony Blvd.

R. Pelican Colony Boulevard and US-41 Intersection

HEI recommends repairing the striping on Pelican Colony Boulevard near US-41.

Contractor Resolution: Recommendations for Pelican Colony Blvd. not addressed; only recommendations for North Commons Drive addressed at this time.

Resolution: HEI takes no exception to excluding the Pelican Colony Blvd.

S. Sidewalk Termination

No repairs needed.

Contractor Resolution: N/A.

T. Median Cut for Pedestrian Crossing Near Southern Technical College

HEI recommends repairing slope and grade.

Contractor Resolution: Recommendations for Pelican Colony Blvd. not addressed; only recommendations for North Commons Drive addressed at this time.

Resolution: HEI takes no exception to excluding the Pelican Colony Blvd.

U. Crosswalk Indication Leading Nowhere

HEI recommends all curb ramps in this T-intersection be rebuilt if strict adherence to the standards is required.

Contractor Resolution: Curb ramp recast to eliminate crosswalk that leads nowhere.

V. School Signs

HEI recommends this sign should be followed by a School Speed Limit sign or a School Speed Limit Assembly indicating applicable hours.

Contractor Resolution: Additional sign added to indicate applicable conditions of School Speed Limit Sign.

2. Overview

HighSpans Engineering, Inc. (HEI) was contracted by The Village of Estero Public Works Department (Estero) to perform a walkthrough and inspection of North Commons Drive and Pelican Colony Boulevard from North Commons Drive to US-41. These roads were constructed by a private developer and Estero is assuming control of these roads. Prior to this transfer, Estero asked HighSpans Engineering to perform an inspection of the current conditions. An initial site inspection by the EOR (Grady Minor) was performed and findings were displayed on an aerial exhibit.

Please refer to Appendix A, which contains an aerial layout of both roadways and a comprehensive listing of the inspection findings. Section 2 of this report gives a detailed explanation of each finding with an applicable picture. If there are any questions or concerns drawn from this report, please contact the HEI office.

References used in this report:

- The Manual on Uniform Traffic Control Devices (MUTCD)
- FDOT Manual of Uniform Minimum Standards for Design, Construction, and Maintenance for Streets and Highways (“Florida Greenbook” FGB) were used in the analysis. NCHRP 500
- FDOT Design Standards
- Transportation Research Board National Cooperative Highway Research Program Report 500 (NCHRP 500), Guidance for Implementation of the AASHTO Strategic Highway Safety Plan
- Lee County, Florida Land Development Code

3. Inspection Findings

A. North Commons Drive – Typical Section

North Commons Drive contains two 12' lanes with a 2' shoulder on each side. An FDOT Type F Concrete Curb runs along each shoulder of the roadway. A 6' wide concrete sidewalk with no utility strip runs along the east side of the roadway. The plan shows the total width of the R/W is approximately 50'.

B. Pelican Colony Boulevard from North Commons Drive to US-41 – Typical Section

Pelican Colony Boulevard is a divided roadway with two 12' lanes in each direction. The landscaped divided median is 20' wide with FDOT Type F curb separating the median from the roadway. Modified FDOT Type E Curb runs along the outside shoulders of the roadway. There is a 15-ft wide landscaped area between the road and the 6' wide sidewalks on each side of the roadway. From the plans, the total width of the R/W is approximately 125'.

C. Speed Posting

There was no posted speed limit located on either roadway. Based on stopping sight distance and factors discussed throughout this report, HEI recommended that the posted speed limit not exceed 25 MPH.



D. Asphalt Roadway Quality/Condition

General condition of the roadway is acceptable. No severe signs of degradation in the quality of asphalt was noted. There are isolated areas that show signs of minor cracking and degradation. Based on the surface quality, no further subsurface or destructive testing is recommended unless requested by Estero.



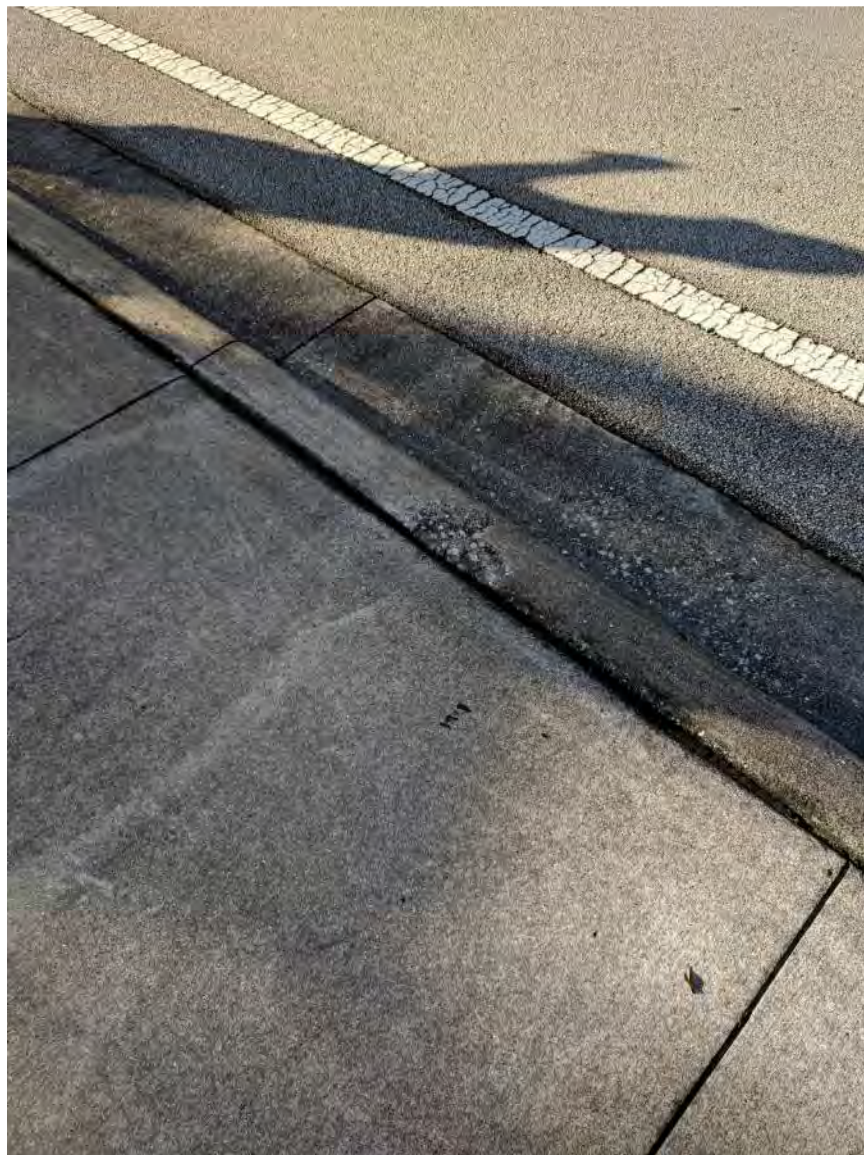
E. Sidewalks Quality/Condition

Most of the sidewalks are in generally fair condition. Cracked and uneven sidewalks should be repaired to restore correct cross slopes and grade, and to reduce trip hazards. Severe cracking was encountered on Pelican Colony Blvd. Minor transverse cracking was discovered along the sidewalk near the Coconut Road intersection. Delineation of removal and replacement can be performed at the request of Estero.



F. Curb and Gutter Quality/Condition

Concrete curb and gutter was found to be in generally fair condition. Minor cracks were also discovered in the sections near Coconut Road as well. No sections requiring removal and replacement were found.



G. Signage

Stop signs and other signage throughout the roads are generally mounted low. Per MUTCD Section 2A.18 “Mounting Height,” the minimum height measured from the bottom of the sign to the sidewalk shall be 7’. Some signs are leaning out of plumb, this could be due to Hurricane Irma. At the intersection of North Commons Drive and Pelican Colony Boulevard, the stop sign is obstructed behind vegetation. This vegetation should be cleared. HEI also recommends that “stop ahead” pavement marking be added as referenced in the NCHRP 500.



H. Stop Sign Size

Stop Sign at Coconut Road meets the minimum requirement size 30" x 30" per the MUTCD Table 2B-1 for single-lane conventional roadways. Although, as discussed in item G., the mounting height does not meet the 7' minimum.



I. Striping and Pavement Markings

Striping throughout roadway is significantly faded and offers little to no reflectivity. Pedestrian crosswalks and stop bars at driveway turnouts are in similar condition. Some retroreflective pavement markings (RPMs) are cracked, dislodged, or missing.



J. Gravity Wall

Gravity wall along the west side of North Commons Drive appeared in good condition. Only 1 spot with minor spalling was discovered at the tapered south end. The back slope of the gravity wall appears to be in agreement with the FDOT Standards. Contraction joints (like the one pictured below) do not appear to be seeping embankment.



K. Sight Distance on Curves

(Sight Distance on Curves), for a 25 MPH design the required middle ordinate distance for a 250' radius curve shall be 12' and for 30 MPH, the required middle ordinate is 20'. During the inspection, it was measured from the edge of the gravity wall to center of the closest lane (the actual middle ordinate distance) was 16'. Therefore, HEI recommends 25 MPH posting. FGB Chapter 3 describes an obstruction as a 2' tall object. Per Figure 3 – 4



L. Detectable Warnings (ADA)

Detectable warnings (ADA mats) are required at all street crossings and curb ramps where the sidewalks meet the roadway per FGB Chapter 3. Some of the crossings contain ADA mats with truncated domes and some contain stamped concrete. FDOT Design Standards Index 304 is recommended and provides additional information on the design.



M. Manhole Drop Offs

The manhole tops along the road within the sidewalk are not standard in that they do not extend to the face of the curb. This creates a drop off near the shoulder.



N. Trip Hazards

Potential trip hazards exist along the sidewalk throughout both roadways. Some joints along the sidewalk have separated causing one pad of sidewalk to sit higher than the adjacent pad. Some utility valve covers within a few feet from the back of sidewalk are low and could be a potential hazard as well. Valve covers in curb ramps sit higher than 1/4" creating a trip hazard.



O. Sidewalk Cross Slopes

Reference the aerial for areas where sidewalks cross slopes are greater than the ADA maximum of 2%.



P. Differing Median and Shoulder Curbs

Along Pelican Colony Boulevard, FDOT Type F curb is used in the median and Type E curb is used at the outside edge of pavement.

Per FGB section C.7.g “Curbs,” sloping curbs are used along the outside edges of the roadway to discourage vehicles from leaving the roadway, and examples of these curbs are the FDOT Type F and E curbs. These curbs are the standard sloping curbs used in Florida and they are not to be used on roadways with design speeds greater than 45 MPH. Given this road is under 45 MPH, HEI gives no exception to the current use of curbs.



Q. WB Turn Lane at Walden Center Drive

Cracks in curb and severe degradation of the asphalt was discovered at this turn lane. Potholes through the asphalt and into the base rock were found full of water. Pothole at joint connecting Walden Center Drive to Pelican Colony Boulevard was also found and full of water. It had not rained; therefore, irrigation maintenance is likely needed. Significant cracking all throughout the turn lane is present.



R. Pelican Colony Boulevard and US-41 Intersection

Striping on Pelican Colony Boulevard near US-41 is wearing down. Aggregate is exposed in asphalt in the same area from what appears to be a utility cut. Crosswalk along US-41 contains stamped concrete ADA mats, within the State's right-of-way.



S. Sidewalk Termination

Sidewalk on Pelican Colony Boulevard ends suddenly without connection to the US-41 sidewalk.



T. Median Cut for Pedestrian Crossing Near Southern Technical College

Grade along median cut pedestrian crossing near the Southern Technical College is at 13%. Per FGB Chapter 8, the max allowable grade is 8.33%.



U. Crosswalk Indication Leading Nowhere

There are crosswalk ADA stamped domes in the curb ramp at the intersection of North Commons Drive and Pelican Colony Boulevard. This leads nowhere. It directs the pedestrian to a nonexistent crosswalk crossing Pelican Colony Boulevard. This T-intersection may require all curb ramps to be rebuilt if strict adherence to the standards is required.



V. School Signs

Besides the “20 MPH School Zone Ahead” signs, there are no other school zone signs on this roadway. According to MUTCD Section 7B.16, this sign should be followed by a School Speed Limit sign or a School Speed Limit Assembly indicating applicable hours.



4. Summary

ADA issues are the major concern drawn from the inspection:

1. Cracks in sidewalk affecting cross slope,
2. Cross slope near manhole/curb inlets,
3. Curb ramps grade and/or slope,
4. Sidewalk trip hazard from cracking or offset joints,
5. ADA truncated domes missing/not installed correctly,
6. Faded/barely visible crosswalk pavement markings.

The manholes/curb inlets used throughout both roadways are not typical. Even though they are not a typical design by today's standards, a constant sidewalk width is maintained throughout the section. If these were to be replaced due to cross slope issues, it is recommended a current standard (FDOT Index 210, for example) be used.

Stopping sight distance around the curves along North Commons Drive must appear to be an issue with the gravity wall and fence line obstructing the view. Based on the measurements taken during the inspection and referencing the FGB, it is recommended that a speed limit of 25 MPH be posted.

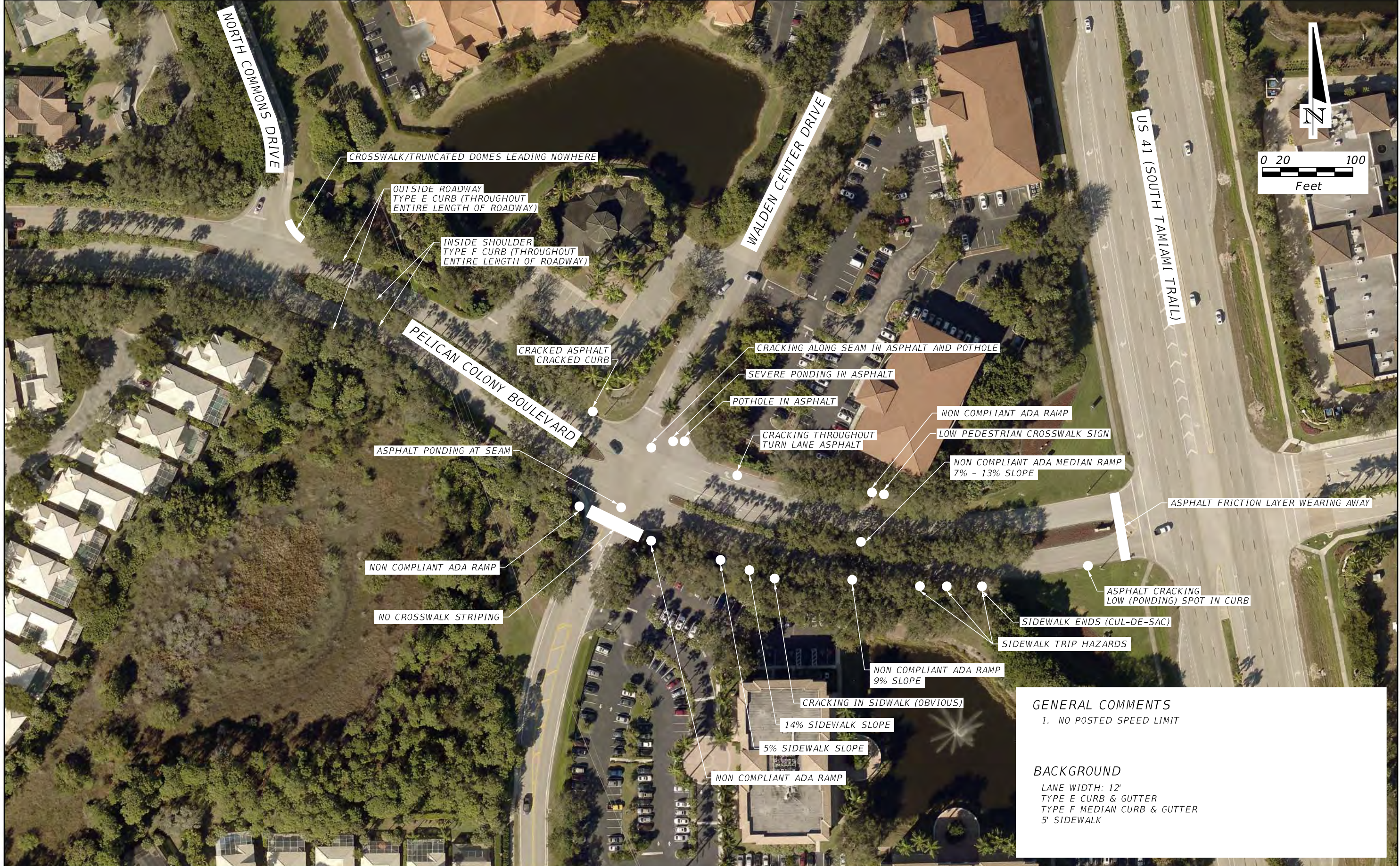
Signs along both roadways are mounted low. Per the MUTCD, signs should be mounted at a minimum of 7 feet between the sidewalk (or roadway) and the bottom of the sign. The stop sign for North Commons Drive at the Pelican Colony Boulevard intersection is difficult to see coming around the curve. There is a "stop sign ahead" sign located just before the curve but adding the "stop ahead" pavement marking should be considered to give additional, cost-effective warning to drivers approaching this intersection.

The Florida Greenbook references sloping curbs to be used in facilities with speeds less than 45 MPH. Sloping curbs are defined as FDOT Type F and E curbs. Although it is typical to see the Type F curb along the outside edge of pavement and the Type E curb along the median, having them in the opposite configuration is not an issue HEI takes exception with.

The right turn lane onto Walden Center Drive is cracking throughout and major potholes and ponding areas are present. It appears this turn lane was constructed after the original roadway. If this turn lane is outside of the proposed R/W, the cracking and potholing along the asphalt seam is the only issue. If this is part of the proposed area Estero is assuming control over, then this entire turn lane needs to be addressed.

Overall, the quality of the roadway, curb, and sidewalk is generally acceptable with the exceptions noted in this report.

Appendix A – Inspection Findings Plan Sheets (Aerial)



GENERAL COMMENTS
 1. NO POSTED SPEED LIMIT

BACKGROUND
 LANE WIDTH: 12'
 TYPE E CURB & GUTTER
 TYPE F MEDIAN CURB & GUTTER
 5' SIDEWALK

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
	Page 32 of 32		

VINCENT ZALIAUSKAS, P.E.
 P.E. LICENSE NUMBER 60524
 HIGHSPANS ENGINEERING, INC.
 2121 MCGREGOR BOULEVARD
 SUITE 200
 FORT MYERS, FL 33901
 CERTIFICATE OF AUTHORIZATION NO. 27559

VILLAGE OF ESTERO PUBLIC WORKS

COUNTY	
LEE	

**PELICAN BOULEVARD
 WALKTHROUGH INSPECTION**

SHEET NO.
 2

WORKSHOP ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
May 5, 2021

Agenda Item:

Council Liaison Assignments

Description:

The Village Manager circulated the liaison assignments. This assignment list has been reviewed by the Mayor and comes to the Council with a recommendation for approval.

As Council is aware, these assignments can be blurred in application, but provide a good guideline for key issues and strategies.

Action Requested:

Approve the Council Liaison Assignments.

Financial Impacts:

None.

Attachments:

1. Council Liaison Assignments List

VILLAGE OF ESTERO
VILLAGE COUNCIL LIAISON ASSIGNMENTS
April 2021

Liaison Assignments to Outside Organizations						
Katy Errington District 4	Jon McLain District 3	Joanne Ribble District 1	Larry Fiesel District 2	Jim Boesch District 5	Jim Ward District 6	Jim Wilson District 7
Metropolitan Planning Organization	Planning, Zoning & Design Board	Florida League of Cities	Estero Council of Community Leaders (ECCL)	Estero Forever Foundation	Estero Chamber of Commerce	
	Alternate - Metropolitan Planning Organization		Horizon Council			
	Special Projects Tourist Development Council					

Areas of Strategic Concern						
Katy Errington District 4	Jon McLain District 3	Joanne Ribble District 1	Larry Fiesel District 2	Jim Boesch District 5	Jim Ward District 6	Jim Wilson District 7
	Annexation	Septic to Sewer		Kiker Preserve		East Corkscrew Issues
						Ben Hill Griffin Road Issues

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL
May 5, 2021

Agenda Item:

Second reading of Ordinance 2021-05 to establish a local implementation of mandatory year-round landscape conservation measures.

Description:

Development within Southwest Florida has strained the area's water resources. The over use of groundwater and surface water sources for irrigation has impacted the environment as well as drinking water wells. The conservation of water resources is critical in protecting the quality and volume of water available for all users, now and in the future.

The attached Ordinance 2021-05 will establish year-round water conservation measures, including the following:

1. Landscape irrigation prohibited between 10:00 am and 4:00 pm daily;
2. Even addresses can only water on Thursday and/or Sunday;
3. Odd addresses can only water on Wednesday and/or Saturday;
4. Irrigation of new landscaping will be allowed under certain exemptions;

If adopted, this ordinance will better protect water resources by allowing the Village of Estero to enforce irrigation water conservation efforts.

The first reading was held on April 21, 2021

Action Requested:

Approve Ordinance 2021-05

Financial Impact:

Minor cost associated with advertisement and enforcement.

Attachments:

1. Ordinance No. 2021-05
2. Rules of South Florida Water Management District Mandatory Year-Round Landscape Irrigation Conservation Measures
3. Presentation

1 **WHEREAS**, the Village of Estero relies upon the guidance and regulations issued by the
2 District in the drafting, adopting, and implementing this Ordinance; and

3
4 **WHEREAS**, it is the desire of the Village Council of the Village of Estero to adopt this
5 Ordinance in accordance with Rules 40E-24.201 and 40E-24.301, F.A.C.; and

6
7 **WHEREAS**, the Village Council finds and declares that the adoption of this Ordinance is
8 appropriate, and in the public interest of this community.

9
10 **NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE COUNCIL OF THE**
11 **VILLAGE OF ESTERO, FLORIDA:**

12
13 **Section 1.** **Recitals.**

14
15 Each and all of the foregoing recitals are hereby incorporated into this Ordinance as if
16 specifically set forth herein.

17
18
19 **Section 2.** **Intent and Purpose.**

20
21 It is the intent and purpose of this Ordinance to implement procedures that promote water
22 conservation through the efficient use of landscape irrigation.

23
24 **Section 3.** **Definitions.**

25
26 For the purpose of this Ordinance, the following terms, phrases, words, and their
27 derivatives shall have the meaning listed below. When not inconsistent with the context, words
28 used in the present tense include the future, words in the plural include the singular, and words in
29 the singular include the plural.

30
31 (1) “Address” means the “house number” (a numeric or alphanumeric designation)
32 that, together with the street name, describes the physical location of a specific
33 property. This includes “rural route” numbers, but excludes post office box
34 numbers. If a lot number in a mobile home park or similar community is used by
35 the U.S. Postal Service to determine a delivery location, the lot number shall be the
36 property’s address. If a lot number in a mobile home park or similar residential
37 community is not used by the U.S. Postal Service (e.g., the park manager sorts
38 incoming mail delivered to the community’s address), then the community’s main
39 address shall be the property’s address. If a property has no address, it shall be
40 considered “even-numbered.”

41
42 (2) “Athletic Play Area” means all golf course fairways, tees, roughs, greens, and other
43 athletic play surfaces; including, football, baseball, soccer, polo, tennis, and lawn
44 bowling fields, and rodeo, equestrian, and livestock arenas.

45
46 (3) “Consumptive Use Permit” (CUP) means a permit issued pursuant to Chapter 40E-

1 2, F.A.C., authorizing the consumptive use of water.
2

- 3 (4) “District” means the South Florida Water Management District, a government
4 entity created under Chapter 373, F.S.
5
- 6 (5) “Even Numbered Address” means an address ending in the numbers 0, 2, 4, 6, 8,
7 or rights-of-way or other locations with no address, or the letters A-M.
8
- 9 (6) “Existing landscaping” means any landscaping which has been planted and in the
10 ground for more than ninety (90) days.
11
- 12 (7) “Landscaping” means shrubbery, trees, lawns, sod, grass, ground covers, plants,
13 vines, ornamental gardens, and such other flora not intended for resale, which are
14 situated in such diverse locations as residential landscapes, recreation areas,
15 cemeteries, public, commercial, and industrial establishments, public medians, and
16 rights-of-way, except athletic play areas, as defined in Section 2(2).
17
- 18 (8) “Landscape Irrigation” means the outside watering of shrubbery, trees, lawns, sod,
19 grass, ground covers, plants, vines, ornamental gardens, and such other flora not
20 intended for resale, which are planted and situated in such diverse locations as
21 residential landscapes, recreation areas, cemeteries, public, commercial, and
22 industrial establishments, public medians, and rights-of-way, except athletic play
23 areas.
24
- 25 (9) “Law Enforcement Officials” means designated code inspectors and code
26 enforcement officers of the Village.
27
- 28 (10) “Low Volume Hand Watering” means the watering of landscape by one (1) person,
29 with one (1) hose, fitted with a self-canceling or automatic shutoff nozzle.
30
- 31 (11) “Low Volume Irrigation” means the use of equipment and devices specifically
32 designed to allow the volume of water delivered to be limited to a level consistent
33 with the water requirement of the plant being irrigated, and to allow that water to
34 be placed with a high degree of efficiency in the root zone of the plant. The term
35 also includes water used in mist houses and similar establishments for plant
36 propagation. Overhead irrigation and flood irrigation are not included.
37
- 38 (12) “Micro-irrigation” means the application of small quantities of water on or below
39 the soil surface as drops or tiny streams of spray through emitter or applicators
40 placed along a water delivery line. Micro-irrigation includes a number of methods
41 or concepts, such as bubbler, drip, trickle, mist or microspray, and subsurface
42 irrigation.
43
- 44 (13) “New landscaping” means any landscaping which has been planted in the ground
45 for ninety (90) days or less.
46

- 1 (14) “Odd Numbered Address” means an address ending in the numbers 1, 3, 5, 7, 9, or
 2 the letters N-Z.
 3
- 4 (15) “Reclaimed Water” means wastewater that has received at least secondary
 5 treatment and basic disinfection, and is reused after flowing out of a wastewater
 6 treatment facility as defined by Rule 62-40.210, F.A.C.
 7
- 8 (16) “User” means any person, individual, firm, association, organization, partnership,
 9 business trust, corporation, company, agent, employee, or other legal entity whether
 10 natural or artificial, the United States of America, and the State and all political
 11 subdivisions, regions, districts, municipalities, and public agencies thereof, which
 12 directly or indirectly takes water from the water resource, including uses from
 13 private or public utility systems, uses under water use permits issued pursuant to
 14 Chapter 40E-2, F.A.C., or uses from individual wells or pumps.
 15
- 16 (17) “Wasteful and Unnecessary” means allowing water to be dispersed without any
 17 practical purpose to the water use; for example, excessive landscape irrigation,
 18 leaving an unattended hose on a driveway with water flowing, allowing water to be
 19 dispersed in a grossly inefficient manner regardless of the type of water use; for
 20 example, allowing landscape irrigation water to unnecessarily fall onto pavement,
 21 sidewalks, and other impervious surfaces; or allowing water flow through a broken
 22 or malfunctioning water delivery or landscape irrigation system.
 23
- 24 (18) “Water Resource” means any and all water on or beneath the surface of the ground,
 25 including natural or artificial watercourses, lakes, ponds, or diffused surface water,
 26 and water percolating, standing, or flowing beneath the surface of the ground.
 27
- 28 (19) “Water Shortage” means when the District determines there is the possibility that
 29 insufficient water will be available to meet the present and anticipated needs of the
 30 users, or when conditions are such as to require a temporary reduction in total use
 31 within a particular area to protect water resources from serious harm. A water
 32 shortage usually occurs due to drought.
 33
- 34 (20) “Water Shortage Emergency” means when the District determines the provisions
 35 listed in Part II of Chapter 40E-21, F.A.C., are not sufficient to protect the public
 36 health, safety, or welfare, the health of animals, fish, or aquatic life, a public water
 37 supply, or commercial, industrial, agricultural, recreational, or other reasonable-
 38 beneficial uses.
 39

40 **Section 4. Applicability.**

41
 42 The provisions of this Ordinance shall apply to each user, as defined in Section 2(16),
 43 providing landscape irrigation from all water resources within the boundaries of the Village with
 44 the following exceptions:
 45

- 46 (1) The use of reclaimed water, which may or may not be supplemented from another
 47 source;

- 1 (2) Irrigation at agricultural and nursery operations; and
- 2 (3) Irrigation of athletic play areas.

3
4 **Section 5. Year-Round Landscape Irrigation Conservation Measures.**

5
6 The Village adopts the rules of the South Florida Water Management District, listed in
7 Subsection 40E-24.201 (1)-(6), F.A.C., including subsequent additions or corrections which are
8 set out as follows:

- 9 (1) The year-round landscape irrigation conservation measures contained in this
10 Ordinance are applicable to all users including permitted and exempt users under
11 Chapter 40E-2, F.A.C., unless otherwise indicated. These conservation measures
12 apply to all water resources, unless otherwise indicated. In addition to the
13 requirements of this Section, all permitted users under Chapter 40E-2, F.A.C., are
14 required to maintain compliance with all CUP conditions and terms, including
15 requirements to implement water conservation practices.
16
- 17 (2) It shall be the duty of each user to keep informed as to the landscape irrigation
18 conservation measures within this Ordinance which affect each particular water
19 use.
20
- 21 (3) In addition to the specific conservation measures, all wasteful and unnecessary
22 water use, as defined in Section 2(17), is prohibited.
23
- 24 (4) The following requirements shall apply to all users, unless specified in Section 3 or
25 Section 5.
 - 26 (a) Landscape irrigation shall be prohibited between the hours of 10:00 a.m. and
27 4:00 p.m., except as otherwise provided.
 - 28 (b) Irrigation of existing landscaping shall comply with the following provisions:
 - 29 i. Even addresses, as defined in Section 2(5), installations with irrigation
30 systems that irrigate both even and odd addresses within the same zones,
31 such as multi-family units and homeowners' associations, and rights-of-
32 way or other locations with no address shall have the opportunity to
33 accomplish necessary landscape irrigation two (2) days a week, only on
34 Thursday or Sunday, or both.
 - 35 ii. Odd addresses, as defined in Section 2(14), shall have the opportunity
36 to accomplish necessary landscape irrigation two (2) days a week, only
37 on Wednesday or Saturday, or both.
 - 38 (c) Irrigation of new landscaping shall comply with the following provisions:
 - 39 i. New landscaping may be irrigated once on the day it is installed
40 without regard to the listed watering days and times. Irrigation of the
41 soil immediately prior to the installation of the new landscaping is
42 allowed without regard to the normal watering days and times.
 - 43 ii. A ninety (90) day establishment period begins on the day the new
44 landscaping is installed. The new landscaping shall be installed within
45 a reasonable time from the date of purchase, which may be
46 demonstrated with a dated receipt or invoice.

- 1 iii. Irrigation of new landscaping which has been in place for thirty (30)
2 days or less may be accomplished on any day of the week except
3 Friday.
4 iv. Irrigation of new landscaping which has been in place for thirty-one
5 (31) to ninety (90) days may be accomplished on any day of the week
6 except Tuesday, Friday or Sunday.
7 v. Irrigation of new landscaping is limited to areas only containing the
8 new landscaping. An entire zone of an irrigation system shall only be
9 utilized for landscape irrigation under this Subsection if the zone
10 contains at least 50% new landscaping. If a zone contains less than
11 50% new landscaping, or if the new landscaping is in an area that will
12 not typically be irrigated by an irrigation system, only the individual
13 new plantings are eligible for additional irrigation. Targeted watering
14 may be accomplished by low volume hand watering, as defined in
15 Section 2(10), or any appropriate method which isolates and waters
16 only the new landscaping.
17
18 (5) Any water shortage, as defined in Section 2(19), restrictions or other measures
19 declared pursuant to Chapter 40E-21, F.A.C., or related District Governing Board
20 or Executive Director orders which are more restrictive than a measure contained
21 within this Ordinance, shall supersede this Ordinance for the duration of the
22 applicable water shortage declaration.
23

24 **Section 6. Exceptions to the Landscaping Irrigation Schedules.**

25
26 Landscape irrigation scheduling shall be subject to the following exceptions:
27

- 28 (1) Landscape irrigation systems may be operated during restricted days and times for
29 cleaning, maintenance, and repair purposes with an attendant on site in the area
30 being tested. Landscape irrigation systems may routinely be operated for such
31 purposes no more than once per week, and the run time for any one (1) test should
32 not exceed ten (10) minutes per zone.
33
34 (2) Landscape irrigation for the purpose of watering-in fertilizers, insecticides,
35 pesticides, fungicides and herbicides, where such watering-in is recommended by
36 the manufacturer, or by federal, state or local law, or best management practices,
37 shall be allowed under the following conditions:
38 (a) Such watering-in shall be limited to one (1) application, unless the need for
39 more than one (1) application is stated in the directions for application
40 specified by the manufacturer; and
41 (b) Such watering-in shall be accomplished during normally allowable watering
42 days and times set forth in Subsection 4(4)(a) and (b), unless a professional
43 licensed applicator has posted a temporary sign containing the date of
44 application and the date(s) of needed watering-in activity.
45

- 1 (3) Any plant material may be watered using low volume irrigation, as defined in
2 Section 2(11), micro-irrigation, as defined in Section 2(12), low volume hand
3 watering method, rain barrels, cisterns, or other similar rain-harvesting devices
4 without regard to the watering days or times allowed pursuant to this Section.
5

6 **Section 7. Additional Requirements.**
7

8 Any user who purchases and installs an automatic landscape irrigation system shall properly
9 install, maintain, and operate technology that inhibits or interrupts operation of the system during
10 periods of sufficient moisture in accordance with Section 373.62, F.S.
11

12 **Section 8. Variances.**
13

- 14 (1) A variance from the specific day or days identified in Subsection 5(4)(b) may be
15 granted by the Village if strict application of the restrictions would lead to
16 unreasonable or unfair result; provided the applicant demonstrates with
17 particularity that compliance with the schedule will result in substantial economic,
18 health, or other hardship on the applicant or those served by the applicant. If
19 granted, the applicant shall be required to post a notice at each parcel to which the
20 variance pertains. Relief may be granted only upon a demonstration that such
21 hardship exists, is peculiar to the person or the affected property, is not self-
22 imposed, and further demonstrates that granting the variance would be consistent
23 with the general intent and purpose of this division.

- 24 (2) The Village shall recognize all irrigation variances or waivers issued by the District
25 under Rule 40E-24.501, F.A.C.
26

27 **Section 9. Declaration of Water Shortage or Water Shortage Emergency.**
28

29 Declaration of a water shortage condition or water shortage emergency, as defined in Section
30 2(20), within all or parts of the Village by the District's Governing Board or Executive Director
31 shall supersede this Ordinance for the duration of the applicable water shortage declaration in
32 accordance with Ordinance No. 2021-06. A water shortage usually occurs due to drought.
33

34 **Section 10. Enforcement.**
35

36 The Village authorizes law enforcement officials having jurisdiction within the Village to
37 enforce the provisions of this Ordinance. In addition, the Village may delegate this Ordinance's
38 enforcement responsibility to other agencies and departments within the Village government or
39 other governmental entities through interlocal agreement.
40

41 **Section 11. Penalties.**
42

43 Violations of any provision of this Ordinance may be punished pursuant to Chapter 162,
44 Florida Statutes, however the Village may also take any other appropriate legal action, including
45 but not limited to injunctive action to enforce the provisions of this Ordinance.

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Section 12. Codification.

The Village Council intends that this Ordinance be made part of the Code of the Laws and Ordinances, of the Village of Estero, Florida; and that the sections of this Ordinance can be renumbered or re-lettered to the appropriate word or phrase to accomplish codification, and regardless of whether this Ordinance is ever codified, the Ordinance can be renumbered or re-lettered and typographical errors and clarification of ambiguous wording that do not affect the intent can be corrected with the authorization of the Village Manager without the need for a public hearing.

Section 13. Conflict.

All ordinances, resolutions, official determinations or parts thereof previously adopted or entered by the Village or any of its officials and in conflict with this Ordinance are hereby repealed to the extent inconsistent herewith.

Section 14. Severability.

In the event that any portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

Section 15. Effective Date.

This Ordinance shall take effect immediately upon adoption.

[SIGNATURE PAGE FOLLOWS]

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PASSED on first reading this 21st day of April 2021.

PASSED AND ADOPTED BY THE VILLAGE COUNCIL of the Village of Estero, Florida
this ____ day of ____, 2021.

Attest: **VILLAGE OF ESTERO, FLORIDA**

By: _____
Carol Sacco, Village Clerk

By: _____
Katy Errington, Mayor

Reviewed for legal sufficiency:

By: _____
Burt Saunders, Esq., Village Attorney

Vote:	AYE	NAY
Mayor Errington	_____	_____
Vice Mayor McLain	_____	_____
Councilmember Ribble	_____	_____
Councilmember Boesch	_____	_____
Councilmember Fiesel	_____	_____
Councilmember Ward	_____	_____
Councilmember Wilson	_____	_____

**Rules of the
South Florida Water Management District**

**Mandatory Year-Round Landscape
Irrigation Conservation Measures
CHAPTER 40E-24, F.A.C.**



Effective: July 14, 2014



Ordinance 2021-05

Year-Round Water Restrictions

David Willems, P.E.



Why Water Restrictions?

- SW Florida experiences very pronounced wet and dry seasons
- Water shortages are often experienced April - June
- Lawn irrigation competes with the environment and drinking water for available water
- Need to balance usage so we don't overuse



Why Water Restrictions?

- South Florida Water Management District
 - Already requires water restrictions
 - Encourages local governments to enforce restrictions



Ordinance 2021-05

- Creates own water restrictions with the Village of Estero.
- Allows the Village to enforce those water Restrictions



Ordinance 2021-05

Summary of Ordinance

- Watering Days
 - Even Addresses - Thursday and/or Sunday
 - Odd Addresses - Wednesday and/or Sunday
 - No Address or Both Even & Odd - Thursday and/or Sunday
- Watering Times
 - 4:00 p.m. - 10:00 a.m.



Ordinance 2021-05

- Ordinance Exceptions
 - Reclaimed water users
 - Agricultural and nursery operations
 - Athletic play areas



Questions

Can The Village have more restrictive rule? - Yes, the Village can be more restrictive but not less.

However, creating restrictions different from SFWMD, Lee County and City of Bonita Springs could create confusion.



QUESTIONS?

CHAPTER 40E-24
MANDATORY YEAR-ROUND LANDSCAPE IRRIGATION MEASURES CONSERVATION MEASURES

- 40E-24.011 Policy and Purpose
- 40E-24.101 Definitions
- 40E-24.201 Year-Round Landscape Irrigation Conservation Measures
- 40E-24.301 Local Government Option
- 40E-24.401 Enforcement
- 40E-24.501 Variances and Waivers

40E-24.011 Policy and Purpose.

(1) This chapter comprises the Mandatory Year-Round Landscape Irrigation Conservation Measures within the boundaries of the South Florida Water Management District (District). These mandatory conservation measures are intended to provide a framework for consistent implementation to ensure the long-term sustainability of the water resources of the region, increase water use efficiency and prevent and curtail wasteful water use practices through regulatory means for landscape irrigation by all users. Water savings achieved by public and private water supply utilities through conservation may be used to extend the availability of all water sources to meet future demands and defer the need for additional capital investment in alternative water supplies, subject to compliance with Chapter 40E-2, F.A.C. Local governments are encouraged to implement these conservation measures through the adoption of ordinances that would include these measures, variance and enforcement provisions. These measures are in addition to the Chapter 40E-2, F.A.C., provisions and non-regulatory measures, such as education and incentive programs, which are also utilized by the District to promote water conservation. These conservation measures prohibit landscape irrigation during those periods of the day when irrigation efficiency significantly decreases, and limit landscape irrigation water use to two days per week except as specified herein. Users are encouraged to apply no more than 3/4-inch to 1-inch of water per week on their lawns and landscapes and only as needed to supplement rainfall. However, provisions have been made in this chapter to allow landscape irrigation three days per week in designated counties to address utility operational, health, and safety and landscape concerns.

(2) This chapter applies to all water users unless specified otherwise herein.

(3) This chapter only applies to landscape irrigation as defined herein. This chapter does not apply to agricultural irrigation.

(4) In concert with the establishment of the year round landscape irrigation conservation measures of this chapter, the District commits to the following activities:

(a) Coordinate with stakeholders to develop and implement a water conservation partnership plan to further promote conservation and efficient use of water;

(b) On at least an annual basis, evaluate the implementation and effectiveness of the District's water conservation partnership plan; and,

(c) No later than five years from the effective date of this chapter, District staff shall provide the Governing Board with recommendations based on a comprehensive evaluation of this chapter and its implementation. The Governing Board may revise this chapter at any time, as it deems appropriate.

Rulemaking Authority 373.044, 373.113, 373.171 FS. Law Implemented 373.042, 373.0421, 373.171, 373.219, 373.223, 373.227 FS. History—New 6-12-03, Amended 3-15-10, 7-14-14.

40E-24.101 Definitions.

When used in this chapter:

(1) "Address" means the "house number" (a numeric or alphanumeric designation) that, together with the street name, describes the physical location of a specific property. This includes "rural route" numbers but excludes post office box numbers. If a lot number in a mobile home park or similar community is used by the U.S. Postal Service to determine a delivery location, the lot number shall be the property's address. If a lot number in a mobile home park or similar residential community is not used by the U.S. Postal Service (e.g., the park manager sorts incoming mail delivered to the community's address), then the community's main address shall be the property's address. If a property has no address it shall be considered "even-numbered".

(2) "Athletic play area" means all golf course fairways, tees, roughs, and greens, and other athletic play surfaces; including,

Chapter 40E-24 Mandatory year-Round Landscape Irrigation Conservation Measures

Effective: 7/14/2014

football, baseball, soccer, polo, tennis and lawn bowling fields, and rodeo, equestrian and livestock arenas.

(3) “Consumptive Use Permit (CUP)” means a permit issued pursuant to Chapter 40E-2, F.A.C., authorizing the consumptive use of water.

(4) “Even Numbered Address” means an address, ending in the numbers 0, 2, 4, 6, 8, or rights-of-way or other locations with no address, or the letters A-M.

(5) “Existing landscaping” means any landscaping which has been planted and in the ground for more than ninety (90) days.

(6) “Landscaping” means shrubbery, trees, lawns, sod, grass, ground covers, plants, vines, ornamental gardens, and such other flora, not intended for resale, which are situated in such diverse locations as residential landscapes, recreation areas, cemeteries, public, commercial, and industrial establishments, public medians, and rights-of-way except athletic play areas as defined in subsection 40E-24.101(2), F.A.C.

(7) “Low Volume Hand Watering” means the watering of landscape by one person, with one hose fitted with a self-canceling or automatic shutoff nozzle.

(8) “Low Volume Irrigation” means the use of equipment and devices specifically designed to allow the volume of water delivered to be limited to a level consistent with the water requirement of the plant being irrigated and to allow that water to be placed with a high degree of efficiency in the root zone of the plant. The term also includes water used in mist houses and similar establishments for plant propagation. Overhead irrigation and flood irrigation are not included.

(9) “Landscape Irrigation” means the outside watering of shrubbery, trees, lawns, sod, grass, ground covers, plants, vines, ornamental gardens, and such other flora, not intended for resale, which are planted and are situated in such diverse locations as residential landscapes, recreation areas, cemeteries, public, commercial, and industrial establishments, public medians, and rights-of-way except athletic play areas as defined in subsection 40E-24.101(2), F.A.C.

(10) “Micro-irrigation” means the application of small quantities of water on or below the soil surface as drops or tiny streams of spray through emitter or applicators placed along a water delivery line. Micro-irrigation includes a number of methods or concepts such as bubbler, drip, trickle, mist or microspray, and subsurface irrigation.

(11) “New landscaping” means any landscaping which has been planted and in the ground for ninety (90) days or less.

(12) “Odd Numbered Address” means an address ending in the numbers 1, 3, 5, 7, 9 or the letters N-Z.

(13) “Reclaimed Water” means wastewater that has received at least secondary treatment and basic disinfection and is reused after flowing out of a wastewater treatment facility as defined by Rule 62-40.210, F.A.C..

(14) “User” means any person, individual, firm, association, organization, partnership, business trust, corporation, company, agent, employee or other legal entity whether natural or artificial, the United States of America, and the State and all political subdivisions, regions, districts, municipalities, and public agencies thereof, which directly or indirectly takes water from the water resource, including uses from private or public utility systems, uses under water use permits issued pursuant to Chapter 40E-2, F.A.C., or uses from individual wells or pumps.

(15) “Wasteful and unnecessary” means allowing water to be dispersed without any practical purpose to the water use; for example, excessive landscape irrigation, leaving an unattended hose on a driveway with water flowing, allowing water to be dispersed in a grossly inefficient manner, regardless of the type of water use; for example, allowing landscape irrigation water to unnecessarily fall onto pavement, sidewalks and other impervious surfaces; allowing water flow through a broken or malfunctioning water delivery or landscape irrigation system.

Rulemaking Authority 373.044, 373.113, 373.171 FS. Law Implemented 373.042, 373.0421, 373.171, 373.219, 373.223, 373.227 FS. History—New 6-12-03, Amended 3-15-10, 7-14-14.

Chapter 40E-24 Mandatory year-Round Landscape Irrigation Conservation Measures

Effective: 7/14/2014

40E-24.201 Year-Round Landscape Irrigation Conservation Measures.

(1) The year-round landscape irrigation conservation measures contained in this chapter are applicable to all users as defined in subsection 40E-24.101(14), F.A.C., including permitted and exempt users under Chapter 40E-2, F.A.C., unless indicated otherwise herein. These conservation measures apply to all water sources, except that the use of reclaimed water, which may or may not be supplemented from another source, is allowed anytime. In addition to the requirements of this section, all permitted users under Chapter 40E-2, F.A.C., are required to maintain compliance with all CUP conditions and terms, including those designed to require the implementation of water conservation practices.

(2) Any restrictions or other measures declared pursuant to Chapter 40E-21, F.A.C., or related Board or Executive Director orders which are more restrictive than a measure contained within this chapter, shall supersede this rule for the duration of the applicable water shortage declaration.

(3) It shall be the duty of each water user to keep informed as to the landscape irrigation conservation measures presented within this chapter, which affect each particular water use.

(4) In addition to the specific conservation measures enumerated below, all wasteful and unnecessary water use as defined in subsection 40E-24.101(15), F.A.C., is prohibited.

(5) The following requirements or exceptions shall apply to all users unless specified otherwise herein:

(a) Landscape irrigation shall be prohibited daily between the hours of 10:00 a.m. and 4:00 p.m., except as otherwise provided herein.

(b) Irrigation of new landscaping shall comply with the following provisions:

1. On the day the new landscaping is installed, the new landscaping may be irrigated once without regard to the normally allowable watering days and times. Irrigation of the soil immediately prior to the installation of the new landscaping is also allowable without regard to the normal allowable watering days and times.

2. The ninety (90) day period begins the day the new landscaping is installed. The new landscaping shall be installed within a reasonable time from the date of purchase, which may be demonstrated with a dated receipt or invoice.

3. Irrigation of new landscaping which has been in place for thirty (30) days or less may be accomplished on Monday, Tuesday, Wednesday, Thursday, Saturday, and Sunday.

4. Irrigation of new landscaping which has been in place for thirty-one (31) to ninety (90) days may be accomplished on Monday, Wednesday, Thursday, and Saturday.

5. Irrigation of the new landscaping is limited to areas containing the new landscaping only. An entire zone of an irrigation system shall only be utilized for landscape irrigation under this paragraph if the zone in question is for an area that contains at least 50% new landscaping. If a zone contains less than 50% new landscaping, or if the new landscaping is in an area that will not typically be irrigated by an irrigation system, only the individual new plantings are eligible for additional irrigation under this paragraph. Targeted watering may be accomplished by low volume hand watering, or any appropriate method which isolates and waters only the new landscaping.

(c) Landscape irrigation systems may be operated during restricted days and/or times for cleaning, maintenance, and repair purposes with an attendant on site in the area being tested. Landscape irrigation systems may routinely be operated for such purposes no more than once per week, and the run time for any one test should not exceed 10 minutes per zone.

(d) Landscape irrigation for the purpose of watering-in fertilizers, insecticides, pesticides, fungicides and herbicides, where such watering-in is recommended by the manufacturer, or by federal, state or local law, or best management practices, shall be allowed under the following conditions:

1. Such watering-in shall be limited to one application unless the need for more than one application is stated in the directions for application specified by the manufacturer; and

2. Such watering-in shall be accomplished during normally allowable watering days and times set forth in subsections (5)(a), (6), and (7) unless a professional licensed applicator has posted a temporary sign containing the date of application and the date(s) of needed watering-in activity.

(e) Any plant material may be watered using low volume irrigation, micro-irrigation, low-volume hand watering methods, and rain barrels, cisterns, or other similar rain-harvesting devices without regard to the watering days or times allowed pursuant to this section.

(6) Except as authorized in subsection (7), below, irrigation of existing landscaping shall comply with the following provisions:

Chapter 40E-24 Mandatory year-Round Landscape Irrigation Conservation Measures

Effective: 7/14/2014

(a) Even addresses, installations with irrigation systems that irrigate both even and odd addresses within the same zones, such as multi-family units and homeowners' associations, and rights-of-way or other locations with no address as defined in subsection 40E-24.101(4), F.A.C., shall have the opportunity to accomplish necessary landscape irrigation only on Thursday and Sunday.

(b) Odd addresses as defined in subsection 40E-24.101(12), F.A.C., shall have the opportunity to accomplish necessary landscape irrigation only on Wednesday and Saturday.

(7) Users located in Broward, Collier, Glades, Hendry, Lee, Martin, Miami-Dade, Monroe, Palm Beach, and St. Lucie counties shall irrigate existing landscaping in accordance with the provisions set forth in subsection (6), above, or as provided below.

(a) Even addresses, installations with irrigation systems that irrigate both even and odd addresses within the same zones, such as multi-family units and homeowners' associations, and rights-of-way or other locations with no address as defined in subsection 40E-24.101(4), F.A.C., shall have the opportunity to accomplish necessary landscape irrigation only on Tuesday, Thursday, and Sunday.

(b) Odd addresses as defined in subsection 40E-24.101(12), F.A.C., shall have the opportunity to accomplish necessary landscape irrigation only on Monday, Wednesday, and Saturday.

Rulemaking Authority 373.044, 373.113, 373.171 FS. Law Implemented 373.042, 373.0421, 373.171, 373.219, 373.223, 373.227 FS. History—New 6-12-03, Amended 3-15-10, 7-14-14.

40E-24.301 Local Government Option.

(1) Local governments that wish to enforce alternative landscape irrigation conservation measures, shall be considered to be in substantial compliance with this rule upon the enactment of an ordinance establishing landscape irrigation measures which achieve water conservation consistent with the number of days and times for landscape irrigation set forth in subsections 40E-24.201(5)-(7), F.A.C. Such ordinance shall provide for variance and enforcement procedures that do not diminish the effectiveness of the measures.

(2) Local governments with a jurisdiction divided between the South Florida Water Management District and another water management district may enact an ordinance providing for alternative landscape irrigation conservation measures as necessary for the local government to achieve a uniform schedule within its jurisdiction that is in accordance with at least one of the involved water management district rules.

(3) At least thirty (30) days prior to the adoption of an ordinance for alternative landscape irrigation conservation measures, the local government shall submit the proposed ordinance to the District.

(4) In order to evaluate the effectiveness of the alternative conservation measures, such local governments shall provide an annual report to the District which includes any variances granted or denied, enforcement actions taken and any measures proposed to be amended in the next reporting period. Each annual report shall be submitted to the District no later than September 30th of each year following the adoption of this chapter.

(5) Users within the jurisdiction or customers of such local governments shall comply with the alternative landscape irrigation conservation measures contained within the ordinance implementing that program and are not subject to the measures contained in subsections 40E-24.201(5)-(7), F.A.C.

Rulemaking Authority 373.044, 373.113, 373.171 FS. Law Implemented 373.042, 373.0421, 373.171, 373.219, 373.223, 373.227, 373.609 FS. History—New 6-12-03, Amended 3-15-10.

40E-24.401 Enforcement.

(1) As required by Section 373.609, F.S., each county and city commission, state and county attorney, sheriff, police officer and other appropriate local government official in the region covered by this chapter which is not implementing alternative landscape irrigation conservation measures pursuant to a local government ordinance, shall respond to address-specific or location-specific violations of this chapter upon request from the District.

(2) A local government is strongly encouraged to enforce Rule 40E-24.201, F.A.C., within its jurisdiction by adopting an ordinance that incorporates the provisions set forth in Rule 40E-24.201, F.A.C. At least thirty (30) days prior to the adoption of an ordinance to enforce Rule 40E-24.201, F.A.C., the local government shall submit the proposed ordinance to the District.

(3) In enforcing the provisions of this chapter the District will utilize any of the enforcement remedies available pursuant to Chapter 120 or 373, F.S., or applicable District rule. The Executive Director may take appropriate action pursuant to Sections 373.119, 373.175(4), 373.246(7) and 120.69, F.S., to enforce the provisions of this chapter.

Chapter 40E-24 Mandatory year-Round Landscape Irrigation Conservation Measures

Effective: 7/14/2014

Rulemaking Authority 373.044, 373.113, 373.171 FS. Law Implemented 373.119, 373.171, 373.175(4), 373.219, 373.227, 373.246(7), 373.603, 373.609 FS. History—New 6-12-03, Amended 3-15-10.

40E-24.501 Variances and Waivers.

(1) Users may request relief from the provisions of this Chapter by filing a petition for variance or waiver pursuant to Section 120.542, F.S., and Chapter 28-104, F.A.C. Examples of circumstances, which, subject to the above-referenced statute and rule and the provisions below, may be candidates for the issuance of a variance, include but are not limited to:

- (a) Two or more properties which share a common source of water;
- (b) A public or private water system experiencing, or anticipating distribution problems that cannot be addressed through Rule 40E-24.301, F.A.C.;
- (c) User maintains an irrigation system that uses soil moisture sensors with remote monitoring and adjustment capabilities that satisfies the requirements set forth in Section 373.62(7), F.S.

(2) A variance or waiver is invalid if it has expired or if the user or its agent violates the terms of the variance or waiver.

(3) Where a local government has adopted an ordinance incorporating the provisions set forth in Rule 40E-24.201, F.A.C., or alternative landscape irrigation measures pursuant to Rule 40E-24.301, F.A.C., the local government may grant a variance from the specific day or days for landscape irrigation identified in the ordinance, or the specific day or days for landscape irrigation identified in the ordinance adopting the alternative landscape irrigation measures, provided that the applicant demonstrates with particularity that compliance with the schedule of days for landscape irrigation will result in a substantial hardship on the applicant requesting the variance or those served by the applicant. If granted, the applicant shall be required to post a notice at each parcel to which the variance pertains.

Rulemaking Authority 120.542, 373.044, 373.113, 373.171 FS. Law Implemented 120.542, 373.119, 373.171, 373.175(4), 373.219, 373.227, 373.246(7), 373.603, 373.609 FS. History—New 3-15-10.

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL
May 5, 2021

Agenda Item:

Second reading of Ordinance 2021-06 for the declaration of water shortage or water shortage emergency.

Description:

The rainfall pattern in Southwest Florida of a very wet summer and a very dry winter can lead to times of critically low water levels. Critically low water levels can have adverse environmental and economic impacts.

To mitigate potential impacts, the South Florida Water Management District (SFWMD) can declare a Water Shortage or Water Shortage Emergency. Definitions are provided below.

Water Shortage - When the District determines there is the possibility that insufficient water will be available to meet the present and anticipated needs of the users, or when conditions are such as to require temporary reduction in total use within a particular area to protect water resources from serious harm.

Water Shortage Emergency - When the District has determined that the provisions listed in Part II of Chapter 40E-21, F.A.C., are not sufficient to protect the public health, safety, or welfare, the health of animals, fish, or aquatic life, a public water supply, or commercial, industrial, agricultural, recreational, or other reasonable beneficial uses.

With the Water Shortage or Water Shortage Emergency the SFWMD will typically provide additional water restrictions. For example, in 2020 SFWMD issued a Water Shortage Emergency Order that limited irrigation watering to 1-day per week.

This ordinance will provide authority to enforce the Water Shortage or Water Shortage Emergency restrictions declared by SFWMD. This will help reduce environmental and economic impacts that could be created by critically low water levels.

The first reading was held on April 21, 2021

Action Requested:

Approve Ordinance 2021-06

Financial Impact:

Minor cost associated with advertisement and enforcement.

Attachments:

1. Ordinance No. 2021-06
2. Florida Statute 373.246
3. Florida Administrative Code 40E-21 Water Shortage Plan
4. Presentation

1 **NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE COUNCIL OF THE**
2 **VILLAGE OF ESTERO, FLORIDA:**

3
4
5 **Section 1.** **Recitals.**

6
7 Each and all of the foregoing recitals are hereby incorporated into this Ordinance as if
8 specifically set forth herein.

9
10 **Section 2.** **Purpose.**

11
12 It is the intent and purpose of this Ordinance to protect the water resources of the Village
13 of Estero from the harmful effects of overutilization during periods of water shortage by assisting
14 the District in the implementation of its water shortage plan, or issued water shortage orders, under
15 Chapter 40E-21, F.A.C.

16
17 **Section 3.** **Definitions.**

18
19 For the purpose of this Ordinance, the following terms, phrases, words, and their
20 derivatives shall have the meaning listed below. When not inconsistent with the context, words
21 used in the present tense include the future, words in the plural include the singular, and words in
22 the singular include the plural. The word "shall" is always mandatory and not merely directory.

23
24 (1) “District” means the South Florida Water Management District, a government
25 entity created under Chapter 373, Florida Statutes.

26
27 (2) “Law Enforcement Officials” means designated code inspectors and code
28 enforcement officers of the Village.

29
30 (3) “User” means any person, individual, firm, association, organization, partnership,
31 business trust, corporation, company, agent, employee or other legal entity whether natural or
32 artificial, the United States of America, and the State and all political subdivisions, regions,
33 districts, municipalities, and public agencies thereof, which directly or indirectly takes water from
34 the water resource, including uses from private or public utility systems, uses under water use
35 permits issued pursuant to Chapter 40E-2, F.A.C., or uses from individual wells or pumps.

36
37 (4) “Water Resource” means any and all water on or beneath the surface of the ground,
38 including natural or artificial water courses, lakes, ponds, or diffused surface water, and water
39 percolating, standing, or flowing beneath the surface of the ground.

40
41 (5) “Water Shortage” means when the District determines there is the possibility that
42 insufficient water will be available to meet the present and anticipated needs of the users, or when
43 conditions are such as to require temporary reduction in total use within a particular area to protect
44 water resources from serious harm.

45
46 (6) “Water Shortage Emergency” means when the District has determined that the

1 provisions listed in Part II of Chapter 40E-21, F.A.C., are not sufficient to protect the public health,
2 safety, or welfare, the health of animals, fish, or aquatic life, a public water supply, or commercial,
3 industrial, agricultural, recreational, or other reasonable beneficial uses.

4
5 **Section 4. Applicability.**

6
7 The provisions of this Ordinance shall apply to each user, as defined in Section 3. (3), using
8 the water resource, as defined in Section 3. (4), within the geographical areas subject to the water
9 shortage condition or water shortage emergency, as defined in Section 3. (6), as determined by the
10 District, whether from publicly or privately-owned water utility systems, private wells, or private
11 connections with surface water bodies. This Section shall not apply to users using reclaimed water
12 or saltwater.

13
14 **Section 5. Declaration of Water Shortage or Water Shortage Emergency.**

15
16 (1) A declaration of a water shortage condition and/or water shortage emergency in
17 accordance with Part II of Chapter 40E-21, F.A.C., within all or parts of the Village by the
18 District's Governing Board or Executive Director, shall invoke the provisions of this Ordinance.

19 (2) A water shortage, as defined in Section 3 (5), or water shortage emergency order
20 shall supersede mandatory year-round water irrigation measures until the more restrictive measure
21 is rescinded by the District.

22 (3) Upon the District issuing a water shortage order, all water use restrictions or other
23 measures adopted by the District applicable to the Village, or any portion thereof, shall be subject
24 to enforcement action by the Village officials pursuant to Section 7 of this Ordinance. Any
25 violation of Chapter 40E-21, F.A.C., or any order issued pursuant thereto, shall be a violation of
26 this Ordinance.

27
28 **Section 6. Variances.**

29
30 The Village shall recognize all variances issued by the District pursuant to Rule 40E-
31 21.275, F.A.C.

32
33 **Section 7. Enforcement.**

34
35 The Village authorizes law enforcement officials having jurisdiction within the Village to
36 enforce the provisions of this Ordinance. In addition, the Village may delegate this Ordinance's
37 enforcement responsibility to other agencies and departments within the Village government or
38 other governmental entities through interlocal agreement.

39
40 **Section 8. Penalties.**

41
42 Violations of any provision of this Ordinance may be punished pursuant to Chapter 162,
43 Florida Statutes, however the Village may also take any other appropriate legal action, including
44 but not limited to injunctive action to enforce the provisions of this Ordinance.

1
2 **Section 9. Codification.**
3

4 The Village Council intends that this Ordinance be made part of the Code of the Laws and
5 Ordinances, of the Village of Estero, Florida; and that the sections of this Ordinance can be
6 renumbered or re-lettered to the appropriate word or phrase to accomplish codification, and
7 regardless of whether this Ordinance is ever codified, the Ordinance can be renumbered or re-
8 lettered and typographical errors and clarification of ambiguous wording that do not affect the
9 intent can be corrected with the authorization of the Village Manager without the need for a public
10 hearing.

11
12 **Section 10. Conflict.**
13

14 All ordinances, resolutions, official determinations or parts thereof previously adopted or
15 entered by the Village or any of its officials and in conflict with this Ordinance are hereby repealed
16 to the extent inconsistent herewith.

17
18 **Section 11. Severability.**
19

20 In the event that any portion of this ordinance is for any reason held invalid or
21 unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate,
22 distinct and independent provision, and such holding shall not affect the validity of the remaining
23 portions of this ordinance.

24
25 **Section 12. Effective Date.**
26

27 This Ordinance shall take effect immediately upon adoption.

28
29 **PASSED** on first reading this 21st day of April 2021.

30
31 **PASSED AND ADOPTED BY THE VILLAGE COUNCIL** of the Village of Estero,
32 Florida this ____ day of _____, 2021.

33
34 Attest:

VILLAGE OF ESTERO, FLORIDA

35
36
37 By: _____
38 Carol Sacco, Village Clerk

By: _____
Katy Errington, Mayor

39
40
41
42
43 Reviewed for legal sufficiency:

44
45
46 By: _____

1 Burt Saunders, Esq., Village Attorney

2

3

4

5

6

7 Vote: AYE NAY

8 Mayor Errington _____

9 Vice Mayor McLain _____

10 Councilmember Ribble _____

11 Councilmember Boesch _____

12 Councilmember Fiesel _____

13 Councilmember Ward _____

14 Councilmember Wilson _____

15

Select Year:

[View Entire Chapter](#)

373.246 Declaration of water shortage or emergency.—

(1) The governing board or the department by regulation shall formulate a plan for implementation during periods of water shortage. As a part of this plan the governing board or the department shall adopt a reasonable system of water-use classification according to source of water supply; method of extraction, withdrawal, or diversion; or use of water or a combination thereof. The plan may include provisions for variances and alternative measures to prevent undue hardship and ensure equitable distribution of water resources.

(2) The governing board or the department by order may declare that a water shortage exists for a source or sources within all or part of the district when insufficient water is or will be available to meet the present and anticipated requirements of the users or when conditions are such as to require temporary reduction in total use within the area to protect water resources from serious harm. Such orders will be final agency action.

(3) In accordance with the plan adopted under subsection (1), the governing board or the department may impose such restrictions on one or more classes of water uses as may be necessary to protect the water resources of the area from serious harm and to restore them to their previous condition.

(4) A declaration of water shortage and any measures adopted pursuant thereto may be rescinded by the governing board or the department.

(5) When a water shortage is declared, the governing board or the department shall cause notice thereof to be published in a prominent place within a newspaper of general circulation throughout the area. Publication of such notice will serve as notice to all users in the area of the condition of water shortage.

(6) The governing board or the department shall notify each permittee in the district by electronic mail or regular mail of any change in the condition of his or her permit or any suspension of his or her permit or of any other restriction on the permittee's use of water for the duration of the water shortage.

(7) If an emergency condition exists due to a water shortage within any area of the district, and if the department, or the executive director of the district with the concurrence of the governing board, finds that the exercise of powers under subsection (1) is not sufficient to protect the public health, safety, or welfare; the health of animals, fish, or aquatic life; a public water supply; or recreational, commercial, industrial, agricultural, or other reasonable uses, it or he or she may, pursuant to the provisions of s. [373.119](#), issue emergency orders reciting the existence of such an emergency and requiring that such action, including, but not limited to, apportioning, rotating, limiting, or prohibiting

the use of the water resources of the district, be taken as the department or the executive director deems necessary to meet the emergency.

(8) An affected party to whom an emergency order is directed under subsection (7) shall comply immediately, but may challenge such an order in the manner set forth in s. [373.119](#).

History.—s. 10, part II, ch. 72-299; s. 14, ch. 78-95; s. 11, ch. 82-101; s. 10, ch. 84-341; s. 601, ch. 95-148; s. 168, ch. 99-13; s. 11, ch. 2013-92.

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Rules of the South Florida Water Management District

**WATER SHORTAGE PLAN
CHAPTER 40E-21, F.A.C.**



Effective November 19, 2007

CHAPTER 40E-21 WATER SHORTAGE PLAN

- 40E-21.011 Policy and Purpose
- 40E-21.031 Elements of the Plan
- 40E-21.051 Definitions
- 40E-21.132 Water Use Restrictions
- 40E-21.221 Evaluating Water Conditions
- 40E-21.231 Declaring a Water Shortage
- 40E-21.251 Water Shortage Phases
- 40E-21.271 General Water Use Restrictions
- 40E-21.275 Variances
- 40E-21.291 Implementing a Water Shortage Declaration
- 40E-21.331 Declaring a Water Shortage Emergency
- 40E-21.371 Water Use Restrictions in a Water Shortage Emergency
- 40E-21.391 Implementing a Water Shortage Emergency Declaration
- 40E-21.401 Monitoring
- 40E-21.421 Enforcement
- 40E-21.501 Specific Restrictions
- 40E-21.521 Phase I Moderate Water Shortage
- 40E-21.531 Phase II Severe Water Shortage
- 40E-21.541 Phase III Extreme Water Shortage
- 40E-21.551 Phase IV Critical Water Shortage
- 40E-21.611 Classification System
- 40E-21.631 Source Classes
- 40E-21.651 Use Classes
- 40E-21.671 Method of Withdrawal Classes
- 40E-21.691 Surface Water Use Basin Descriptions

40E-21.011 Policy and Purpose.

(1) The rules in this chapter comprise the District's water shortage plan required under subsection 373.246(1), Florida Statutes. The purposes of the plan are to protect the water resources of the District from harm; to assure equitable distribution of available water resources among all water users during times of shortage, consistent with the goals of minimizing adverse economic, social and health related impacts; to provide advance knowledge of the means by which water apportionments and reductions will be made during times of shortage, and to promote greater security for water use permittees.

(2) These rules apply to all water users including those exempt from permitting pursuant to Rule 40E-2.051, F.A.C. However, these rules shall not apply to users whose source of water is limited solely to treated effluent or seawater. Thus, for each regulated source and type of use it is the policy of the District to restrict water users uniformly, regardless of whether the user uses water from a public or private utility system, pursuant to a consumptive use permit issued under Chapter 40E-2, F.A.C., or from a private well for domestic or individual home use.

Specific Authority 373.044, 373.113 FS. Law Implemented 373.175, 373.246 FS. History—New 5-31-82.

40E-21.031 Elements of the Plan.

The water shortage plan consists of the following elements:

(1) Part I. General – Part I provides the general goals and objectives of the District in developing and adopting the water shortage plan. The various elements of the plan are described, and definitions for key terms used in the plan are provided.

(2) Part II. Declaring and Implementing a Water Shortage – Part II describes the procedures the District will utilize in declaring a water shortage. Provisions are made for comparing estimated present and anticipated water supplies with estimated present and anticipated user needs. The impact on the water resource if demands are met from available supplies is also evaluated. In addition, a method for expressing the severity of a water shortage in terms of four water shortage phases is provided. General user restrictions are established. Finally, procedures for implementing the water shortage declaration are provided.

(3) Part III. Emergency Provisions – Normally, the provisions of Part II will be sufficient to protect users within use classes during times of water shortage. At times, however, due to the peculiar circumstances which apply to each individual user, the class restrictions imposed in Part III may be inadequate to sufficiently protect individual users. In those situations, the Executive Director with the concurrence of the Board may declare a water shortage emergency and impose restrictions on individual users. Part III establishes the procedures for declaring and implementing a water shortage emergency. In addition, provisions are made for establishing water use restrictions, including implementation of the restrictions described in parts II and V.

(4) Part IV. Monitoring and Enforcement – This part describes how the District, in conjunction with local law enforcement officials, will enforce the provisions of a declared water shortage or water shortage emergency. The District's enforcement jurisdiction is described and enforcement procedures are generally outlined. Penalties for violations of the water shortage plan and any order issued pursuant to it are provided. In addition, the District's policy of seeking the cooperation and assistance of local government officials and of assisting such officials in the enforcement of the water shortage plan is generally described. The District's overall program of monitoring surface and ground waters, climatic conditions and water demand during a shortage is generally described. In addition a monitoring program is established to determine the impact of a water shortage on the water resources of the District and the effectiveness of a declaration of water shortage or water shortage emergency.

(5) Part V. Specific Restrictions – Part V establishes specific water use restrictions for each water shortage phase and water use class. These restrictions are in addition to the general restrictions authorized in parts II and III. Water users may refer to this part for specific information concerning the restrictions which apply to them during any phase of a water shortage.

(6) Part VI. The Classification System – Part VI classifies each user according to the source of water supply, method of withdrawal and type of water use. The classification system is utilized in conjunction with Parts II, III and V to determine the water use restrictions with which the users of a particular source must comply. This part is published separately as an appendix.

Specific Authority 373.044, 373.113 FS. Law Implemented 373.175, 373.246 FS.

History--New 5-31-82.

40E-21.051 Definitions.

The terms set forth herein shall have the meanings ascribed to them, unless the context clearly indicates otherwise, and such meanings shall apply throughout the rules contained in this chapter. The definitions set forth in Rule 40E-8.021, F.A.C., shall be incorporated by reference into this rule.

(1) "Water shortage" means that situation within all or part of the District when insufficient water is available to meet the present and anticipated needs of the users, or when conditions are such as to require temporary reduction in total use within a particular area to protect water resources from serious harm. A water shortage usually occurs due to drought.

(2) "Water shortage emergency" means that situation when the powers which can be exercised under part II of Chapter 40E-21, F.A.C., are not sufficient to protect the public health, safety, or welfare, or the health of animals, fish or aquatic life, or a public water supply, or commercial, industrial, agricultural, recreational or other reasonable uses.

(3) "User" means any person, natural or artificial, individual, firm, association, organization, partnership, business trust, corporation, company, agent, employee or other legal entity, the United States of America, and the State and all political subdivisions, regions, districts, municipalities, and public agencies thereof, which directly or indirectly takes water from the water resource, including but not limited to uses from private or public utility systems, uses under consumptive use permits issued pursuant to Chapter 40E-2, F.A.C., or uses from individual wells or pumps for domestic or individual home use. The term does not include persons who use treated effluent or seawater.

(4) "Water resource" means any and all water on or beneath the surface of the ground, including natural or artificial water courses, lakes, ponds, or diffused surface water and water percolating, standing, or flowing beneath the surface of the ground.

(5) "Source class" means the assigned water resource from which a user is obtaining water either directly or indirectly. Source classes within the District are specified in Rule 40E-21.631, F.A.C.

(6) "Use class" means the category describing the purpose for which the user is utilizing water. Use classes within the District are specified in Rule 40E-21.651, F.A.C.

(7) "Method of withdrawal class" means the type of facility or means of extraction or diversion of the water resource employed by the user. Method of withdrawal classes within the District are specified in Rule 40E-21.671, F.A.C.

(8) "Surface water use basin" means the geographical area within which a user obtains water from surface waters. Surface water use basins are a type of source class and are identified in subsection 40E-21.631(1), F.A.C.

(9) "Ground water source" means a source class within which users obtain water directly from water table aquifers or from confined or semi confined aquifers. Ground water sources are a type of source class and are identified in subsection 40E-21.631(2), F.A.C.

(10) "Percent reduction in overall demand" means the weighted average reduction in all water uses within a source class, regardless of the type of use or method of withdrawal, which is necessary to reduce estimated present and anticipated demand to estimated present and anticipated available water supply.

(11) "Plan" means the water shortage plan authorized in Section 373.246, Florida Statutes, and contained in this chapter.

(12) "Low-volume irrigation" means the use of equipment and devices specifically designed to allow the volume of water delivered to be limited to a level consistent with the water requirement of the plant being irrigated and to allow that water to be placed with a high degree of efficiency in the root zone of the plant. The term also includes water use in mist houses and similar establishments for plant propagation. Overhead irrigation and flood irrigation are not included.

(13) "Overhead irrigation" means the use of equipment and devices which deliver water under pressure, through the air, above the level of the plant being irrigated.

(14) "Flood irrigation" means the delivery of plant or crop irrigation water by the design and practice of the flowing of water over the surface to saturate the root zone or in specific applications the raising of the level of groundwater through the root zone or to the soil surface.

(15) "Low volume hand watering" means watering by one hose attended by one person, fitted with a self-canceling or automatic shutoff nozzle.

(16) "Low-volume mobile equipment washing" means the washing of mobile equipment with a "bucket" and "sponge" or a hose with a self-canceling or automatic shutoff nozzle or both.

(17) "Low-volume pressure cleaning" means pressure cleaning by means of equipment which is specifically designed to reduce the inflow volume as accepted by industry standards.

(18) "Nursery stock" means all plants, trees, shrubs, vines, bulbs, cuttings, grafts, scions, buds, flowering annual plants, aquatic plants, seeds, corns, or tubers, grown or kept for propagation, distribution or sale.

(19) "Mobile equipment" means any public, private or commercial automobile, truck, trailer, railroad car, camper, boat, or any other type of similar equipment. The term shall not include mobile homes, boats that serve as a primary residence, sanitation or sludge vehicles or food vending or transporting vehicles.

(20) "Even numbered address" means the house address, box number or rural route ending in the numbers 0, 2, 4, 6, 8 or the letters A-M. Post office box numbers are not included.

(21) "Odd numbered address" means the house address, box number or rural route ending in the numbers, 1, 3, 5, 7, 9 or the letters N-Z. Post office box numbers are not included.

(22) "Odd numbered days" means the days whose dates end in the numbers 1, 3, 5, 7, or 9. For purposes of this chapter the date shall be determined by the day during which a watering period ends.

(23) "Low-volume watering" means the use of equipment, devices, materials and/or methods, including low-volume hand watering, which limit the amount of water applied to a surface to the minimum necessary for dust control or evaporation suppression; use of equipment specifically designed to reduce flow and increase saturation efficiency to a level accepted under industry standards.

(24) "License" means, but is not limited to, the appropriate professional registration, occupational license, contractor license or applicator license for the jurisdiction in which work is being performed.

Specific Authority 373.044, 373.113 FS. Law Implemented 373.042, 373.0421, 373.175, 373.246 FS. History—New 5-31-82, Amended 1-26-86, 2-14-91, 9-10-01.

40E-21.132 Water Use Restrictions.

(1) The Water Shortage Plan in this section establishes the water use restrictions to be followed when the Board declares a water shortage within the Lake Istokpoga-Indian Prairie area. The restrictions are intended to insure that established minimum flows and levels within the area maintained and that the water resources within the area do not suffer serious harm.

(2) If the Board declares a water shortage pursuant to Rule 40E-21.231, F.A.C., or the Executive Director with the advice and concurrence of the Board declares a water shortage emergency pursuant to Rule 40E-21.331, F.A.C., within the Lake Istokpoga-Indian Prairie Area, then uses from the affected source classes, shall be restricted pursuant to Rule 40E-21.271 or Rule 40E-21.371, F.A.C., respectively.

Specific Authority 373.044, 373.113 FS. Law Implemented 373.119, 373.175, 373.246 FS. History—New 9-3-81, Amended 7-4-82, Formerly 16K-30.09.

40E-21.221 Evaluating Water Conditions.

(1) This rule sets forth the steps the District will take to periodically evaluate water conditions within the District in order to determine whether a water shortage should be declared.

(2) The District shall monitor the condition of the water resources in the District as provided in Rule 40E-21.401, F.A.C.

(3) Current data shall be compared to historical data to determine whether estimated present and anticipated available water supply within any source class will be insufficient to meet the estimated present and anticipated demands of the users from the source class, or whether serious harm to the water resources can be expected. It shall be the policy of the District to seek the cooperation and assistance of state, county and municipal government officials in developing the historic and technical data used to periodically evaluate water conditions.

(a) Present and anticipated available water supply shall be periodically estimated for each source class. Factors considered in estimating present and anticipated available supply within a source class may include:

1. Historic, current and anticipated levels in surface and ground waters, including potentiometric heads in confined and semiconfined aquifers,
2. Historic, current and anticipated flows in surface waters,
3. The extent to which water may be transferred from one source class to another,
4. The extent to which present water use restrictions may enhance future supplies, or postpone more stringent restrictions,
5. Historic, current and anticipated demand of natural systems, including losses due to evapotranspiration and seepage,
6. Historic, current and anticipated seasonal fluctuation in rainfall, and
7. Other water resources factors affecting present and anticipated available water supply.

(b) Present and anticipated user demands for each use and method of withdrawal class shall be periodically estimated for each source class. Factors considered in estimating the present and anticipated demands of the users within a source class may

include:

1. Estimated current and anticipated demands of permitted users,
2. Estimated current and anticipated demands of users exempt from permitting, but subject to the provisions of the water shortage plan,
3. Current and anticipated demands of users whose supply of water is established by federal law,
4. Anticipated seasonal fluctuations in user demands,
5. The extent to which user demands may be met from other source classes, and
6. Other factors affecting present and anticipated water demands.

(c) Estimated present and anticipated available water supply shall be periodically compared to estimated present and anticipated user demands to determine impact on the water resource. Factors that may be considered in determining whether serious harm to the water resource may occur include:

1. Potential for increased saltwater intrusion or other ground water contamination,
2. Potential for irreversible adverse impacts on fish and wildlife, and
3. Other factors adversely impacting the water resource.

(d) Evaluations under this rule shall consider established minimum flows and levels and associated rules regarding implementation of water shortage provisions contained in Chapters 40E-8 and 40E-22, F.A.C. Minimum flows and levels shall be implemented allowing for a shared adversity between consumptive uses and water resources, consistent with this chapter, and Chapters 40E-8 and 40E-22, F.A.C.

Specific Authority 373.044, 373.113 FS. Law Implemented 373.042, 373.0421, 373.175, 373.246 FS. History—New 5-31-82, Amended 1-26-86, 9-10-01.

40E-21.231 Declaring a Water Shortage.

(1) If in the opinion of the District there is a possibility that insufficient water will be available within a source class to meet the estimated present and anticipated user demands from that source, or to protect the water resource from serious harm, as determined by evaluating the factors in Rule 40E-21.221, F.A.C., the Board may declare a water shortage for the affected source class. When the affected source extends beyond the District's boundaries, the District shall coordinate water shortage declarations with the appropriate water management districts to the extent practicable.

(2) A water shortage may also be declared for those source classes not presently experiencing a water shortage if usage from such sources can reasonably be expected to impact the present and anticipated available water supply in those source classes identified in subsection (1).

(3) Prior to declaring a water shortage for a source class, the Board or the Executive Director may issue a water shortage warning calling for voluntary reductions in demand within that source.

(4) If a water shortage is declared for a source class, the District shall estimate the percent reduction in overall demand required to reduce demand to available water supply. The restricted area may include for enforcement purposes, all or part of a county, municipality, surface water basin or utility service area which impacts a source class for which a water shortage is declared.

Specific Authority 373.044, 373.113 FS. Law Implemented 373.042, 373.0421, 373.175, 373.246 FS. History—New 5-31-82, Amended 1-26-86, 9-10-01.

40E-21.251 Water Shortage Phases.

(1) This rule establishes four phases of water shortage as a function of the estimated percent reduction in overall demand required to reduce estimated present and anticipated demand to estimated present and anticipated available water supply. The water shortage phase determines the type of water use restrictions which will be ordered in a declared water shortage.

(2) The following water shortage phases are established:

Water Shortage Phase	Color Code	% reduction in overall demand
I. Moderate Water Shortage	Yellow	less than 15%
II. Severe Water Shortage	Orange	less than 30%
III. Extreme Water Shortage	Red	less than 45%
IV. Critical Water Shortage	Purple	less than 60%

(3) Each source class for which a water shortage has been declared shall be assigned a specific water shortage phase. More than one source class may be combined into a single class for this purpose. The water shortage phase selected for a source class may be based upon:

(a) The estimated percent reduction in overall demand as determined in subsection 40E-21.231(4), F.A.C., and

(b) For areas with multiple sources, the extent to which users have the capability to obtain water from a source or sources other than the source class for which a water shortage has been declared.

Specific Authority 373.044, 373.113 FS. Law Implemented 373.175, 373.246 FS. History—New 5-31-82.

40E-21.271 General Water Use Restrictions.

(1) This rule specifies general water use restrictions for all users for each water shortage phase. Specific restrictions by user class are presented in part V of this chapter. Users desiring detailed information about the specific restrictions applying to their use should refer to part V.

(2) The Board may order the water use restrictions specified in part V for the appropriate water shortage phase for each affected source class. The restricted area may include for enforcement purposes, all or part of a county, municipality, surface water basin or utility service area which impacts a source class for which a water shortage is declared. Further, the Board may order any combination in lieu of or in addition to the restrictions specified in part V of the restrictions described in subsection (3), by use or method of withdrawal class, within each source class, if necessary to achieve the percent reduction in overall demand.

(3) Additional restrictions which may be considered include:

(a) Provisions that recognize the right of water users in an area to make voluntary

agreements among themselves, with the concurrence of the Board or the Executive Director, providing for the mutual reduction, sharing, or rotation of use,

(b) Provisions for the distribution of water to permittees in exchange for ceasing or reducing ground or surface water withdrawals,

(c) Provisions for the metering and reporting of all water used, diverted, impounded, extracted or withdrawn,

(d) Provisions designed to implement minimum flows and levels through water shortage rules in this chapter, and Chapters 40E-8 and 40E-22, F.A.C.

(e) Provisions which recognize the extent to which users can satisfy water demands from sources for which a water shortage has not been declared,

(f) Provisions for monitoring water levels and determining chloride concentrations in order to protect against salt water intrusion or other deterioration of water quality including the closing and plugging of wells,

(g) Restrictions on the total amount of water that may be used, diverted, impounded, extracted, or withdrawn during any day, month, or year,

(h) Restrictions on the timing of use, diversion, impoundment, extraction, or withdrawal of water,

(i) Restrictions on pumping rates or diversion rates, or

(j) Such other provisions or restrictions as are necessary to protect the water resources from serious harm.

Specific Authority 373.044, 373.113 FS. Law Implemented 373.042, 373.0421, 373.175, 373.246 FS. History—New 5-31-82, Amended 1-26-86, 9-10-01.

40E-21.275 Variances.

(1) All users requesting relief from the provisions of this rule chapter shall file an application for variance but must conform to water use restrictions until the Executive Director grants a temporary variance or the Board grants the variance.

(2) Criteria for Issuance – No application for variance shall be granted unless the applicant provides reasonable assurances that the variance will not otherwise be harmful to the water resources of the District and affirmatively demonstrates that one or more of the following circumstances exists:

(a) The variance is essential to protect health or safety, or

(b) Compliance with the particular rule or order from which a variance is sought will require measures which, because of their extent or cost, cannot be accomplished within the anticipated duration of the shortage, or

(c) Alternative restrictions which achieve the same level of demand reduction as the restrictions from which a variance is sought are available and are binding and enforceable, or

(d) The applicant is a public or private utility that demonstrates that special circumstances exist which necessitate the issuance of a variance, or

(e) The applicant's source of water includes an approved aquifer storage and recovery installation or a water reclamation project.

(3) Limiting Conditions – Variances granted shall be subject to the following conditions:

(a) The variance granted shall be the minimum necessary to alleviate the circumstance for which the variance was requested under subsection (2).

(b) All variances shall expire upon a declaration by the Board that a water shortage no longer exists or when a more restrictive water shortage declaration is made, unless the Board specifies that the variance shall be in effect for a longer period of time, provided however that variance conditions which require the applicant to modify water use facilities shall remain in full force and effect until such modifications have been completed. However, when a new application for variance is filed within seven working days of the effective date of a more restrictive water shortage declaration, the existing variance shall remain in effect until final agency action on the application.

(c) Variances granted under paragraph (2)(b) may prescribe a timetable for compliance with the restrictions from which a variance was sought.

(4) Applications for Variance – The application shall contain the following:

(a) The applicant's name, address, telephone number and location of the property for which relief is requested.

(b) The specific rule, order, water shortage phase or restriction from which the applicant is requesting relief,

(c) A detailed statement of the facts which the applicant believes demonstrate that the request qualifies for a variance under subsection (2), including reports by qualified technical experts,

(d) A description of the relief desired,

(e) The period of time for which the variance is sought, including the reasons and facts in support thereof,

(f) The damage or harm resulting or which may result to the applicant from compliance with the rule or order,

(g) If the variance is sought under paragraph (2)(b), information identifying the restrictions which currently can be met, a description of the measures which would be necessary to meet all restrictions and the date when these measures could be completed,

(h) If the applicant is the owner or operator of a golf course whose need for a variance arises from the operational inability of its irrigation system or works to meet the front nine-back nine requirement in Chapter 40E-21, Part V, F.A.C., the applicant shall submit a map showing the proposed alternative division of the course in-half and an explanation of the applicant's proposed irrigation scheme,

(i) For applications for variance from restrictions on irrigation, a general description of the irrigation system, including pump or water system output and irrigated area, and

(j) Any other information, the applicant believes is material.

(5) Procedures

(a) Within ten working days after receipt of a complete application for variance, which contains the information listed in subsection 40E-21.275(4), F.A.C., the staff shall recommend to the Executive Director whether the application complies with the provisions of subsections (2) through (4). The recommendation shall be in writing and shall constitute proposed agency action. The District shall set forth in writing the grounds or basis for denial of the variance and inform the applicant of the right to a hearing on the denial of the application by filing a petition. A copy of the recommendation shall be forwarded to the applicant. Any petition for hearing on an application for variance shall be considered a petition for informal proceedings in accordance with subsection 40E-1.571(2), F.A.C.

(b) The Executive Director or his designee shall review the application and the staff recommendation. Applications which do not require immediate action or which do not comply with the provisions of subsections (2) through (4) may be deferred for Board action. Applications which require immediate action and which comply with the provisions of subsections (2) through (4) may be temporarily granted by the Executive Director or his designee. Temporary variances granted by the Executive Director or his designee shall be presented to the Board for concurrence, rejection or modification.

(c) The Board shall consider all deferred applications as well as those temporarily granted by the Executive Director or his designee, at its next regularly scheduled meeting. The Board may grant, or deny the deferred applications and may concur in, reject or modify those variances temporarily granted by the Executive Director or his designee. All Board action denying applications for variances shall be by written order and copies shall be furnished to the applicant and the appropriate law enforcement officials. An applicant whose variance has been granted shall be furnished an appropriate notice of water shortage variance and any attachments which shall be prominently displayed at the applicant's place of use.

(d) The Board may revoke or modify a variance when it determines that the continued utilization of the variance is inconsistent with the objectives of the District.

(6) The variance under this rule is provided in addition to the variance and waiver procedures set forth in Chapter 28-104, F.A.C., which implements Section 120.542, F.S.

Specific Authority 373.044, 373.113 FS. Law Implemented 373.175, 373.246 FS. History—New 5-31-82, Amended 1-26-86, 2-14-91, 7-2-98, 6-12-00.

40E-21.291 Implementing a Water Shortage Declaration.

(1) When a water shortage is declared, or if already declared if more severe restrictions are imposed, the District will publish notice of the declaration or restrictions at least once in newspapers of general circulation in the areas affected. In addition the District shall make every effort to inform the general public of the restrictions in effect and the sources of supply which are affected. Particular attention shall be given to presenting this information in a form which is easily understood and applied by the citizens of the affected areas.

(2) The District shall notify each affected permittee within the affected source class of any change in the condition of his permit, any suspension of his permit, or any other restriction on his use of water. Notice shall be by regular mail.

(3) The District shall notify local elected officials of any water shortage declaration. Notice shall be by the best practicable means under the circumstances. In addition local law enforcement officials shall be notified as soon as possible of any water shortage declaration or change of restrictions affecting their areas of responsibility. Any special materials necessary for enforcement of the order shall be furnished to local law enforcement officials by the best practicable means under the circumstances.

(4) A declaration of water shortage and any provision or restriction adopted pursuant thereto under the water shortage plan may be modified or rescinded by the Board.

(5) A declaration of water shortage and any provision or restriction adopted pursuant thereto under the water shortage plan may be modified or rescinded by the Executive Director if all of the following circumstances are present:

(a) The Board previously issued a declaration of water shortage which remains in

effect,

(b) The order rendering the Board's declaration of water shortage specifically delegates to the Executive Director the authority to modify or rescind the existing water shortage restrictions, and

(c) The District's monitoring of water conditions and plan implementation reasonably demonstrates that a modification or rescission of the Board's declaration of water shortage is warranted and necessary.

(6) All decisions of the Executive Director made pursuant to this subsection shall be by order and subject to ratification by the Board at the next scheduled Board meeting.

(7) An order declaring a water shortage or imposing more severe restrictions shall become effective on the day after any notice required in subsection (1) is published. An order declaring a water shortage shall remain in effect until modified or rescinded by the Board or the Executive Director.

Specific Authority 373.044, 373.113 FS. Law Implemented 373.119, 373.175, 373.246 FS. History—New 5-31-82, Amended 1-26-86.

40E-21.331 Declaring a Water Shortage Emergency.

(1) This rule sets forth the steps the District will take to evaluate water conditions within the District in order to determine whether a water shortage emergency exists. A water shortage emergency can occur under two situations; first when specific users rather than classes of users must be restricted, and second when the emergency occurs so abruptly that immediate action is needed to restrict classes of users.

(2) The District shall monitor the condition of the water resources of the District and the needs of the users as provided in Rule 40E-21.401, F.A.C.

(3) Current data shall be evaluated to determine whether any user's or classes of users' estimated present and anticipated available water supply will be insufficient to protect the public health, safety or welfare, or the health of animals, fish or aquatic life, a public water supply, or commercial, industrial, agricultural, recreational, or other reasonable-beneficial use.

(a) The present and anticipated water supply available to the user or classes of users shall be estimated. Factors that may be considered include:

1. Those factors listed in paragraph 40E-21.221(3)(a), F.A.C.,
2. The ability of the user or classes of users to obtain water from other users,
3. The ability of the user or classes of users to obtain water from another source class, and
4. Other factors affecting the present and anticipated available water supply of a user or classes of users.

(b) The potential for adverse impacts on the public health, safety or welfare, or the health of animals, fish or aquatic life, or a public water supply, or commercial, industrial, agricultural, recreational, or other reasonable-beneficial use shall be evaluated. Factors that may be considered include:

1. Those factors listed in paragraphs 40E-21.221(3)(b) and (c), F.A.C.,
2. The extent to which adverse impacts can be reduced by imposing additional restrictions on other users from the same source class,
3. The extent to which restricting other users from the same source class will create other adverse impacts,

4. If the user(s) affected is or includes a local governmental unit, the recommendation of its board of elected officials, and

5. Other factors relating to public health, safety and welfare.

(4) The executive director may declare a water shortage emergency with the advice and concurrence of the Board:

(a) If, in the opinion of the District, the provisions of part II are not sufficient to protect the public health, safety, or welfare, the health of animals, fish or aquatic life, a public water supply, or commercial, industrial, agricultural, recreational, or other reasonable-beneficial uses,

(b) If water restrictions must be immediately imposed on a class or classes of users due to a rapid decline of water availability and there is insufficient time to convene the Board. In order to declare a water shortage emergency under this subsection, the decline must have occurred in such a manner that the monitoring and evaluation of the water resources under Rule 40E-21.221, F.A.C., could not reasonably have predicted the emergency.

(5) If a water shortage emergency is declared for a user, the District shall estimate the percent reduction in user demand required to alleviate the emergency.

(6) If a water shortage emergency is declared for a class or classes of users, the executive director shall define the restrictions needed to alleviate the emergency including those set forth in Rules 40E-21.231 and 40E-21.251, F.A.C.

(7) Water shortage emergencies declared under this rule must be ratified by the board at its next available meeting.

(8) Local governmental units are requested to immediately report any resource-related water supply problems detected or experienced by their community to the District.

Specific Authority 373.044, 373.113 FS. Law Implemented 373.119, 373.175, 373.246 FS. History—New 5-31-82, Amended 12-16-84, 1-26-86.

40E-21.371 Water Use Restrictions in a Water Shortage Emergency.

(1) This rule specifies water use restrictions for a user subject to an order declaring a water shortage emergency. More than one user may be included in a single order for purposes of establishing water use restrictions pursuant to this rule.

(2) The Executive Director, with the advice and concurrence of the Board, may order water use restrictions for any user experiencing a water shortage emergency, consistent with any water shortage restriction specified in Part V, regardless of the water shortage phase applicable to the remaining users within the source class. Further, the Executive Director, with the advice and concurrence of the Board, may order any additional combination of restrictions necessary to achieve the percent reduction in user demand.

(3) Additional restrictions which may be considered include those listed in subsection 40E-21.271(3), F.A.C.

Specific Authority 373.044, 373.113 FS. Law Implemented 373.119, 373.175, 373.246 FS. History—New 5-31-82.

40E-21.391 Implementing a Water Shortage Emergency Declaration.

(1) When a water shortage emergency is declared, or if already declared if more severe restrictions are imposed, the District will publish notice of the declaration or

restrictions at least once in newspapers of general circulation in the areas affected. In addition the District shall make every effort to inform the general public of the restrictions in effect and the sources of supply which are affected. Particular attention shall be given to presenting this information in a form which is easily understood and applied by the citizens of the affected areas.

(2) The Executive Director shall notify each affected user of any change in the condition of his use, any suspension of his use, or any other restriction on his use by any means reasonable under the circumstances. When the Board concurs in and ratifies the Executive Director's action, affected permittees shall be notified as provided in subsection 40E-21.291(2), F.A.C.

(3) The District shall notify local elected officials of any water shortage emergency declaration. Notice shall be by the best practicable means under the circumstances. In addition local law enforcement officials shall be notified as soon as possible of any water shortage emergency declaration or change of restrictions affecting their areas of responsibility. Any special materials necessary for enforcement of the order shall be furnished to local law enforcement officials by the best practicable means under the circumstances.

(4) The declaration of a water shortage emergency and any measures adopted pursuant thereto may be modified or rescinded by the Executive Director with the advice and concurrence of the Board or by order of the Board.

(5) An order declaring a water shortage emergency and any measures adopted pursuant thereto shall become effective upon issuance, unless otherwise specified in the order. An order declaring a water shortage emergency and any measures adopted pursuant thereto shall remain in effect until modified or rescinded pursuant to subsection (4).

Specific Authority 373.044, 373.113 FS. Law Implemented 373.119, 373.175, 373.246 FS. History—New 5-31-82.

40E-21.401 Monitoring.

(1) This rule generally describes the data collection and analysis the District may undertake in anticipation of and during a declared water shortage or water shortage emergency. Monitoring data may be used to determine:

- (a) Whether a water shortage or water shortage emergency should be declared,
- (b) Whether the restrictions in effect are sufficient to protect the water resources and users within the affected area, in light of existing and anticipated climatological conditions, and
- (c) Whether the restrictions in effect are being adequately enforced.

(2) Data may be obtained from any source available, including but not limited to:

- (a) The District,
- (b) Other water management districts,
- (c) Permittees who are required to submit data as a condition of their permit,
- (d) Any local, state or federal agency, and
- (e) Any other source available.

(3) Resource Monitoring – When appropriate the District shall collect and analyze data concerning any aspect of the water resource. Data which may be collected include but are not limited to:

- (a) Levels in surface and ground waters, including potentiometric heads in confined and semiconfined aquifers,
 - (b) Water quality in surface and ground waters,
 - (c) Flows in surface waters,
 - (d) Transfers of water from one source class to another,
 - (e) Demand of natural systems, including but not limited to losses due to evapotranspiration and seepage,
 - (f) Rainfall,
 - (g) Impacts on fish and wildlife, and
 - (h) Other data required to evaluate the status of the water resources of the District.
- (4) Demand Monitoring – When appropriate the District shall collect and analyze data concerning any aspect of user demand upon the water resources. Data which may be collected include but are not limited to:
- (a) Demands of permitted users,
 - (b) Demands of users exempt from permitting, but subject to the provisions of the water shortage plan,
 - (c) Demands of users whose supply of water is established by federal law, and
 - (d) Other data required to evaluate demands on the water resources of the District.
- (5) When appropriate, the District may prepare a drought management report summarizing the data gathered pursuant to this rule.

Specific Authority 373.044, 373.113 FS. Law Implemented 373.026, 373.103, 373.175, 373.246 FS. History–New 5-31-82.

40E-21.421 Enforcement.

(1) It shall be the policy of the District to seek the cooperation and assistance of state, county and municipal governmental officials, law enforcement officials, and police officers in the enforcement of the water shortage plan or any water shortage order issued pursuant thereto.

Counties and municipalities throughout the jurisdiction of the District are authorized and encouraged to adopt ordinances which provide for local enforcement of the provisions of this chapter, or any order adopted pursuant thereto. It shall be the policy of the District to encourage local law enforcement officials to provide violators of the water use restrictions with no more than one written warning during the initial phases of a water shortage or water shortage emergency.

(2) In enforcing the provisions of any water shortage order issued pursuant to this chapter, the District may utilize any of the enforcement remedies available pursuant to Chapters 120 or 373, Florida Statutes, or Chapter 40E, F.A.C.

(3) Enforcement action may be initiated by the Executive Director or his designee pursuant to Section 373.603, Florida Statutes, against an individual violator or class of violators or all of the violators of a particular water shortage rule or order.

(4) The Executive Director or his designee may assign District personnel for the purpose of initiating enforcement action pursuant to Section 373.603, Florida Statutes, for the violation of any water shortage rule or order.

(5) In the event that a water shortage or water shortage emergency has been declared by the Board and the provisions of this chapter have been invoked, the Executive Director or his designee may thereafter take appropriate emergency action

pursuant to Sections 373.119, 373.175(4), 373.246(7) and 120.69, Florida Statutes, and Rule 40E-1.611, F.A.C., to enforce the provisions of this chapter or any order issued pursuant thereto, or alleviate any emergency conditions which might thereafter occur. Such action shall be subject to subsequent ratification by the Board at its next regular meeting.

(6) In the event a water user is in violation of the water shortage plan or any water shortage order issued pursuant thereto, it shall be presumed that the person present at the premises where such unauthorized use is occurring who has a possessory interest in those premises, is responsible therefor. In the event that no one is present at the premises while such unauthorized use is occurring, it shall be presumed that the owner of the premises is responsible for such use. These presumptions shall not affect the burden of proof of the District to present a prima facie case as to each violation, and shall be rebuttable by the presentation of evidence to indicate that another person was responsible for the unauthorized water use.

Specific Authority 373.044, 373.113 FS. Law Implemented 373.119, 373.175, 373.246, 373.603, 373.609 FS. History—New 5-31-82.

40E-21.501 Specific Restrictions.

(1) Upon declaration of a water shortage or water shortage emergency it shall be prohibited to use water in a manner inconsistent with the restrictions specified in this part and part II. It shall be the duty of each water user to stay informed as to the phase of water shortage and the applicable restrictions for that phase. Violation of the restrictions specified in this part and Part II shall be subject to enforcement action pursuant to Rule 40E-21.421, F.A.C.

(2) In addition to the restrictions specified in this part and part II, wasteful and unnecessary water use is prohibited regardless of the phase of water shortage. Such wasteful and unnecessary water use shall include, but not be limited to:

(a) Allowing water to be dispersed without any practical purpose to the water user, regardless of the type of water use.

(b) Allowing water to be dispersed in a grossly inefficient manner, regardless of the type of water use.

(c) Allowing water to be dispersed to accomplish a purpose for which water use is unnecessary or which can be readily accomplished through alternative methods without water use.

(3) Within each rule, use classes are grouped in the same sequence as in Rule 40E-21.651, F.A.C.

Specific Authority 373.044, 373.113 FS. Law Implemented 373.175, 373.246 FS. History—New 5-31-82, Amended 2-14-91.

40E-21.521 Phase I Moderate Water Shortage.

The following restrictions shall apply when a Phase I water shortage is declared by the District.

(1) Essential/Domestic/Utility/Commercial.

(a) Essential Use:

1. The use of water for firefighting, safety, sanitation, health and medical purposes and other essential uses shall not be restricted.

2. Fire hydrant flushing shall be undertaken only on an emergency basis.

3. Sanitary sewer line flushing and testing shall not be restricted except on a voluntary basis.

(b) Domestic Type Use:

1. Residential type domestic use shall be voluntarily reduced to achieve a per capita consumption of 60 gallons per person per day.

2. Domestic type use in industrial and commercial establishments shall be voluntarily reduced.

(c) Water Utility Use:

1. Initial pressure at the point of use (meter) shall be voluntarily reduced to levels no greater than 45 pounds per square inch. Upon reduction of pressure, the utility shall notify the appropriate fire-fighting agencies and make arrangements for direct communication when additional pressure is required.

2. New water line flushing and disinfection shall be restricted to the hours of 7:00 p.m. to 7:00 a.m. seven days per week.

3. As may be appropriate the utility shall institute additional voluntary conservation measures such as reclaiming of backwash water, improving and accelerating leak detection surveys and repair programs, installing and calibrating meters, and stabilizing and equalizing system pressures.

(d) Power Production Use. Water used for power production shall be voluntarily reduced.

(e) Commercial and Industrial Process Use:

1. Commercial car washes shall be restricted as follows:

a. For washes servicing passenger vehicles and mobile equipment weighing less than 10,000 pounds,

i. Use in excess of 75 gallons per wash shall be prohibited and

ii. Use equal to or less than 75 gallons per wash shall be voluntarily reduced;

b. For washes servicing mobile equipment weighing 10,000 pounds or more,

i. Use in excess of 150 gallons per wash shall be prohibited and

ii. Use equal to or less than 150 gallons per wash shall be voluntarily reduced.

2. Water used for commercial and industrial processes shall be voluntarily reduced.

3. Water use for cleaning, adjusting and repair of irrigation systems by a licensed person or entity shall be restricted as follows:

a. Projects one irrigated acre or greater in size shall be limited to one hour per acre per week,

b. Projects less than one irrigated acre in size shall be limited to 10 minutes per zone per week.

4. Water use for pesticide application under the supervision of a licensed pest control operator shall be voluntarily reduced. Under the provisions of this subparagraph, the applicator must be on the premises when water is applied outside of the hours allowed for irrigation.

5. Water use for well development under the supervision of a licensed well contractor shall be voluntarily reduced.

6. Water use for mobile equipment washing by a licensed person or entity shall be voluntarily reduced.

(f) Diversion and Impoundment into Non-District Facilities. Water used for diversion and impoundment into non-District facilities shall be voluntarily reduced; however, the diversion of surface water from sources in the Lake Okeechobee Region as depicted on Figure 21-4 and described in subsection 40E-21.691(3), F.A.C., shall be subject to the restrictions described in subparagraph (2)(a)6., below.

(2) Agriculture.

(a) Agricultural Use:

1. Overhead irrigation shall be restricted to the hours of 2:00 p.m. to 10:00 a.m.
2. Low volume irrigation hours shall not be restricted.
3. All irrigation systems shall be operated in a manner that will maximize the percentage of water withdrawn and held which is placed in the root zone of the crop and will minimize the amount of water which is withdrawn and released or lost to the user but is not immediately available for other users.
4. Users having access to more than one source class shall maximize the use of the lesser or least restricted source class.
5. Overhead irrigation for field grown citrus nursery stock moisture stress reduction shall be allowed daily for 10 minutes per irrigation zone from 11:30 a.m. to 12:00 p.m. and from 1:30 p.m. to 2:00 p.m.
6. The District's allocation determination for agricultural irrigation within the entire Lake Okeechobee Region as depicted on Figure 21-4 will be based on 15% cutbacks to the calculated 1 in 10 supplemental crop demands calculated on a weekly basis. The entire Lake Okeechobee Region supplemental crop demands will be distributed among the sub-basins depicted in Figure 21-4 based on a grouping of crop types, irrigation methods (e.g. flood irrigated crops versus micro irrigated crops), the associated acreage totals as identified in the individual water use permits combined with the associated 1 in 10 evapotranspiration demands of the crops. An additional amount of water from Lake Okeechobee will be added to the weekly allocation as necessary to account for conveyance losses that occur through seepage and free surface evaporation from the Central and Southern Florida Flood Control System Project canals. The share of the entire Lake Okeechobee Region irrigation allocation available to each sub-basin may be further adjusted to prioritize water deliveries among crops, as long as the sum of the sub-basin allocations does not exceed the weekly allocation for the entire Lake Okeechobee Region and that equity among users and sub-basins is assured. Such adjustments shall be based upon irrigation efficiency, potential for economic loss, and acreage irrigated as opposed to non-irrigated acreage. Withdrawals by each permitted user within the Lake Okeechobee Region as described in subsection 40E-21.691(3), F.A.C., shall be limited to an amount that represents each user's share of their sub-basin weekly allocation based on their permitted crop type and irrigated acreage. The District shall provide the users with the data necessary to calculate their weekly allotment of water.

(b) Livestock Use. Livestock water use shall be voluntarily reduced.

(c) Aquacultural Use. Aquacultural water use shall be voluntarily reduced.

(d) Soil Flooding:

1. Soil flooding for vegetable seed planting, rice planting, burning of sugarcane prior to harvest and to permit harvesting of sod shall be voluntarily reduced.
2. Soil flooding for all other purposes shall be prohibited.

(e) Freeze Protection. Water use for freeze protection shall be restricted to situations in which official weather forecasting services predict temperatures likely to cause permanent damage to crops.

(3) Nursery/Urban Irrigation/Recreation.

(a) Nursery Use:

1. Low volume irrigation uses and low volume hand watering shall be voluntarily reduced.

2. Overhead irrigation uses shall be restricted as follows:

a. Inside – 8:00 a.m. to 8:00 p.m., seven days per week.

b. Outside – 7:00 p.m. to 7:00 a.m., seven days per week.

c. Overhead irrigation for containerized nursery stock moisture stress reduction on stock grown in containers up to and including 1 gallon in size shall be allowed daily for 10 minutes per irrigation zone from 11:30 a.m. to 12:00 p.m., 1:30 p.m. to 2:00 p.m. and 3:30 p.m. to 4:00 p.m.

3. Flood irrigation systems shall be restricted to 8 days per month.

(b) Landscape Irrigation – New Installation:

1. For installations which have been in place for less than 30 days, and

a. Less than 5 irrigated acres in size, water use for irrigation shall be restricted to the hours of 2:00 a.m. to 8:00 a.m., Monday through Friday,

b. 5 irrigated acres or greater in size, water use for irrigation shall be restricted to the hours of 12:01 a.m. to 8:00 a.m., Monday through Friday.

2. Low volume irrigation and low volume hand watering of new landscaping shall be voluntarily reduced.

3. Cleaning and adjusting of new irrigation systems shall be restricted to 10 minutes per zone on a one time basis.

(c) Landscape Irrigation – Existing Installation:

1. For existing installations less than 5 irrigated acres in size, water use for irrigation shall be restricted to the hours from 4:00 a.m. to 8:00 a.m. for all types of irrigation, except low volume irrigation, and 5:00 p.m. to 7:00 p.m. for low volume hand watering only, three days per week.

a. Installations with odd addresses shall be permitted to irrigate on Monday, Wednesday and Saturday.

b. Installations with even addresses or no address shall be permitted to irrigate on Tuesday, Thursday and Sunday.

2. For existing installations 5 irrigated acres or greater in size, water use for irrigation shall be restricted to the hours from 12:01 a.m. to 8:00 a.m. , three days per week.

a. Installations with odd addresses shall be permitted to irrigate on Monday, Wednesday and Saturday.

b. Installations with even addresses or no address shall be permitted to irrigate on Tuesday, Thursday and Sunday.

3. Water use for cleaning, adjusting and repair of existing irrigation systems shall be limited to ten minutes per zone per week.

4. Low volume irrigation uses shall be voluntarily reduced.

(d) Recreation Area Use:

1. Landscape irrigation for new and existing recreation areas shall be restricted to the hours prescribed for new and existing landscape irrigation in paragraphs (b) and (c)

respectively.

2. Irrigation of seeded and/or sprigged recreation areas that have been in place for less than thirty days shall be allowed daily for 10 minutes per irrigation zone from 11:30 a.m. to 12:00 p.m., 1:30 p.m. to 2:00 p.m. and 3:30 p.m. to 4:00 p.m.

3. Watering of pervious non-vegetated recreational/sporting surfaces shall be restricted to ten minutes of application prior to each recreational/sporting event. Low volume watering shall be used.

(e) Golf Course Use:

1. Irrigation of greens and tees shall be voluntarily reduced and shall be accomplished during non-daylight hours.

2. Irrigation of fairways, roughs and nonplaying areas on the first nine holes of the course shall be restricted to the hours of 12:01 a.m. to 8:00 a.m. on Monday, Wednesday and Saturday.

3. Irrigation of fairways, roughs and nonplaying areas on the last nine holes of the course shall be restricted to the hours of 12:01 a.m. to 8:00 a.m., Tuesday, Thursday and Sunday.

4. Irrigation of seeded and/or sprigged areas that have been in place for less than thirty days shall be allowed daily for 10 minutes per irrigation zone from 11:30 a.m. to 12:00 p.m., 1:30 p.m. to 2:00 p.m. and 3:30 p.m. to 4:00 p.m.

(f) Water Based Recreation Use:

1. Water based recreation water use shall be voluntarily reduced.

2. Draining of facilities into sewers or onto impervious surfaces shall be prohibited.

(4) Miscellaneous.

(a) Cooling and Air Conditioning Use.

The use of water for cooling and air conditioning shall be restricted to that amount of water necessary to maintain a minimum temperature of 78 degrees Fahrenheit.

(b) Dewatering Use. Discharge of fresh water to tide from dewatering shall be prohibited.

(c) Navigation Use:

1. The District shall request the U. S. Army Corps of Engineers to restrict its lockages to maintain acceptable chloride concentrations upstream of the locks and to conserve water.

2. In the case of the Franklin Lock and Dam, the District shall request the U. S. Army Corps of Engineers to restrict lockages to once every four hours if:

a. Chloride levels upstream of S-79 are 180 parts per million or higher, and

b. A rainfall in excess of one inch in 24 hours is not predicted in the surface water use basin within the next 48 hours.

3. If the restrictions imposed in subparagraph 2. are insufficient to stop the rising chloride levels, the District shall request the U. S. Army Corps of Engineers to further restrict lockages to once every four hours, twice per week.

4. If the restrictions imposed in subparagraphs 2. and 3. are still insufficient to stop the rising chloride levels, the District shall request the U. S. Army Corps of Engineers to prohibit lockages.

(d) Other Outside Uses:

1. Washing or cleaning streets, driveways, sidewalks, or other impervious areas with water shall be prohibited.

2. Outside pressure cleaning shall be restricted to only low volume pressure cleaning, seven days a week.

3. Mobile equipment washing with water shall be restricted to the hours and days prescribed for existing landscape irrigation in subparagraph (3)(c)1., using only low volume mobile equipment washing methods and shall be conducted over a pervious surface or in an area that immediately drains to a pervious surface. Rinsing and flushing of boats after saltwater use shall be limited to 15 minutes once a day for each boat.

4. Washing boats that serve as a primary residence shall be restricted to the hours and days prescribed for existing landscape irrigation in subparagraph (3)(c)1. Boats with an odd slip number shall be permitted to be washed on Monday, Wednesday and Saturday. Boats with an even slip number or no slip number shall be permitted to be washed on Tuesday, Thursday and Sunday.

(e) Aesthetic Use:

1. Non-recirculating outside aesthetic uses of water shall be prohibited.

2. Water use for outside aesthetic purposes by facilities that recirculate water shall be voluntarily reduced and must meet the following criteria:

a. Draining of water from outside aesthetic facilities into sewers or onto impervious surfaces is prohibited.

b. Outside aesthetic facilities shall not be operated when wind conditions cause water to be lost from the recirculating capacity of the facility.

c. Outside aesthetic facilities that leak water shall not be operated.

d. Outside aesthetic facilities that lose water due to an overflow shall not be operated.

3. Inside aesthetic uses of water shall be voluntarily reduced.

Specific Authority 373.044, 373.113 FS. Law Implemented 373.042, 373.0421, 373.175, 373.246 FS. History—New 5-31-82, Amended 1-26-86, 2-14-91, 9-10-01, 11-19-07.

40E-21.531 Phase II Severe Water Shortage.

The following restrictions shall apply when a Phase II water shortage is declared by the District.

(1) Essential/Domestic/Utility/Commercial.

(a) Essential Use.

1. The use of water for firefighting, safety, sanitation, health and medical purposes and other essential uses shall not be restricted.

2. Fire hydrant flushing shall be undertaken only on an emergency basis.

3. Sanitary sewer line flushing and testing shall not be restricted except on a voluntary basis.

(b) Domestic Type Use.

1. Residential type domestic use shall be voluntarily reduced to 50 gallons per person per day.

2. Domestic type use in industrial and commercial establishments shall be voluntarily reduced.

(c) Water Utility Use.

1. Initial pressure at the point of use (meter) shall be reduced to levels no greater than 45 pounds per square inch. Upon reduction of pressure, the utility shall notify the appropriate fire-fighting agencies and make arrangements for direct communication when additional pressure is required.

2. New water line flushing and disinfection shall be restricted to the hours of 7:00 p.m. to 7:00 a.m. seven days per week.

3. As may be appropriate the utility shall institute additional voluntary conservation measures such as reclaiming of backwash water, improving and accelerating leak detection surveys and repair programs, installing and calibrating meters, and stabilizing and equalizing system pressures.

(d) Power Production Use. Water used for power production shall be voluntarily reduced.

(e) Commercial and Industrial Process Use.

1. Commercial car washes shall be restricted as follows:

a. For washes servicing passenger vehicles and mobile equipment weighing less than 10,000 pounds,

i. Use in excess of 75 gallons per wash shall be prohibited; and

ii. Use equal to or less than 75 gallons per wash shall be voluntarily reduced;

b. For washes servicing mobile equipment weighing 10,000 pounds or more,

i. Use in excess of 150 gallons per wash shall be prohibited; and

ii. Use equal to or less than 150 gallons per wash shall be voluntarily reduced.

2. Water used for commercial and industrial processes shall be voluntarily reduced.

3. Water use for cleaning, adjusting and repair of irrigation systems by a licensed person or entity shall be restricted as follows:

a. Projects one irrigated acre or greater in size shall be limited to one hour per acre per week,

b. Projects less than one irrigated acre in size shall be limited to 10 minutes per zone per week.

4. Water use for pesticide application under the supervision of a licensed pest control operator shall be voluntarily reduced. Under the provisions of this subparagraph, the applicator must be on the premises when water is applied outside of the hours allowed for irrigation.

5. Water use for well development under the supervision of a licensed well contractor shall be voluntarily reduced.

6. Water use for mobile equipment washing by a licensed person or entity shall be voluntarily reduced.

(f) Diversion and Impoundment into Non-District Facilities. Water used for diversion and impoundment into non-District facilities shall be voluntarily reduced; however, the diversion of surface water from sources in the Lake Okeechobee Region as depicted on Figure 21-4 and described in subsection 40E-21.691(3), F.A.C., shall be subject to the restrictions described in subparagraph (2)(a)6., below.

(2) Agriculture.

(a) Agricultural Use.

1. Overhead irrigation shall be restricted to the hours of 2:00 p.m. to 10:00 a.m.

2. Low volume irrigation hours shall not be restricted.

3. All irrigation systems shall be operated in a manner that will maximize the percentage of water withdrawn and held which is placed in the root zone of the crop and will minimize the amount of water which is withdrawn and released or lost to the user but is not immediately available for other users.

4. Users having access to more than one source class shall maximize the use of the

lesser or least restricted source class.

5. Overhead irrigation for field grown citrus nursery stock moisture stress reduction shall be allowed daily for 10 minutes per irrigation zone from 11:30 a.m. to 12:00 p.m. and from 1:30 p.m. to 2:00 p.m.

6. The District's allocation determination for agricultural irrigation within the entire Lake Okeechobee Region as depicted on Figure 21-4 will be based on 30% cutbacks to the calculated 1 in 10 supplemental crop demands calculated on a weekly basis. The entire Lake Okeechobee Region supplemental crop demands will be distributed among the sub-basins depicted in Figure 21-4 based on a grouping of crop types, irrigation methods (e.g. flood irrigated crops versus micro irrigated crops), the associated acreage totals as identified in the individual water use permits combined with the associated 1 in 10 evapotranspiration demands of the crops. An additional amount of water from Lake Okeechobee will be added to the weekly allocation as necessary to account for conveyance losses that occur through seepage and free surface evaporation from the Central and Southern Florida Flood Control System Project canals. The share of the entire Lake Okeechobee Region irrigation allocation available to each sub-basin may be further adjusted to prioritize water deliveries among crops, as long as the sum of the sub-basin allocations does not exceed the weekly allocation for the entire Lake Okeechobee Region and that equity among users and sub-basins is assured. Such adjustments shall be based upon irrigation efficiency, potential for economic loss, and acreage irrigated as opposed to non-irrigated acreage. Withdrawals by each permitted user within the Lake Okeechobee Region as described in subsection 40E-21.691(3), F.A.C., shall be limited to an amount that represents each user's share of their sub-basin weekly allocation based on their permitted crop type and irrigated acreage. The District shall provide the users with data necessary to calculate their weekly allotment of water.

(b) Livestock Use. Livestock water use shall be voluntarily reduced.

(c) Aquacultural Use. Aquacultural water use shall be voluntarily reduced.

(d) Soil Flooding.

1. Soil flooding for vegetable seed planting, rice planting, burning of sugarcane prior to harvest and to permit harvesting of sod shall be voluntarily reduced.

2. Soil flooding for all other purposes shall be prohibited.

(e) Freeze Protection. Water use for freeze protection shall be restricted to situations in which official weather forecasting services predict temperatures likely to cause permanent damage to crops.

(3) Nursery/Urban Irrigation/Recreation.

(a) Nursery Use.

1. Low volume irrigation uses and low volume hand watering shall be voluntarily reduced.

2. Overhead irrigation uses shall be restricted as follows:

a. Inside – 8:00 a.m. to 8:00 p.m., seven days per week.

b. Outside – 7:00 p.m. to 7:00 a.m., on odd numbered days.

c. Outside overhead irrigation for containerized nursery stock moisture stress reduction on stock grown in containers up to and including one gallon in size shall be allowed daily for 10 minutes per irrigation zone from 11:30 a.m. to 12:00 p.m., 1:30 p.m. to 2:00 p.m. and 3:30 p.m. to 4:00 p.m.

3. Flood irrigation systems shall be restricted to 6 days per month.

(b) Landscape Irrigation – New Installation.

1. For installations which have been in place for less than 30 days, and

a. less than 5 irrigated acres in size, water use for irrigation shall be restricted to the hours of 2:00 a.m. to 8:00 a.m., Monday, Wednesday, Thursday and Friday,

b. 5 irrigated acres or greater in size, water use for irrigation shall be restricted to the hours of 12:01 a.m. to 8:00 a.m. Monday, Wednesday, Thursday and Friday.

2. Low volume irrigation and low volume hand watering of new landscaping shall be voluntarily reduced.

3. Cleaning and adjusting of new irrigation systems shall be restricted to 10 minutes per zone on a one time basis.

(c) Landscape Irrigation – Existing Installation.

1. For existing installations less than 5 irrigated acres in size, water use for irrigation shall be restricted to the hours from 4:00 a.m. to 8:00 a.m. for all types of irrigation, except low volume irrigation, and 5:00 p.m. to 7:00 p.m. for low volume hand watering, two days per week.

a. Installations with odd addresses shall be permitted to irrigate on Wednesday and Saturday.

b. Installations with even addresses or no address shall be permitted to irrigate on Thursday and Sunday.

2. For existing installations 5 irrigated acres or greater in size, water use for irrigation shall be restricted to the hours from 12:01 a.m. to 8:00 a.m., two days per week.

a. Installations with odd addresses shall be permitted to irrigate on Wednesday and Saturday.

b. Installations with even addresses or no address shall be permitted to irrigate on Thursday and Sunday.

3. Water use for cleaning, adjusting and repair of existing irrigation systems shall be limited to ten minutes per zone per week.

4. Low volume irrigation uses shall be voluntarily reduced.

(d) Recreation Area Use.

1. Landscape irrigation for new and existing recreation areas shall be restricted to the hours prescribed for new and existing landscape irrigation in paragraphs (b) and (c) respectively.

2. Irrigation of seeded and/or sprigged recreation areas that have been in place for less than thirty days shall be allowed daily for 5 minutes per irrigation zone from 11:30 a.m. to 12:00 p.m., 1:30 p.m. to 2:00 p.m. and 3:30 p.m. to 4:00 p.m.

3. Watering of pervious non-vegetated recreational/sporting surfaces shall be restricted to ten minutes of application prior to each recreational/sporting event. Low volume watering shall be used.

(e) Golf Course Use.

1. Irrigation of greens and tees shall be voluntarily reduced and shall be accomplished during non-daylight hours.

2. Irrigation of fairways, roughs and nonplaying areas on the first nine holes of the course shall be restricted to the hours of 12:01 a.m. to 8:00 a.m. on Wednesday and Saturday.

3. Irrigation of fairways, roughs and nonplaying areas on the last nine holes of the

course shall be restricted to the hours of 12:01 a.m. to 8:00 a.m. on Thursday and Sunday.

4. Irrigation of seeded and/or sprigged areas that have been in place for less than thirty days shall be allowed daily for 5 minutes per irrigation zone from 11:30 a.m. to 12:00 p.m., 1:30 p.m. to 2:00 p.m. and 3:30 p.m. to 4:00 p.m.

(f) Water Based Recreation Use.

1. Water based recreation water use shall be voluntarily reduced.

2. Draining of facilities into sewers or onto impervious surfaces shall be prohibited.

3. Existing facilities shall not be refilled except for makeup water, unless the facility is leaking more than one inch of water a day. If a facility is leaking more than one inch of water a day and is in need of repair, it may be drained onto a pervious surface for repairs and subsequently refilled.

(4) Miscellaneous.

(a) Cooling and Air Conditioning Use. The use of water for cooling and air conditioning shall be restricted to that amount of water necessary to maintain a minimum temperature of 78 degrees Fahrenheit.

(b) Dewatering Use. Discharge of fresh water to tide from dewatering shall be prohibited.

(c) Navigation Use.

1. The District shall request the U. S. Army Corps of Engineers to restrict its lockages to maintain acceptable chloride concentrations upstream of the locks and to conserve water.

2. In the case of the Franklin Lock and Dam, the District shall request the U. S. Army Corps of Engineers to restrict lockages to once every four hours if:

a. Chloride levels upstream of S-79 are 180 parts per million or higher, and

b. A rainfall in excess of one inch in 24 hours is not predicted in the surface water use basin within the next 48 hours.

3. If the restrictions imposed in subparagraph 2. are insufficient to stop the rising chloride levels, the District shall request the U. S. Army Corps of Engineers to further restrict lockages to once every four hours, twice per week.

4. If the restrictions imposed in subparagraphs 2. and 3. are still insufficient to stop the rising chloride levels, the District shall request the U. S. Army Corps of Engineers to prohibit lockages.

(d) Other Outside Uses.

1. Washing or cleaning streets, driveways, sidewalks, or other impervious areas with water shall be prohibited.

2. Outside pressure cleaning shall be restricted to only low volume pressure cleaning, seven days a week.

3. Mobile equipment washing with water shall be restricted to the hours and days prescribed for existing landscape irrigation in paragraph (3)(c)1., using only low volume mobile equipment washing methods and shall be conducted over a pervious surface or in an area that immediately drains to a pervious surface. Rinsing and flushing of boats after saltwater use shall be limited to 15 minutes once a day for each boat.

4. Washing boats that serve as a primary residence shall be restricted to the hours and days prescribed for existing landscape irrigation in paragraph (3)(c)1. Boats with an odd slip number shall be permitted to be washed on Wednesday and Saturday. Boats

with an even slip number or no slip number shall be permitted to be washed on Thursday and Sunday.

(e) Aesthetic Use.

1. Non-recirculating outside aesthetic uses of water shall be prohibited.
2. Water use for outside aesthetic purposes by facilities that recirculate water shall be voluntarily reduced and must meet the following criteria:
 - a. Draining of water from outside aesthetic facilities into sewers or onto impervious surfaces is prohibited.
 - b. Outside aesthetic facilities shall not be operated when wind conditions cause water to be lost from the recirculating capacity of the facility.
 - c. Outside aesthetic facilities that leak water shall not be operated.
 - d. Outside aesthetic facilities that lose water due to an overflow shall not be operated.
3. Inside aesthetic uses of water shall be voluntarily reduced.

Specific Authority 373.044, 373.113 FS. Law Implemented 373.042, 373.0421, 373.175, 373.246 FS. History—New 5-31-82, Amended 1-26-86, 2-14-91, 9-10-01, 11-19-07.

40E-21.541 Phase III Extreme Water Shortage.

The following restrictions shall apply when a Phase III shortage is declared by the District.

(1) Essential/Domestic/Utility/Commercial.

(a) Essential Use.

1. The use of water for firefighting, safety, sanitation, health and medical purposes and other essential uses shall not be restricted.
2. Fire hydrant flushing shall be undertaken only on an emergency basis.
3. Sanitary sewer line flushing and testing shall not be restricted except on a voluntary basis.

(b) Domestic Type Use.

1. Residential type domestic use shall be voluntarily reduced to 40 gallons per person per day.
2. Domestic type use in industrial and commercial establishments shall be voluntarily reduced.

(c) Water Utility Use.

1. Initial pressure at the point of use (meter) shall be reduced to levels no greater than 45 pounds per square inch. Voluntary initial pressure reductions below 45 psi shall be made consistent with the utility's ability to maintain adequate service and fire flow pressures. Upon reduction of pressure, the utility shall notify the appropriate fire-fighting agencies and make arrangements for direct communication when additional pressure is required.
2. New water line flushing and disinfection shall be restricted to the hours of 7:00 p.m. to 7:00 a.m. seven days per week.
3. As may be appropriate the utility shall institute additional voluntary conservation measures such as reclaiming of backwash water, improving and accelerating leak detection surveys and repair programs, installing and calibrating meters, and stabilizing and equalizing system pressures.

(d) Power Production Use.

1. Water used for power production shall be voluntarily reduced.

(e) Commercial and Industrial Process Use.

1. Commercial car washes shall be restricted as follows:

a. For washes servicing passenger vehicles and mobile equipment weighing less than 10,000 pounds,

i. Use in excess of 75 gallons per wash shall be prohibited,

ii. Use equal to or less than 75 gallons but more than 50 gallons per wash shall be restricted to the hours of 8:00 a.m. through 3:00 p.m., and

iii. Use equal to or less than 50 gallons per wash shall be voluntarily reduced;

b. For washes servicing mobile equipment weighing 10,000 pounds or more,

i. Use in excess of 150 gallons per wash shall be prohibited,

ii. Use equal to or less than 150 gallons but more than 100 gallons per wash shall be restricted to the hours of 8:00 a.m. through 3:00 p.m., and

iii. Use equal to or less than 100 gallons per wash shall be voluntarily reduced.

2. Water used for commercial and industrial processes shall be voluntarily reduced.

3. Water use for cleaning, adjusting and repair of irrigation systems by a licensed person or entity shall be restricted as follows:

a. Projects one irrigated acre or greater in size shall be limited to one hour per acre per week,

b. Projects less than one irrigated acre in size shall be limited to 10 minutes per zone per week.

4. Water use for pesticide application under the supervision of a licensed pest control operator shall be voluntarily reduced. Under the provisions of this subparagraph, the applicator must be on the premises when water is applied outside of the hours allowed for irrigation.

5. Water use for well development under the supervision of a licensed well contractor shall be voluntarily reduced.

6. Water use for mobile equipment washing by a licensed person or entity shall be voluntarily reduced.

(f) Diversion and Impoundment into Non-District Facilities. Water used for diversion and impoundment into non-District facilities shall be voluntarily reduced; however, the diversion of surface water from sources in the Lake Okeechobee Region as depicted on Figure 21-4 and described in subsection 40E-21.691(3), F.A.C., shall be subject to the restrictions described in subparagraph (2)(a)6., below.

(2) Agriculture.

(a) Agricultural Use.

1. Overhead irrigation shall be restricted to the hours of 7:00 p.m. to 7:00 a.m.

2. Low volume irrigation hours shall not be restricted.

3. All irrigation systems shall be operated in a manner that will maximize the percentage of water withdrawn and held which is placed in the root zone of the crop and will minimize the amount of water which is withdrawn and released or lost to the user but is not immediately available for other users.

4. Users having access to more than one source class shall maximize the use of the lesser or least restricted source class.

5. The District's allocation determination for agricultural irrigation within the entire Lake Okeechobee Region as depicted on Figure 21-4 will be based on 45% cutbacks to the calculated 1 in 10 supplemental crop demands calculated on a weekly basis. The

entire Lake Okeechobee Region supplemental crop demands will be distributed among the sub-basins depicted in Figure 21-4 based on a grouping of crop types, irrigation methods (e.g. flood irrigated crops versus micro irrigated crops), the associated acreage totals as identified in the individual water use permits combined with the associated 1 in 10 evapotranspiration demands of the crops. An additional amount of water from Lake Okeechobee will be added to the weekly allocation as necessary to account for conveyance losses that occur through seepage and free surface evaporation from the Central and Southern Florida Flood Control System Project canals. The share of the entire Lake Okeechobee Region irrigation allocation available to each sub-basin may be further adjusted to prioritize water deliveries among crops, as long as the sum of the sub-basin allocations does not exceed the weekly allocation for the entire Lake Okeechobee Region and that equity among users and sub-basins is assured. Such adjustments shall be based upon irrigation efficiency, potential for economic loss, and acreage irrigated as opposed to non-irrigated acreage. Withdrawals by each user within the Lake Okeechobee Region as described in subsection 40E-21.691(3), F.A.C., shall be limited to an amount that represents each user's share of their sub-basin weekly allocation based on their permitted crop type and irrigated acreage. The District shall provide the users with the data necessary to calculate their weekly allotment of water.

6. Overhead irrigation for field grown citrus nursery stock moisture stress reduction shall be allowed daily for 10 minutes per irrigation zone from 11:30 a.m. to 12:00 p.m., 1:30 p.m. to 2:00 p.m. and 3:30 p.m. to 4:00 p.m.

(b) Livestock Use. Livestock water use shall be voluntarily reduced.

(c) Aquacultural Use. Aquacultural water use shall be voluntarily reduced.

(d) Soil Flooding.

1. Soil flooding for vegetable seed planting, rice planting, burning of sugarcane prior to harvest and to permit harvesting of sod shall be voluntarily reduced.

2. Soil flooding for all other purposes shall be prohibited.

(e) Freeze Protection. Water use for freeze protection shall be restricted to situations in which official weather forecasting services predict temperatures likely to cause permanent damage to crops.

(3) Nursery/Urban Irrigation/Recreation.

(a) Nursery Use.

1. Low volume irrigation uses and low volume hand watering shall be voluntarily reduced.

2. Overhead irrigation uses shall be restricted as follows:

a. Inside – 8:00 a.m. to 8:00 p.m., on odd numbered days.

b. Outside – 12:01 a.m. to 7:00 a.m., on odd numbered days.

c. Outside overhead irrigation for containerized nursery stock moisture stress reduction on stock grown in containers up to and including one gallon in size shall be allowed daily for 10 minutes per irrigation zone from 11:30 a.m. to 12:00 p.m., 1:30 p.m. to 2:00 p.m. and 3:30 p.m. to 4:00 p.m.

3. Flood irrigation systems shall be restricted to 4 days per month.

(b) Landscape Irrigation – New Installation.

1. For installations which have been in place for less than 30 days, and

a. Less than 5 irrigated acres in size, water use for irrigation shall be restricted to the hours of 2:00 a.m. to 7:00 a.m., Monday, Wednesday and Friday,

b. 5 irrigated acres or greater in size, water use for irrigation shall be restricted to the hours of 12:01 a.m. to 7:00 a.m. Monday, Wednesday and Friday.

2. Low volume irrigation and low volume hand watering of new landscaping shall be voluntarily reduced.

3. Cleaning and adjusting of new irrigation systems shall be restricted to 10 minutes per zone on a one time basis.

(c) Landscape Irrigation – Existing Installation.

1. For existing installations less than 5 irrigated acres in size, water use for irrigation shall be restricted to the hours from 4:00 a.m. to 7:00 a.m. for all types of irrigation, except low volume irrigation, and 5:00 p.m. to 7:00 p.m. for low volume hand watering only, one day per week.

a. Installations with odd addresses shall be permitted to irrigate on Saturday.

b. Installations with even addresses or no address shall be permitted to irrigate on Sunday.

2. For existing installations 5 irrigated acres or greater in size, water use for irrigation shall be restricted to the hours from 12:01 a.m. to 7:00 a.m., one day per week.

a. Installations with odd addresses shall be permitted to irrigate on Saturday.

b. Installations with even addresses or no address shall be permitted to irrigate on Sunday.

3. Water use for cleaning, adjusting and repair of existing irrigation systems shall be limited to ten minutes per zone per week.

4. Low volume irrigation uses shall be voluntarily reduced.

(d) Recreation Area Use.

1. Landscape irrigation for new and existing recreation areas shall be restricted to the hours prescribed for new and existing landscape irrigation in paragraphs (b) and (c) respectively.

2. Watering of pervious non-vegetated recreational/sporting surfaces shall be restricted to ten minutes of application prior to each recreational/sporting event. Low volume watering shall be used.

(e) Golf Course Use.

1. Irrigation of greens shall be voluntarily reduced and shall be accomplished during non-daylight hours.

2. Irrigation of tees shall be restricted to non-daylight hours three days per week. The front nine holes shall be restricted to Monday, Wednesday and Saturday and the back nine holes shall be restricted to Tuesday, Thursday and Sunday.

3. Irrigation of fairways, roughs and nonplaying areas on the first nine holes of the course shall be restricted to the hours of 12:01 a.m. to 7:00 a.m. on Saturday.

4. Irrigation of fairways, roughs and nonplaying areas on the last nine holes of the course shall be restricted to the hours of 12:01 a.m. to 7:00 a.m. on Sunday.

(f) Water Based Recreation Use.

1. Water based recreation water use shall be voluntarily reduced.

2. Draining of facilities into sewers or onto impervious surfaces shall be prohibited.

3. Existing facilities shall not be refilled except for makeup water, unless the facility is leaking more than one inch of water a day. If the facility is leaking more than one inch of water a day and is in need of repair, it may be drained onto a pervious surface for repairs and subsequently refilled.

(4) Miscellaneous.

(a) Cooling and Air Conditioning Use. The use of water for cooling and air conditioning shall be restricted to that amount of water necessary to maintain a minimum temperature of 78 degrees Fahrenheit.

(b) Dewatering Use. Discharge of fresh water to tide from dewatering shall be prohibited.

(c) Navigation Use.

1. The District shall request the U. S. Army Corps of Engineers to restrict its lockages to maintain acceptable chloride concentrations upstream of the locks and to conserve water.

2. In the case of the Franklin Lock and Dam, the District shall request the U. S. Army Corps of Engineers to restrict lockages to once every four hours if:

a. Chloride levels upstream of S-79 are 180 parts per million or higher, and

b. A rainfall in excess of one inch in 24 hours is not predicted in the surface water use basin within the next 48 hours.

3. If the restrictions imposed in subparagraph 2. are insufficient to stop the rising chloride levels, the District shall request the U. S. Army Corps of Engineers to further restrict lockages to once every four hours, twice per week.

4. If the restrictions imposed in subparagraphs 2. and 3. are still insufficient to stop the rising chloride levels, the District shall request the U. S. Army Corps of Engineers to prohibit lockages.

(d) Other Outside Uses.

1. Washing or cleaning streets, driveways, sidewalks, or other impervious areas with water shall be prohibited.

2. Outside pressure cleaning shall be restricted to only low volume pressure cleaning, Monday through Friday.

3. Mobile equipment washing with water shall be restricted to the hours and days prescribed for existing landscape irrigation in subparagraph (3)(c)1., using only low volume mobile equipment washing methods and shall be conducted over a pervious surface or in an area that immediately drains to a pervious surface. Rinsing and flushing of boats after saltwater use shall be limited to 15 minutes once a day for each boat.

4. Washing boats that serve as a primary residence shall be restricted to the hours and days prescribed for existing landscape irrigation in paragraph (3)(c)1. Boats with an odd slip number shall be permitted to be washed on Saturday. Boats with an even slip number or no slip number shall be permitted to be washed on Sunday.

(e) Aesthetic Use.

1. Outside aesthetic uses of water shall be prohibited.

2. Inside aesthetic uses of water shall be prohibited.

Specific Authority 373.044, 373.113 FS. Law Implemented 373.042, 373.0421, 373.175, 373.246 FS. History—New 5-31-82, Amended 1-26-86, 2-14-91, 9-10-01, 11-19-07.

40E-21.551 Phase IV Critical Water Shortage.

The following restrictions shall apply when a Phase IV shortage is declared by the District.

(1) Essential/Domestic/Utility/Commercial.

(a) Essential Use.

1. The use of water for firefighting, safety, sanitation, health and medical purposes

and other essential uses shall not be restricted.

2. Fire hydrant flushing shall be undertaken only on an emergency basis.

3. Sanitary sewer line flushing and testing shall be undertaken only on an emergency basis.

(b) Domestic Type Use.

1. Residential type domestic use shall be voluntarily reduced to 30 gallons per person per day.

2. Domestic type use in industrial and commercial establishments shall be voluntarily reduced to the minimum levels necessary to preserve public health and safety.

(c) Water Utility Use.

1. Initial pressure at the point of use (meter) shall be reduced to levels no greater than 45 pounds per square inch. Voluntary initial pressure reductions below 45 psi shall be made consistent with the utility's ability to maintain adequate service and fire flow pressures. Upon reduction of pressure, the utility shall notify the appropriate fire-fighting agencies and make arrangements for direct communication when additional pressure is required.

2. New water line flushing and disinfection shall be restricted to the hours of 7:00 p.m. to 7:00 a.m. seven days per week.

3. As may be appropriate the utility shall institute additional conservation measures such as reclaiming of backwash water, improving and accelerating leak detection surveys and repair programs, installing and calibrating meters, and stabilizing and equalizing system pressures.

(d) Power Production Use. Water used for power production shall be voluntarily reduced.

(e) Commercial and Industrial Process Use.

1. Commercial car washes shall be restricted as follows:

a. For washes servicing passenger vehicles and mobile equipment weighing less than 10,000 pounds,

i. Use in excess of 75 gallons per wash shall be prohibited,

ii. Use equal to or less than 75 gallons but more than 50 gallons per wash shall be restricted to the hours of 8:00 a.m. through 3:00 p.m., and

iii. Use equal to or less than 50 gallons per wash shall be voluntarily reduced;

b. For washes servicing mobile equipment weighing 10,000 pounds or more,

i. Use in excess of 150 gallons per wash shall be prohibited,

ii. Use equal to or less than 150 gallons but more than 100 gallons per wash shall be restricted to the hours of 8:00 a.m. through 3:00 p.m., and

iii. Use equal to or less than 100 gallons per wash shall be voluntarily reduced.

2. Water used for commercial and industrial processes shall be voluntarily reduced.

3. Water use for cleaning, adjusting and repair of irrigation systems by a licensed person or entity shall be restricted as follows:

a. Projects one irrigated acre or greater in size shall be limited to one hour per acre per week.

b. Projects less than one irrigated acre in size shall be limited to 10 minutes per zone per week.

4. Water use for pesticide application under the supervision of a licensed pest control operator shall be voluntarily reduced. Under the provisions of this subparagraph,

the applicator must be on the premises when water is applied outside of the hours allowed for irrigation.

5. Water use for well development under the supervision of a licensed well contractor shall be voluntarily reduced.

6. Water use for mobile equipment washing by a licensed person or entity shall be voluntarily reduced.

(f) Diversion and Impoundment into Non-District Facilities. Water used for diversion and impoundment into non-District facilities shall be voluntarily reduced; however, the diversion of surface water from sources in the Lake Okeechobee Region as depicted on Figure 21-4 and described in subsection 40E-21.691(3), F.A.C., shall be subject to the restrictions described in subparagraph (2)(a)6., below.

(2) Agriculture.

(a) Agricultural Use.

1. Overhead irrigation shall be restricted to the hours of 7:00 p.m. to 7:00 a.m.

2. Low volume irrigation hours shall not be restricted.

3. All irrigation systems shall be operated in a manner that will maximize the percentage of water withdrawn and held which is placed in the root zone of the crop and will minimize the amount of water which is withdrawn and released or lost to the user but is not immediately available for other users.

4. Users having access to more than one source class shall maximize the use of the lesser or least restricted source class.

5. The District's allocation determination for agricultural irrigation within the entire Lake Okeechobee Region as depicted on Figure 21-4 will be based on 60% cutbacks to the calculated 1 in 10 supplemental crop demands calculated on a weekly basis. The entire Lake Okeechobee Region supplemental crop demands will be distributed among the sub-basins depicted in Figure 21-4 based on a grouping of crop types, irrigation methods (e.g. flood irrigated crops versus micro irrigated crops), the associated acreage totals as identified in the individual water use permits combined with the associated 1 in 10 evapotranspiration demands of the crops. An additional amount of water from Lake Okeechobee will be added to the weekly allocation as necessary to account for conveyance losses that occur through seepage and free surface evaporation from the Central and Southern Florida Flood Control System Project canals. The share of the entire Lake Okeechobee Region irrigation allocation available to each sub-basin may be further adjusted to prioritize water deliveries among crops, as long as the sum of the sub-basin allocations does not exceed the weekly allocation for the entire Lake Okeechobee Region and that equity among users and sub-basins is assured. Such adjustments shall be based upon irrigation efficiency, potential for economic loss, and acreage irrigated as opposed to non-irrigated acreage. Withdrawals by each user within the Lake Okeechobee Region as described in subsection 40E-21.691(3), F.A.C., shall be limited to an amount that represents each user's share of their sub-basin weekly allocation based on their permitted crop type and irrigated acreage. The District shall provide the users with data necessary to calculate their weekly allotment of water.

6. Overhead irrigation for field grown citrus nursery stock moisture stress reduction shall be allowed daily for 10 minutes per irrigation zone from 11:30 a.m. to 12:00 p.m., 1:30 p.m. to 2:00 p.m. and 3:30 p.m. to 4:00 p.m.

(b) Livestock Use. Livestock water use shall be voluntarily reduced.

(c) Aquacultural Use. Aquacultural water use shall be voluntarily reduced.

(d) Soil Flooding.

1. Soil flooding for vegetable seed planting, rice planting, burning of sugarcane prior to harvest and to permit harvesting of sod shall be voluntarily reduced.

2. Soil flooding for all other purposes shall be prohibited.

(e) Freeze Protection. Water use for freeze protection shall be restricted to situations in which official weather forecasting services predict temperatures likely to cause permanent damage to crops.

(3) Nursery/Urban Irrigation/Recreation.

(a) Nursery Use.

1. Low volume irrigation uses and low volume hand watering shall be voluntarily reduced.

2. Overhead irrigation uses shall be restricted as follows:

a. Inside – 8:00 a.m. to 4:00 p.m., on odd numbered days.

b. Outside – 2:00 a.m. to 7:00 a.m., on odd numbered days.

c. Outside overhead irrigation for containerized nursery stock moisture stress reduction on stock grown in containers up to and including one gallon in size shall be allowed daily for 10 minutes per irrigation zone from 11:30 a.m. to 12:00 p.m., 1:30 p.m. to 2:00 p.m. and 3:30 p.m. to 4:00 p.m.

3. Flood irrigation systems shall be restricted to 2 days per month.

(b) Landscape Irrigation – New Installation.

1. For installations which have been in place for less than 30 days, and

a. Less than 5 irrigated acres in size, water use for irrigation shall be restricted to the hours of 6:00 a.m. to 7:00 a.m., Saturday.

b. 5 irrigated acres or greater in size, water use for irrigation shall be restricted to the hours of 4:00 a.m. to 7:00 a.m., Saturday.

2. Low volume irrigation and low volume hand watering of new landscaping shall be restricted to Monday, Wednesday and Friday.

3. Cleaning and adjusting of new irrigation systems shall be prohibited.

(c) Landscape Irrigation – Existing Installation.

1. For existing installations less than 5 irrigated acres in size, water use for irrigation shall be restricted to the hours from 6:00 a.m. to 7:00 a.m. for all types of irrigation, except low volume irrigation, and 5:00 p.m. to 7:00 p.m. for low volume hand watering only, one day per week.

a. Installations with odd addresses shall be permitted to irrigate on Saturday.

b. Installations with even addresses or no address shall be permitted to irrigate on Sunday.

2. For existing installations 5 irrigated acres or greater in size, water use for irrigation shall be restricted to the hours from 4:00 a.m. to 7:00 a.m., one day per week.

a. Installations with odd addresses shall be permitted to irrigate on Saturday.

b. Installations with even addresses or no address shall be permitted to irrigate on Sunday.

3. Low volume irrigation uses shall be restricted to Monday, Wednesday and Friday.

(d) Recreation Area Use.

1. Landscape irrigation for new and existing recreation areas shall be restricted to the hours prescribed for new and existing landscape irrigation in paragraphs (b) and (c)

respectively.

2. Watering of pervious non-vegetated recreational/sporting surfaces shall be restricted to ten minutes of application prior to each recreational/sporting event. Low volume watering shall be used.

(e) Golf Course Use.

1. Irrigation of greens shall be voluntarily reduced and shall be accomplished during non-daylight hours.

2. Irrigation of tees shall be restricted to non-daylight hours one day per week. The front nine holes shall be restricted to Saturday and the back nine holes shall be restricted to Sunday.

3. Irrigation of fairways, roughs and nonplaying areas on the first nine holes of the course shall be restricted to the hours of 4:00 a.m. to 7:00 a.m. on Saturday.

4. Irrigation of fairways, roughs and nonplaying areas on the last nine holes of the course shall be restricted to the hours of 4:00 a.m. to 7:00 a.m. on Sunday.

(f) Water Based Recreation Use. Water based recreation water use shall be restricted, as follows:

1. Draining of facilities into sewers or onto impervious surfaces shall be prohibited.

2. Filling of new or existing facilities shall be prohibited.

3. Use of makeup water shall be prohibited.

(4) Miscellaneous.

(a) Cooling and Air Conditioning Use.

1. The use of water for cooling and air conditioning shall be restricted to that amount of water necessary to maintain a minimum temperature of 78 degrees Fahrenheit.

2. Cooling and air conditioning systems shall not discharge water to tide.

3. Reuse of water shall be required.

(b) Dewatering Use. Discharge of fresh water to tide from dewatering shall be prohibited.

(c) Navigation Use.

1. The District shall request the U. S. Army Corps of Engineers to restrict its lockages to maintain acceptable chloride concentrations upstream of the locks and to conserve water.

2. In the case of the Franklin Lock and Dam, the District shall request the U. S. Army Corps of Engineers to restrict lockages to once every four hours if:

a. Chloride levels upstream of S-79 are 180 parts per million or higher, and

b. A rainfall in excess of one inch in 24 hours is not predicted in the surface water use basin within the next 48 hours.

3. If the restrictions imposed in subparagraph 2. are insufficient to stop the rising chloride levels, the District shall request the U. S. Army Corps of Engineers to further restrict lockages to once every four hours, twice per week.

4. If the restrictions imposed in subparagraphs 2. and 3. are still insufficient to stop the rising chloride levels, the District shall request the U. S. Army Corps of Engineers to prohibit lockages.

(d) Other Outside Uses.

1. Washing or cleaning streets, driveways, sidewalks, or other impervious areas with water shall be prohibited.

2. Outside pressure cleaning shall be restricted to only low volume pressure

cleaning, Monday and Wednesday.

3. Mobile equipment washing with water shall be restricted to the hours and days prescribed for existing landscape irrigation in subparagraph (3)(c)1., using only low volume mobile equipment washing methods and shall be conducted over a pervious surface or in an area that immediately drains to a pervious surface. Rinsing and flushing of boats after saltwater use shall be limited to 15 minutes once a day for each boat.

4. Washing boats that serve as a primary residence shall be restricted to the hours and days prescribed for existing landscape irrigation in subparagraph (3)(c)1. Boats with an odd slip number shall be permitted to be washed on Saturday. Boats with an even slip number or no slip number shall be permitted to be washed on Sunday.

(e) Aesthetic Use.

1. Outside aesthetic uses of water shall be prohibited.

2. Inside aesthetic uses of water shall be prohibited.

Specific Authority 373.044, 373.113 FS. Law Implemented 373.175, 373.246 FS. History—New 5-31-82, Amended 1-26-86, 2-14-91, 11-19-07.

40E-21.611 Classification System.

Unless the emergency provisions of Part III of this chapter are invoked, water users are regulated by class under the provisions of this water shortage plan. The rules in this part establish the classification system which provides the basis for distinguishing among different user classes. Under the system, each water user is classified according to source, use and method of withdrawal.

Specific Authority 373.044, 373.113 FS. Law Implemented 373.175, 373.246 FS. History—New 5-31-82.

40E-21.631 Source Classes.

Source classes are generally divided into surface water use basins and groundwater sources. A water user may be assigned any combination of both surface water use basin and groundwater source classes.

(1) Surface Water Use Basins. Surface waters are classified by surface water use basin. Descriptions of the boundaries of the surface water use basins are found in Rule 40E-21.691, F.A.C. The surface water use basins are grouped by region as follows (see Figure 21-1):

(a) Water Conservation Area/Everglades National Park (see Figure 21-2).

1. The surface water use basins in this area are directly supplied with surface water from the Water Conservation Areas and Everglades National Park. The following surface water use basins are included in the area:

2. Water Conservation Areas/Everglades National Park Water Use Basin

(b) Lower East Coast (see Figure 21-3) The water use basins in this area are directly supplied with surface water from the Water Conservation Areas or the M Canal. The following surface water use basins are included in the area:

1. Interior Palm Beach County Water Use Basin.

2. Loxahatchee River Water Use Basin.

3. C-18 Water Use Basin.

4. North Palm Beach County Water Use Basin.

5. M Canal Water Use Basin.

6. Water Conservation Area 1 West Palm Beach Canal Water Use Basin.
7. Water Conservation Area 2 Water Use Basin.
8. Water Conservation Area 3 Water Use Basin.
9. South Dade Water Use Basin.

(c) Lake Okeechobee (see Figure 21-4) The surface water use basins in this area are directly supplied with surface water from Lake Okeechobee. The following surface water use basins are included in the area:

1. Everglades Agricultural Area Water Use Basin.
2. Caloosahatchee River Water Use Basin.
3. St. Lucie River Water Use Basin.
4. Lakeshore Perimeter Water Use Basin.

(d) Upper East Coast (see Figure 21-5) The surface water use basins in this area are directly supplied from local surface waters. The following surface water use basins are included in the area:

1. St. Lucie County Agricultural Area Water Use Basin.
2. Coastal St. Lucie County Water Use Basin.
3. Port St. Lucie Water Use Basin.
4. Northwest Martin County Water Use Basin.
5. South Coastal Martin County Water Use Basin.
6. North Coastal Martin County Water Use Basin.
7. West Coastal Martin County Water Use Basin.
8. Stuart Peninsula Water Use Basin.
9. Interior Martin County Water Use Basin.
10. Northwest Loxahatchee River Water Use Basin.

(e) Kissimmee (see Figure 21-6) The surface water use basins in this area are directly supplied with surface water from the West Chain of Lakes, the Upper Chain of Lakes and the Kissimmee River. The following surface water use basins are included in the area:

1. West Chain of Lakes Water Use Basin.
2. Upper Chain of Lakes Water Use Basin.
3. Kissimmee River Valley Water Use Basin.
4. Taylor Creek-Nubbin Slough Water Use Basin.

(f) Indian Prairie (see Figure 21-7) The surface water use basins in this area are directly supplied with surface water from Lake Istokpoga and Fisheating Creek or associated surface water bodies. The following surface water use basins are included in the area:

1. Indian Prairie Water Use Basin.
2. Fisheating Creek Water Use Basin.

(g) Lower West Coast (see Figure 21-8) The surface water use basins in this area are directly supplied from local surface waters. The following surface water use basins are included in the area:

1. Caloosahatchee River Watershed – North, Water Use Basin.
2. Caloosahatchee River Watershed – South, Water Use Basin.
3. South Hendry County/L-28 Gap Water Use Basin.
4. Big Cypress Preserve Water Use Basin.
5. Fakahatchee North Water Use Basin.

6. Fakahatchee South Water Use Basin.
7. Coastal Collier County Water Use Basin.

(2) Groundwater Sources. Groundwater sources are classified based upon the available hydrologic information, and the restricted area may include aquifers underlying all or part of a county, municipality, surface water basin or utility service area, as follows:

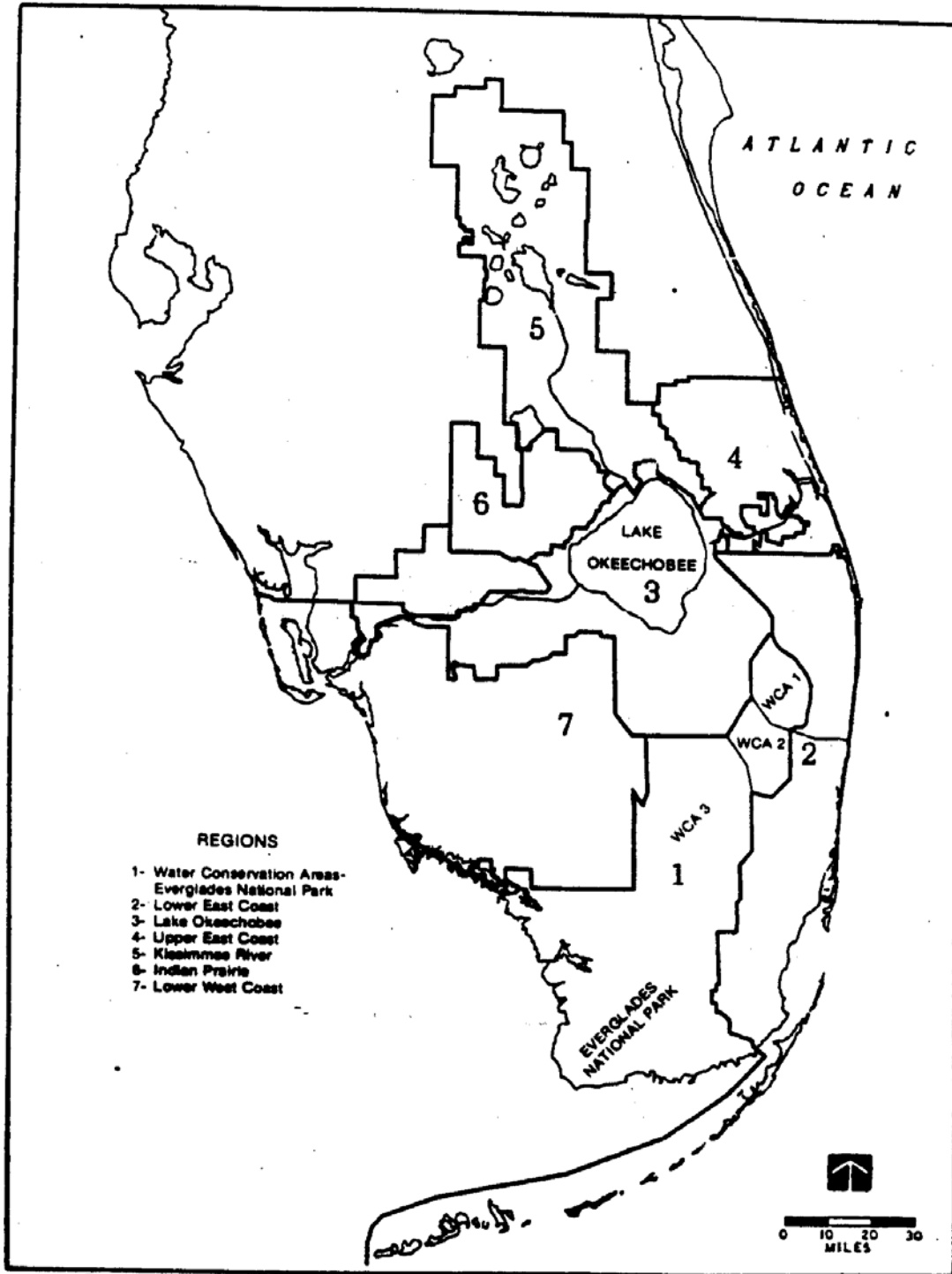
(a) Water table aquifers. Groundwaters directly recharged by surface waters and rainfall are classified according to the surface water use basin within which they are located. The titles and boundaries described in subsection (1) shall apply.

(b) Confined and semiconfined aquifers. Groundwaters not directly recharged by surface waters and rainfall are classified as follows:

1. Potable Floridan Aquifer.
2. Non-Potable Floridan Aquifer.
3. Sandstone Aquifer.
4. Upper Hawthorn Aquifer.
5. Suwannee Aquifer.
6. Lower Hawthorn Aquifer.
7. Other artesian or leaky artesian aquifers.

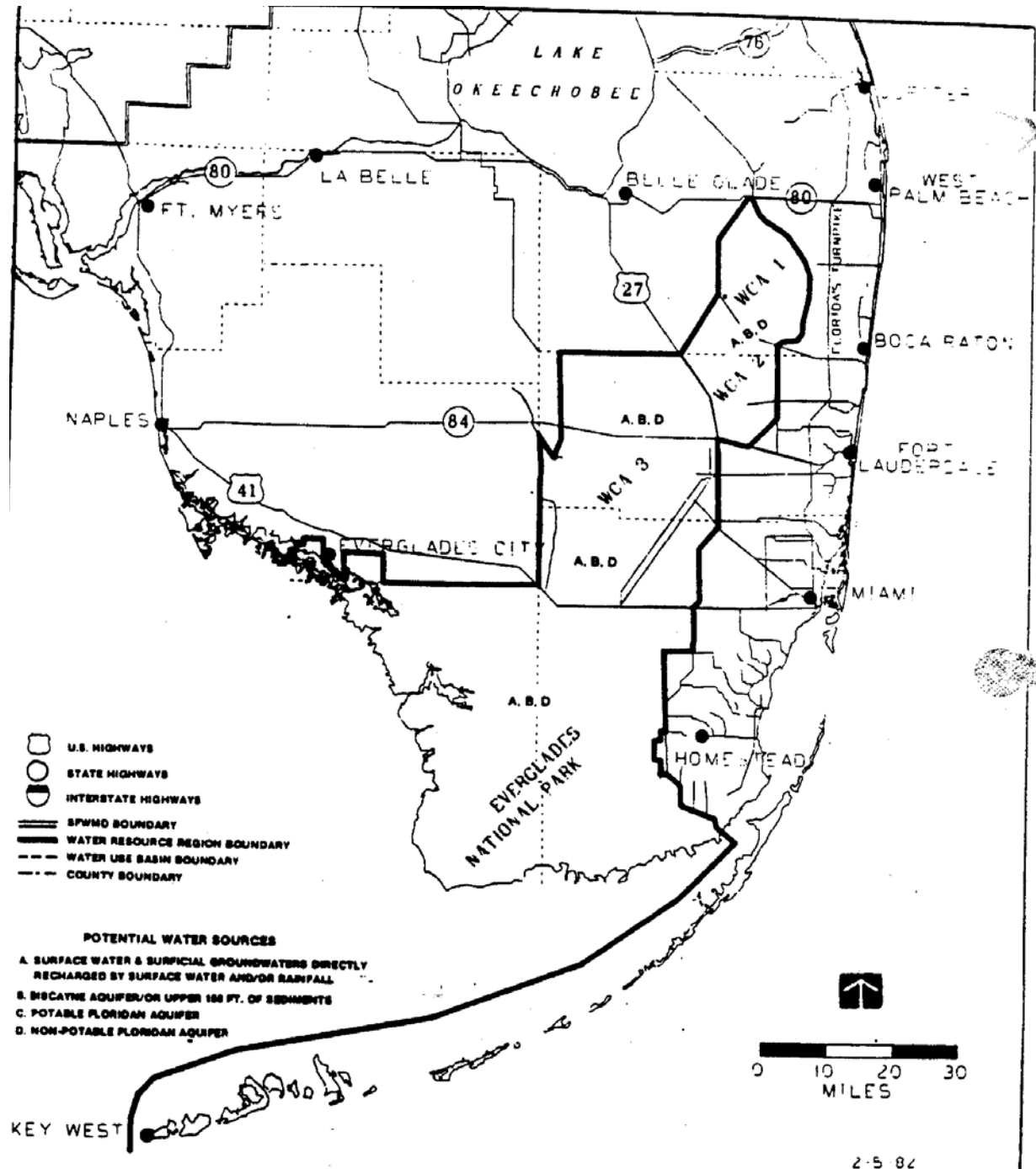
(c) Figures 21-2 through 21-8 list the water table, confined and semiconfined aquifers generally found within each surface water use basin. Adjacent areas which are supplied from a restricted groundwater source may also be included in the restricted area.

Specific Authority 373.044, 373.113 FS. Law Implemented 373.175, 373.246 FS. History—New 5-31-82, Amended 1-26-86, 2-14-91.



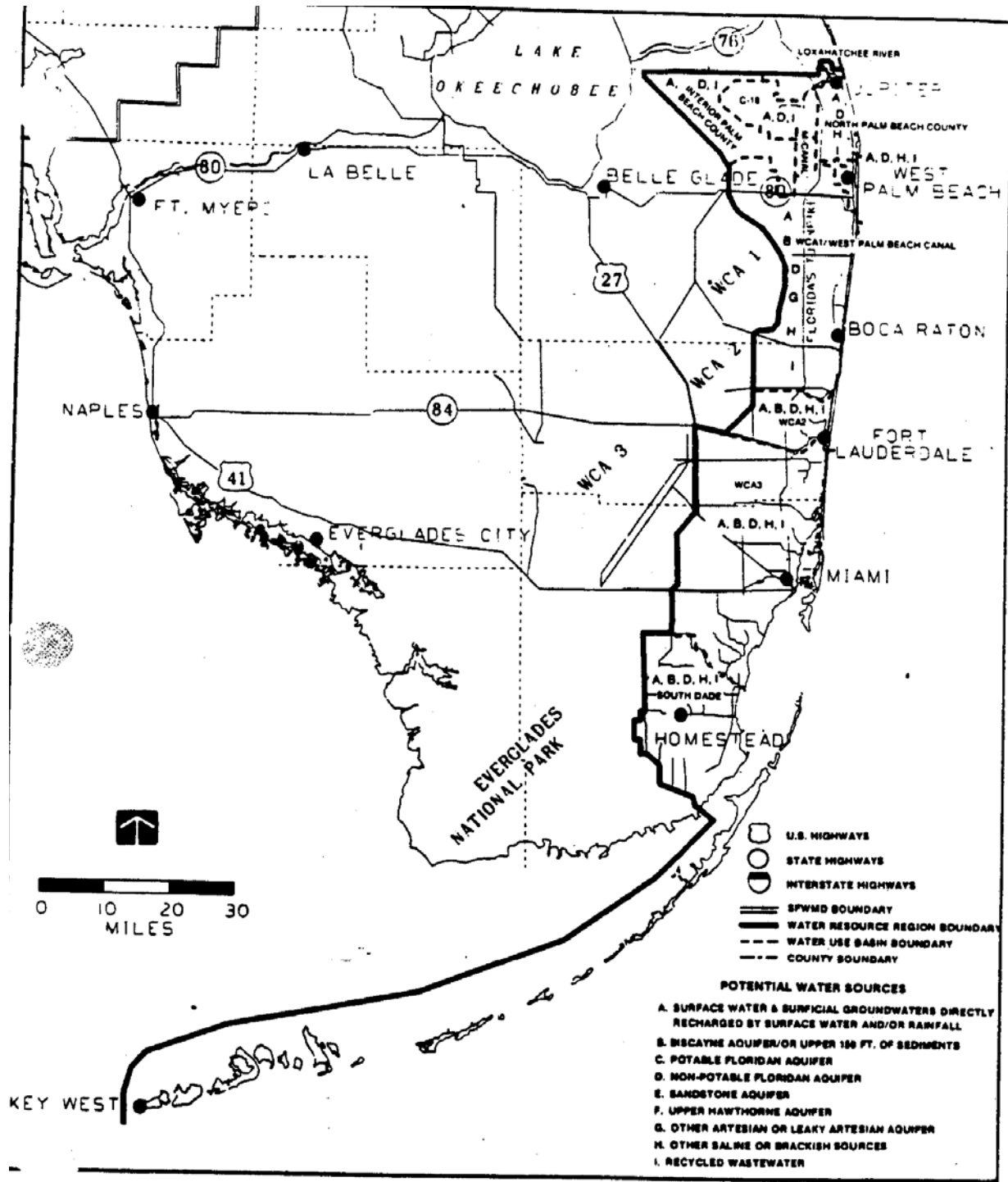
WATER SHORTAGE PLAN REGIONS

FIGURE 21-1



WATER CONSERVATION AREAS - EVERGLADES NATIONAL PARK REGION

FIGURE 21-2



LOWER EAST COAST REGION

FIGURE 21-3

Lake Okeechobee Region Sub-Basin Boundaries

- A: NORTHEAST LAKE SHORE
- B: ST. LUCIE (C-44)
- C: WPB CANAL & L-8
- D: E. BEACH & E. SHORE WCD
- E: N. NEW RIVER & HILLSBORO
- F: MIAMI CANAL BASIN
- G: C-21 & S-236 BASINS
- H: CALOOSAHATCHEE (C-43)
- I: NORTHWEST LAKE SHORE
- J: NORTH LAKE SHORE

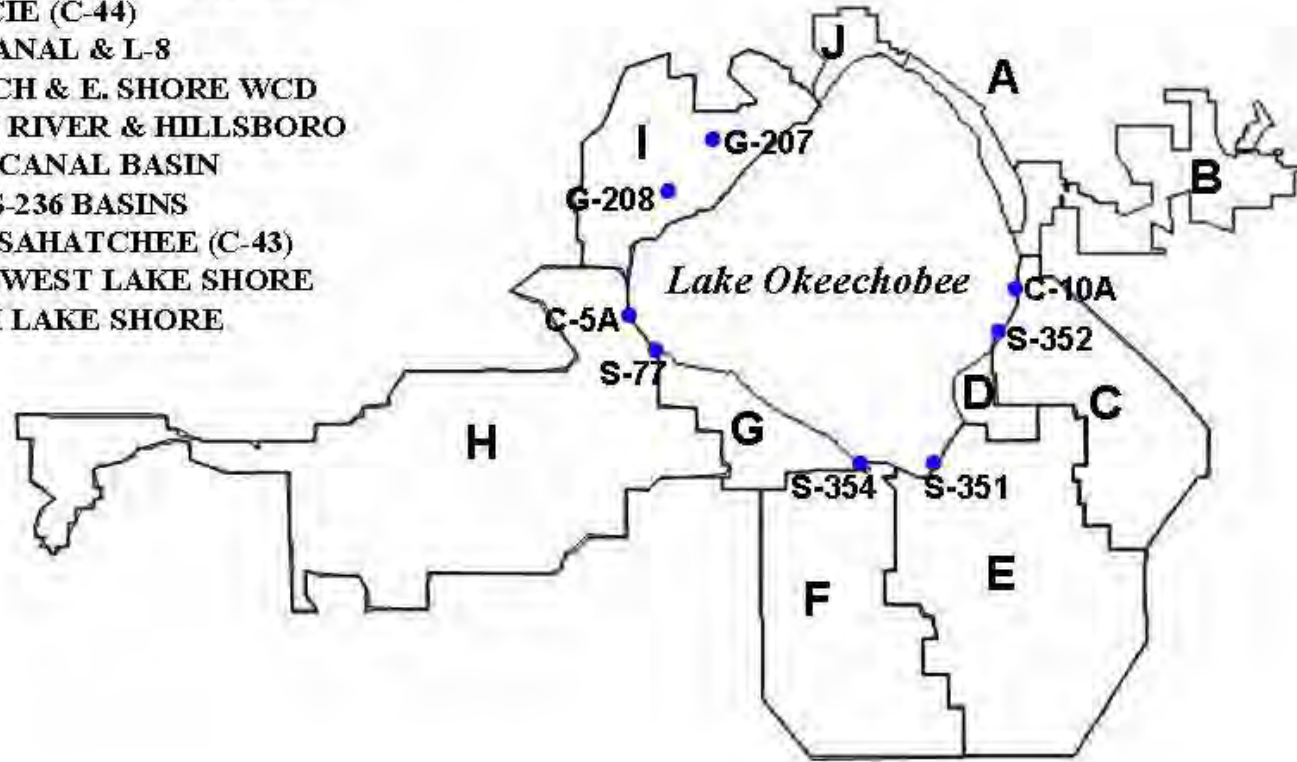
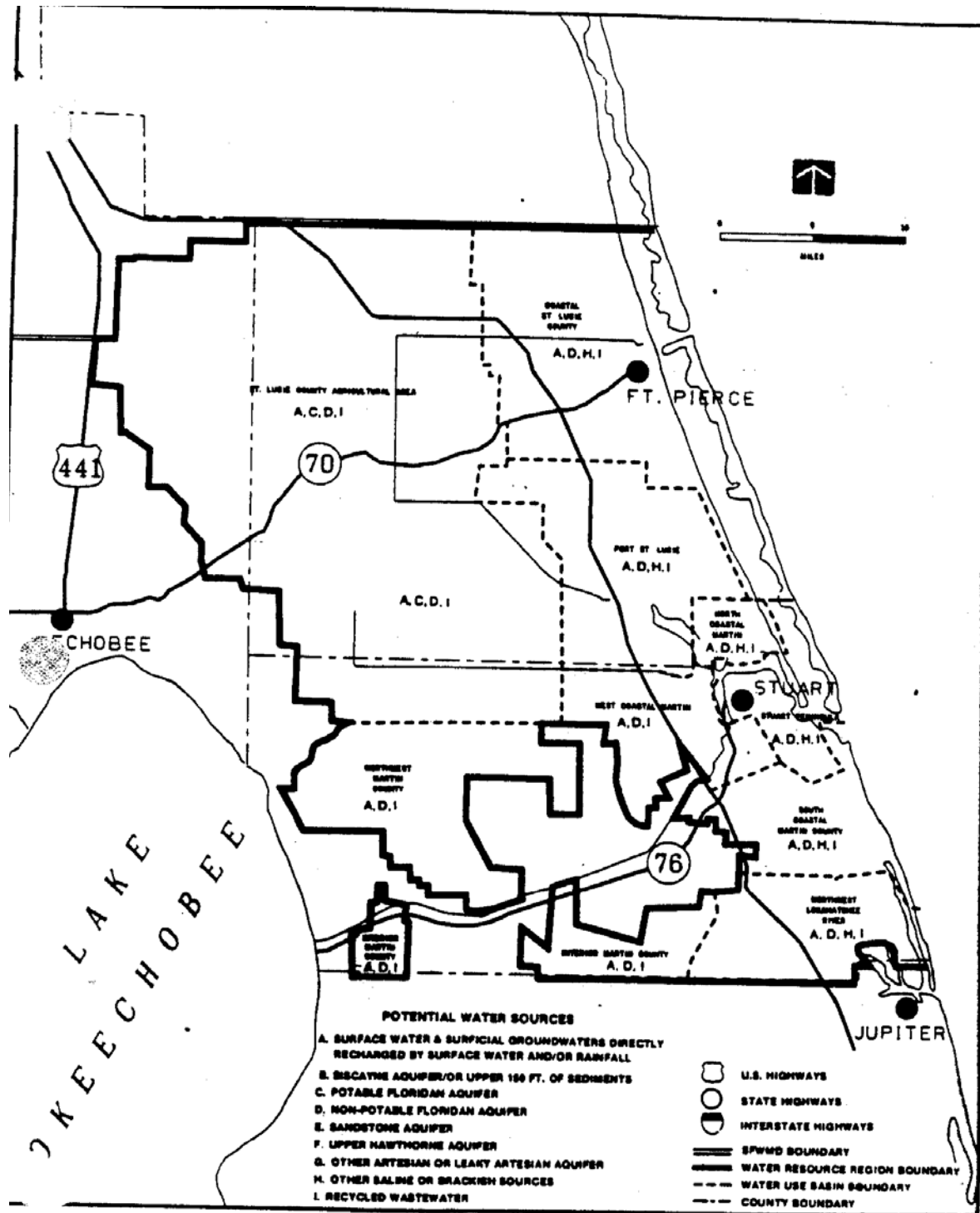
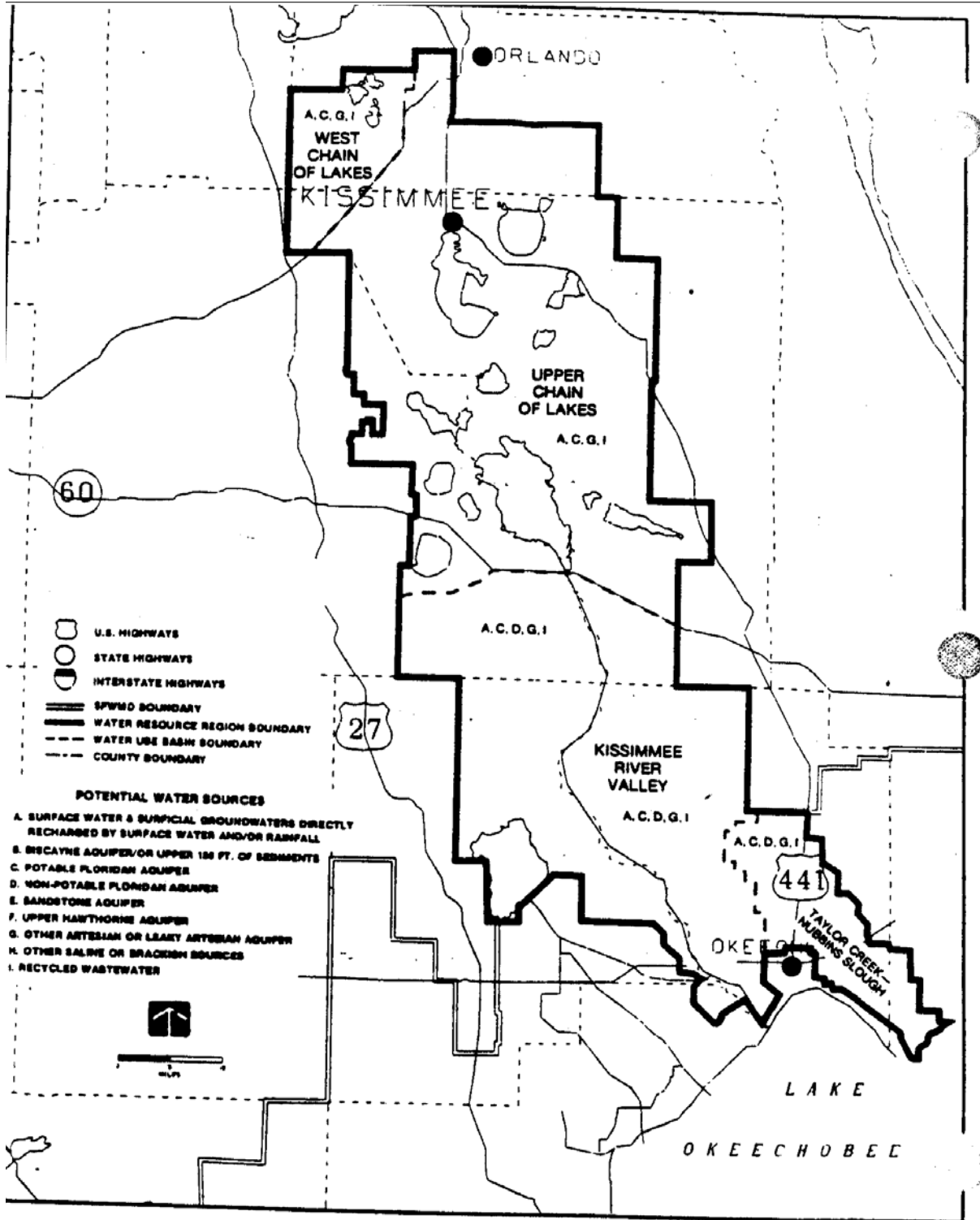


Figure 21-4

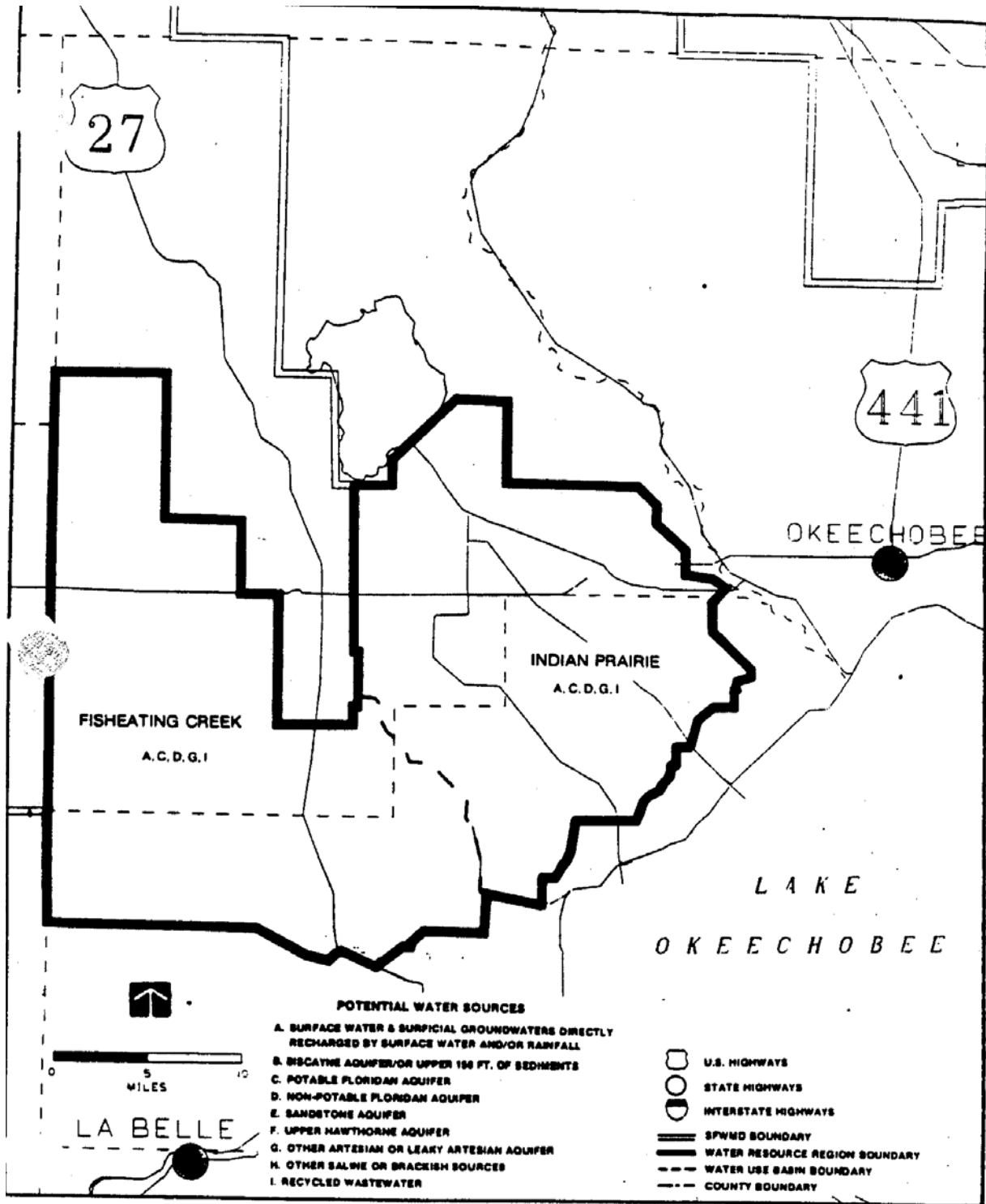


UPPER EAST COAST REGION

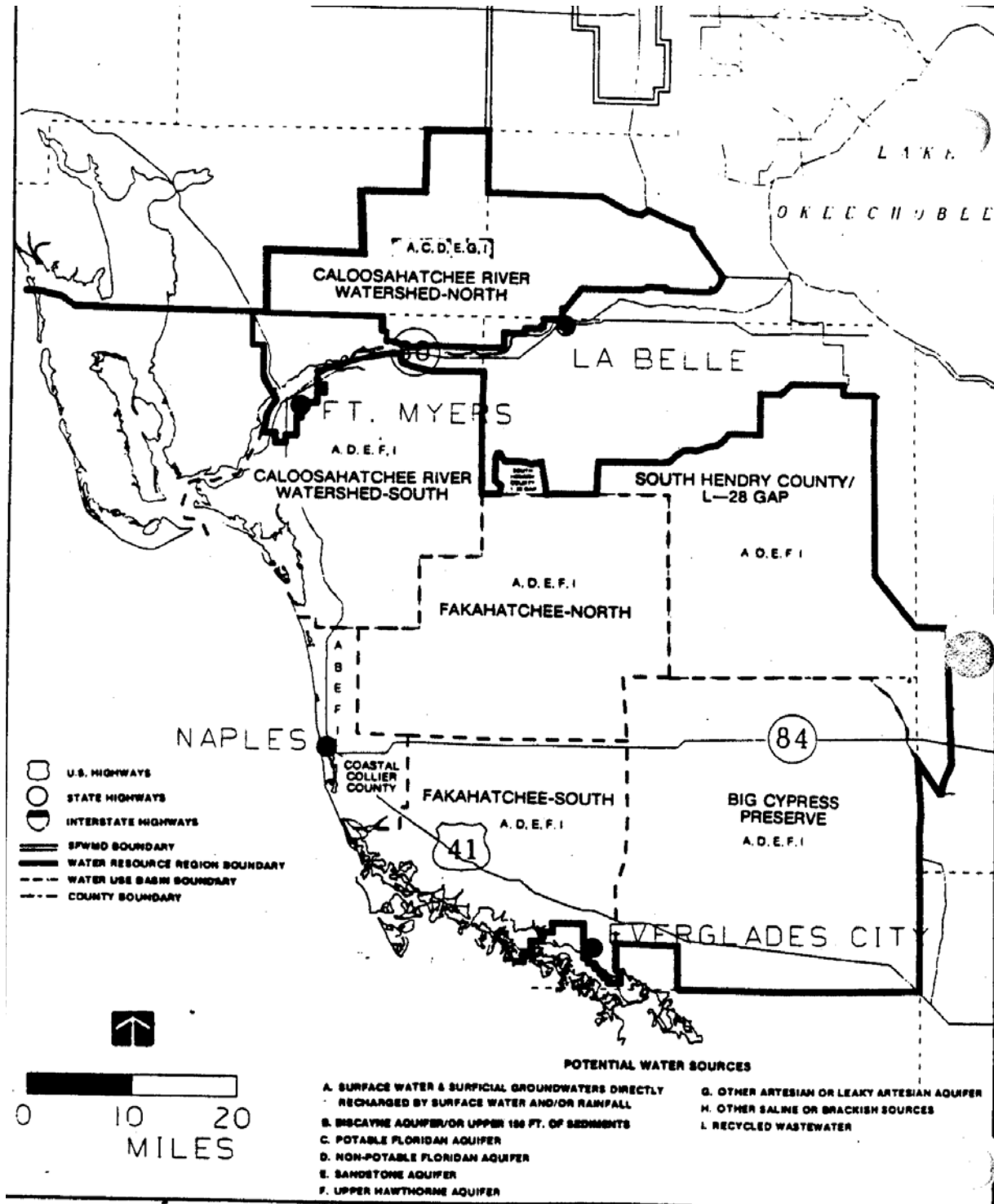
FIGURE 21-5



KISSIMMEE RIVER REGION
 FIGURE 21-6



INDIAN PRAIRIE REGION
 FIGURE 21-7



LOWER WEST COAST REGION

FIGURE 21-8

(FIGURE 21-9 RESERVED)

40E-21.651 Use Classes.

Use classes are generally grouped by related uses. The four major groupings are: Essential/Domestic/Utility/Commercial, Agriculture, Nursery/Urban Irrigation/Recreation and Miscellaneous. Neither the order of listing of the major groupings nor the order of listing within each major grouping is intended to establish relative priorities of water use. A user may be assigned one or more use class regardless of the groupings in this rule.

Each water user shall be given one or more of the following use classes:

(1) Essential/Domestic/Utility/Commercial.

(a) "Essential use" means use of water strictly for fire fighting, safety, sanitation, health and medical purposes and the use of water to satisfy federal, state or local public health and safety requirements.

(b) "Domestic type use" means any use of water for personal needs or for household purposes such as drinking, bathing, heating, cooking, sanitation or cleaning, whether the use occurs in a residence or in a commercial or industrial establishment.

(c) "Water utility use" means water used for withdrawal, treatment, transmission and distribution by potable water systems.

(d) "Power production use" means the use of water for steam generation and the use of water for cooling and for replenishment of cooling reservoirs.

(e) "Commercial and industrial process use" means the use of water integral to the production of the primary goods or services provided by a business establishment.

(f) "Diversion and impoundment into non-District facilities" means the diversion or extraction of water into non-District impoundments and delivery systems designed for purposes of, including but not limited to, maintaining control elevations in order to provide for groundwater recharge, and to provide water for reasonable-beneficial uses.

(2) Agriculture.

(a) "Agricultural use" means the use of water for the commercial production of crops or the growing of farm products including but not limited to vegetables, citrus and tropical fruits, pasture, nursery stock, sugar cane, rice and sod.

(b) "Livestock use" means the use of water for drinking by or washing of livestock.

(c) "Aquacultural use" means the use of water for the spawning, cultivating, harvesting or marketing of domesticated fin-fish, shellfish, crustaceans, frogs, turtles, alligators and other aquatic organisms that have a sport or other economic value.

(d) "Soil flooding" means use of water for raising of water levels on agricultural lands for purposes not directly related to crop growth including but not limited to soil preservation crop harvesting and pest control.

(e) "Freeze protection" means the periodic and infrequent use of water to protect agricultural and nursery crops from permanent damage due to low temperatures. This action would be taken in response to forecasts of freezing temperatures by official weather forecasting services.

(3) Nursery/Urban Irrigation/Recreation.

(a) "Nursery use" means the use of water on premises on or in which is nursery stock grown, propagated or held for sale or distribution or sold or reshipped.

(b) "Landscape irrigation – new installation" means the outside watering or sprinkling of shrubbery, trees, lawns, grass, ground covers, plants, vines, gardens and other such flora which have been planted for less than 30 days and are situated in such diverse

locations as residential landscaping, parks, cemeteries, public, commercial and industrial establishments, public medians and rights of way.

(c) "Landscape irrigation – existing installation" means the outside watering or sprinkling of shrubbery, trees, lawns, grass, ground covers, plants, vines, gardens and other such flora which are planted and established and are situated in such diverse locations as residential landscapings, recreation areas, cemeteries, public, commercial and industrial establishments, public medians and rights of way.

(d) "Recreation area use" means the use of water for the maintenance and support of intensive recreational areas such as but not limited to playgrounds, football, baseball, and soccer fields, polo fields, tennis courts, race tracks and school playgrounds.

(e) "Golf course use" means water used to irrigate an establishment designed and used for playing golf.

(f) "Water based recreation use" means water used for public or private spas, swimming pools and wading pools, including water slides. This term does not include pools specifically maintained to provide habitat for aquatic life.

(4) Miscellaneous.

(a) "Cooling and air conditioning use" means the use of water for industrial cooling or for air conditioning.

(b) "Dewatering use" means the removal of water from a specific area to facilitate mining or construction.

(c) "Navigation use" means water discharged from ground or surface sources either to tidewater or to downstream lakes or reaches of rivers or canals for the purpose of permitting or promoting boating activity.

(d) "Other outside uses" means the use of water outdoors for the maintenance, cleaning and washing of structures and mobile equipment including automobiles and the washing of streets, driveways, sidewalks and similar areas.

(e) "Aesthetic use" means the use of water for fountains, waterfalls, and landscape lakes and ponds where such uses are entirely ornamental and decorative and serve no other functional purpose.

(5) The Board may establish such additional use classifications as it deems necessary.

Specific Authority 373.044, 373.113 FS. Law Implemented 373.175, 373.246 FS. History—New 5-31-82, Amended 2-14-91, 8-14-03.

40E-21.671 Method of Withdrawal Classes.

Each water user may be identified by one or more of the following method of withdrawal classes:

(1) Surface waters:

(a) Pump.

(b) Gravity flow.

(2) Ground waters:

(a) Artesian well.

(b) Pumped well.

(c) Infiltration gallery.

Specific Authority 373.044, 373.113 FS. Law Implemented 373.175, 373.246 FS. History—New 5-31-82.

40E-21.691 Surface Water Use Basin Descriptions.

This rule contains descriptions of the boundaries of the surface water use basins listed in Rule 40E-21.631, F.A.C.

(1) Water Conservation Areas/Everglades National Park Water Conservation Areas/Everglades National Park Water Use Basin, described as:

Palm Beach County (See Figure 21-13)

A parcel of land in Palm Beach County bounded as follows:

On the East by the centerlines of South Florida Water Management District's Levee 40 and South Florida Water Management District's Levee 36; On the South by the Palm Beach-Broward County line; On the West by the centerlines of South Florida Water Management District's Levee 6 and South Florida Water Management District's Levee 7; And, on the North by the centerline of South Florida Water Management District's Levee 7 Extension.

Broward County (See Figure 21-12)

Beginning at the intersection of the centerline of South Florida Water Management District's Levee 28 and the Broward-Palm Beach County line; Thence, Easterly along said Broward-Palm Beach County line to the centerline of South Florida Water Management District's Levee 36; Thence, Southerly, Southwesterly, Northwesterly, Southwesterly and Southerly along said centerline of Levee 36 and South Florida Water Management District's Levees 35A, 35, 37 and 33 to the Broward-Dade County line; Thence, Westerly, Northerly and Westerly along said Broward-Dade County line to the Broward-Collier County line; Thence, Northerly along said Broward-Collier County line to the centerline of South Florida Water Management District's Levee 28 Interceptor; Thence, Southeasterly along said centerline of Levee 28 Interceptor to the centerline of South Florida Water Management District's Levee 28; Thence, Northeasterly and Northerly along said centerline of Levee 28 to the Point of Beginning.

Dade County (See Figure 21-11)

All that part of Dade County lying Westerly of the following specifically described line:

Beginning at the intersection of the centerline of South Florida Water Management District's Levee 37 and the Dade-Broward County line; Thence, Southerly and Southwesterly along said centerline of Levee 37 and the centerline of South Florida Water Management District's Levees 30 and 31 North to the North line of Section 2, Township 55 South, Range 38 East; Thence, Westerly along the section lines to the Northwest corner of Section 6, Township 55 South, Range 37 East; Thence, Southerly along the section lines to the Northeast corner of Section 24, Township 57 South, Range 37 East; Thence, Westerly to the Northwest corner of said Section 24; Thence, Southerly along the section lines to the Southwest corner of Section 36, Township 57 South, Range 37 East; Thence, Easterly to the Southeast corner of said Section 36; Thence, Southerly along the section lines to the Southwest corner of Section 7, Township 58 South, Range 38 East; Thence, Easterly along the South line of said Section 7 to the centerline of South Florida Water Management District's Canal 111; Thence, Southeasterly, Southerly and Southeasterly along said centerline of Canal 111 to the centerline of State Road 5 (U. S. Highway 1); Thence, Southerly along said centerline of State Road 5 (U. S. Highway 1) to Florida Bay, the Dade County line and the end of the specifically described line.

Monroe County (See Figure 21-10)

Beginning at the Northeast corner of Monroe County; Thence, Westerly along the Monroe-Collier County line to the Easterly shore of the Gulf of Mexico; Thence, Southerly along said shore to the Monroe-Dade County line; Thence, Northerly along said County line to the Point of Beginning.

Collier County (See Figure 21-25)

All that part of the Everglades National Park lying within Collier County.

(2) Lower East Coast.

(a) Interior Palm Beach County Water Use Basin, described as:

Palm Beach County (See Figure 21-13)

Beginning at the intersection of the centerline of South Florida Water Management District's Levee 8 North Tieback with the Palm Beach-Martin County line; Thence, Easterly along said County line to the centerline of County Road 711; Thence, Southerly along said centerline of County Road 711 to the centerline of State Road 706; Thence, Westerly along said centerline of State Road 706 and its Westerly extension to the West line of Section 33, Township 40 South, Range 40 East; Thence, Southwesterly to the Southwest corner of Section 5, Township 41 South, Range 40 East; Thence, Southwesterly to the Northeast corner of Section 13, Township 41 South, Range 39 East; Thence, Westerly along the section line to the north-south one-quarter section line of said Section 13; Thence, Southerly along said north-south one-quarter section line to the South line of said Section 13; Thence, Southeasterly to the Southwest corner of Section 2, Township 42 South, Range 40 East; Thence, Easterly along the section lines to the Northeast corner of Section 12, Township 42 South, Range 40 East; Thence, Southerly along the section line to the Southeast corner of said Section 12; Thence, Easterly along the section lines to the north-south one-quarter section line of Section 17, Township 42 South, Range 41 East; Thence, Southerly along said north-south one-quarter section line to the South line of said Section 17; Thence, Easterly along the section lines to the Northeast corner of Section 24, Township 42 South, Range 41 East; Thence, Southerly along the section lines to the centerline of State Road 80; Thence, Westerly along said centerline of State Road 80 to the centerline of Folsom Road; Thence, Northerly along said centerline of Folsom Road to the South line of the Northwest one-quarter of Section 22, Township 43 South, Range 41 East; Thence, Easterly along said south line to the Southeast corner of the Northwest one-quarter of said Section 22; Thence, Northerly along the East line of said Northwest one-quarter of Section 22 to the Northeast corner of said Northwest one-quarter of Section 22; Thence, Westerly along the North line of said Section 22 to the Southeast corner of Section 16, Township 43 South, Range 41 East; Thence, Northerly along the section line to the Northeast corner of said Section 16; Thence, Westerly along the section line to the Southeast corner of Section 8, Township 43 South, Range 41 East; Thence, Northerly along the section lines to the centerline of the "M" Canal; Thence, Westerly and Southwesterly along said centerline of the "M" Canal and the centerline of South Florida Water Management District's Levee 8 Tieback Borrow Canal and its Southerly extension to the centerline of South Florida Water Management District's Levee 8; Thence, Northwesterly, Westerly and Northerly along said centerline of Levee 8 and the centerline of Levee 8 North Tieback to the Point of Beginning.

(b) Loxahatchee River Water Use Basin, described as:

Palm Beach County (See Figure 21-13)

Beginning at the intersection of the centerline of County Road 711 and the Palm Beach-Martin County line; Thence, Easterly, Northerly and Easterly along said County line to the centerline of the Loxahatchee River; Thence, Southeasterly along said centerline of the Loxahatchee River to the centerline of the Southwest Fork of the Loxahatchee River; Thence, Southwesterly along said centerline of the Southwest Fork of the Loxahatchee River to the Easterly right of way line of South Florida Water Management District's Canal 18; Thence, Northwesterly along said right of way line to the Northwesterly right of way line of said Canal 18; Thence, Southwesterly along the Northwesterly and Westerly right of way line of said Canal 18 to the North line of Section 19, Township 41 South, Range 42 East; Thence, Westerly along the section lines to the Northwest corner of Section 21, Township 41 South, Range 41 East; Thence, Northerly along the section line to the Southwest corner of Section 9, Township 41 South, Range 41 East; Thence, Easterly along the section line to the north-south one-quarter section line of said Section 9; Thence, Northerly along the north-south one-quarter section lines to the centerline of State Road 706; Thence, Westerly along said centerline of State Road 706 to the centerline of County Road 711; Thence, Northerly along said centerline of County Road 711 to the Point of Beginning.

(c) C-18 Water Use Basin, described as:

Palm Beach County (See Figure 21-13)

Beginning at the intersection of the centerline of County Road 711 and the centerline of State Road 706; Thence, Easterly along said centerline of State Road 706 to the north-south one-quarter section line of Section 4, Township 41 South, Range 41 East; Thence, Southerly along the north-south one-quarter section line to the South line of Section 9, Township 41 South, Range 41 East; Thence, Westerly along the section line to the Northeast corner of Section 17, Township 41 South, Range 41 East; Thence, Southerly along the section line to the Southeast corner of said Section 17; Thence, Easterly along the section lines to the Westerly right of way line of South Florida Water Management District's Canal 18; Thence, Northerly and Northeasterly along said right of way line to the Southwest Fork of the Loxahatchee River; Thence, Southeasterly along said Canal 18 right of way line to the Southeasterly right of way line of said Canal 18; Thence, Southwesterly along said right of way line to the centerline of Florida's Turnpike; Thence, Southeasterly along said centerline of Florida's Turnpike to the West line of Section 15, Township 41 South, Range 42 East; Thence, Southerly along the section lines to the Southeast corner of Section 21, Township 41 South, Range 42 East; Thence, Westerly along the section line to the Southwest corner of said Section 21; Thence, Southerly along the section lines to the centerline of South Florida Water Management District's Canal 18; Thence, Southeasterly along said centerline to the Northeast one-quarter right of way line of the Seaboard Coastline Railroad; Thence, Northwesterly along said Northeasterly right of way line to the West line of Section 7, Township 42 South, Range 42 East; Thence, Southerly along the section lines to the Southeast corner of Section 13, Township 42 South, Range 41 East; Thence, Westerly along the section lines to the north-south one-quarter section line of Section 17, Township 42 South, Range 41 East; Thence, Northerly along said north-south one-quarter section line to the North line of said Section 17; Thence, Westerly along the

section lines to the Southeast corner of Section 12, Township 42 South, Range 40 East; Thence, Northerly along the section line to the Northeast corner of said Section 12; Thence, Westerly along the section lines to the Southwest corner of Section 2, Township 42 South, Range 40 East; Thence, Northwesterly to the Southwest corner of the East one-half of Section 13, Township 41 South, Range 39 East; Thence, Northerly along the West line of the East one-half of said section 13 to the Northwest corner of the East one-half of said Section 13; Thence, Easterly along the section line to the Northeast corner of said Section 13; Thence, Northeasterly to the Northeast corner of Section 7, Township 41 South, Range 40 East; Thence, Northeasterly to the intersection of the West line of Section 33, Township 40 South, Range 40 East with the centerline of State Road 706; Thence Easterly along said centerline of State Road 706 to the Point of Beginning.

(d) North Palm Beach County Water Use Basin, described as:

Palm Beach County (See Figure 21-13)

All that part of Palm Beach County lying Easterly and Northerly of the following specifically described line:

From the Northwest corner of Section 27, Township 40 South, Range 42 East on the Palm Beach-Martin County line bear Easterly along said County line to the centerline of the Loxahatchee River and the Point of Beginning. Thence, Southeasterly along said centerline of the Loxahatchee River to the centerline of the Southwest Fork of the Loxahatchee River; Thence, Southwesterly along said centerline of the Southwest Fork of the Loxahatchee River to the Easterly right of way line of South Florida Water Management District's Canal 18; Thence, Southeasterly along said right of way line to the Southeasterly right of way line of said Canal 18; Thence, Southwesterly along said right of way line to the centerline of Florida's Turnpike; Thence, Southeasterly along said centerline of Florida's Turnpike to the West line of Section 15, Township 41 South, Range 42 East; Thence, Southerly along the section lines to the Southeast corner of Section 21, Township 41 South, Range 42 East; Thence, Westerly along the section line to the Southwest corner of said Section 21; Thence, Southerly along the section lines to the centerline of South Florida Water Management District's Canal 18; Thence, Southeasterly along said centerline to the Northeasterly right of way line of the Seaboard Coastline Railroad; Thence, Southeasterly along said right of way line to the West line of Section 22, Township 42 South, Range 42 East; Thence, Southerly along the section lines to the Northeast corner of the Southeast one-quarter of Section 4, Township 43 South, Range 42 East and the Corporate City Limit Line of the City of West Palm Beach; Thence, Easterly along said Corporate City Limit Line and along the Northerly Corporate City Limit Line of the Town of Palm Beach to the Westerly shore of the Atlantic Ocean, and the end of the specifically described line.

Martin County (See Figure 21-14)

Beginning at the intersection of the centerline of Country Club Drive with the Martin-Palm Beach County line; Thence, Northwesterly along said centerline to the North line of the South one-half of the Northwest one-quarter of the Southwest one-quarter of the Southwest one-quarter of Section 23, Township 40 South, Range 42 East; Thence, Westerly along said line and along the North line of the South one-half of the North one-half of the South one-half of the Southeast one-quarter of Section 22, Township 40 South, Range 42 East, to the centerline of the Loxahatchee River; Thence,

Northwesterly along said centerline to the north line of the South one-half of the North one-half of the Southeast one-quarter of said Section 22; Thence, Easterly along said line to the centerline of said Country Club Drive; Thence, Northwesterly along said centerline to the West line of the East one-quarter of the Northeast one-quarter of said Section 22; Thence, Northerly along said West line to the Northwest corner of the Southeast one-quarter of the Northeast one-quarter of said Section 22; Thence, Easterly along the one-quarter one-quarter section lines to the Northeast corner of the Southwest one-quarter of the Northwest one-quarter of Section 23, Township 40 South, Range 42 East; Thence, Southerly along the East line of said Southwest one-quarter of the Northwest one-quarter of Section 23 to the South line of the North one-half of said Section 23; Thence, Easterly along said line to the centerline of the North Fork of the Loxahatchee River; Thence, Southeasterly along said centerline to the Martin-Palm Beach County line; Thence, Westerly along said County line to the Point of Beginning.

And also;

All the South one-half of the Southeast one-quarter of Section 24, Township 40 South, Range 42 East; And the Southeast one-quarter of the Southwest one-quarter of said Section 24; And the West three-quarters of the Southwest one-quarter of the Southwest one-quarter of Section 19, Township 40 South, Range 43 East.

(e) M Canal Water Use Basin, described as:

Palm Beach County (See Figure 21-13)

All the lands lying within the Corporate Limits of the Town of Palm Beach and the City of West Palm Beach.

(f) Water Conservation Area 1/West Palm Beach Canal Water Use Basin, described as:

Broward County (See Figure 21-12)

All that part of Broward County lying Easterly and Northerly of the following specifically described line:

Beginning at the intersection of the Broward-Palm Beach County line and the centerline of South Florida Water Management District's Levee 36; Thence, Southerly along said centerline of Levee 36 to the centerline of South Florida Water Management District's Canal 14 (Cypress Creek); Thence, Easterly, Southerly, Southeasterly and Northeasterly along said centerline of Canal 14 (Cypress Creek) to the centerline of the Intracoastal Waterway; Thence, East to the Atlantic Ocean and the end of the specifically described line.

Palm Beach County (See Figure 21-13)

Beginning at the intersection of the centerline of South Florida Water Management District's Levee 36 and the Palm Beach-Broward County line; Thence, Easterly along said County line to the Westerly shore of the Atlantic Ocean; Thence, Northerly along said shoreline to the South Palm Beach-Town of Palm Beach Corporate Limits; Thence, Westerly and Northerly along said Town of Palm Beach Corporate Limits to the Corporate Limits of the City of Lake Worth; Thence, Easterly and Northerly along said Corporate Limits of the City of Lake Worth to the Corporate Limits of the Town of Palm Beach; Thence, Westerly and Northerly along the Corporate Limits of the Town of Palm Beach to the Corporate Limits of the City of West Palm Beach; Thence, Westerly, Northerly and Westerly along said Corporate Limits to the Northwest corner of Section 19, Township 43 South, Range 42 East; Thence, Southerly along the section lines to

the centerline of State Road 80; Thence, Westerly along said centerline of State Road 80 to the centerline of Folsom Road; Thence, Northerly along said centerline of Folsom Road to the South line of the Northwest one-quarter of Section 22, Township 43 South, Range 41 East; Thence, Easterly along said South line to the Southeast corner of the Northwest one-quarter of said Section 22; Thence, Northerly along the East line of said Northwest one-quarter of Section 22 to the Northeast corner of said Northwest one-quarter of Section 22; Thence, Westerly along the North line of said Section 22 to the Southeast corner of Section 16, Township 43 South, Range 41 East; Thence, Northerly along the section line to the Northeast corner of said Section 16; Thence, Westerly along the section line to the Southeast corner of Section 8, Township 43 South, Range 41 East; Thence, Northerly along the section lines to the centerline of the "M" Canal; Thence, Westerly and Southwesterly along said centerline of the "M" Canal and the centerline of South Florida Water Management District's Levee 8 Tieback Borrow Canal and its Southerly extension to the centerline of South Florida Water Management District's Levee 8; Thence, Southerly, Southeasterly and Southerly along said centerline of Levee 8 and the centerlines of South Florida Water Management District's Levees 40 and 36 to the Point of Beginning.

(g) Water Conservation Area 2 Water Use Basin, described as:

Broward County (See Figure 21-12)

Beginning at the intersection of the centerline of South Florida Water Management District's Canal 14 (Cypress Creek) and the centerline of South Florida Water Management District's Levee 36; Thence, Easterly, Southerly, Southeasterly and Northeasterly along said centerline of Canal 14 (Cypress Creek) to the centerline of the Intracoastal Waterway; Thence, East to the Atlantic Ocean; Thence, Southerly along the Atlantic Ocean to the Fort Lauderdale-Hollywood Corporate Boundary line; Thence, Westerly along said Corporate Boundary line to the centerline of the Intracoastal Waterway; Thence, Northerly along said centerline of the Intracoastal Waterway to the centerline of the New River; Thence, Westerly and Southwesterly along said centerline of the New River and the centerline of the South Fork of the New River to the centerline of the North New River Canal; Thence, Northwesterly along said centerline of the North New River Canal to the Southerly extension of the centerline of South Florida Water Management District's Levee 35A; Thence, Northeasterly and Northerly along said centerline of said Southerly extension and the centerline of South Florida Water Management District's Levees 35A and 36 to the Point of Beginning.

(h) Water Conservation Area 3 Water Use Basin, described as:

Broward County (See Figure 21-12)

All that part of Broward County lying Easterly and Southerly of the following specifically described line:

Beginning at the intersection of the Broward-Dade County line and the centerline of South Florida Water Management District's Levee 33; Thence, Northerly, Northeasterly and Southeasterly along said centerline of Levee 33 and the centerline of South Florida Water Management District's Levees 37 and 35 to the centerline of South Florida Water Management District's Levee 35A; Thence, Southerly along the Southerly extension of said Levee 35A to the centerline of South Florida Water Management District's North New River Canal; Thence, Southeasterly along said centerline of the North New River Canal to the centerline of the South Fork of the New River; Thence, Northeasterly and

Easterly along said centerline of the South Fork of the New River and the New River to the centerline of the Intracoastal Waterway; Thence, Southerly along said centerline of the Intracoastal Waterway to the Fort Lauderdale-Hollywood Corporate Boundary line; Thence, Easterly along said Corporate Boundary line to the Atlantic Ocean and the end of the specifically described line.

Dade County (See Figure 21-11)

All that part of Dade County lying Easterly of the following specifically described line:

Beginning at the intersection of the centerline of South Florida Water Management District's Levee 37 and the Dade-Broward County line; Thence, Southerly along said centerline of Levee 37 and the centerline of South Florida Water Management District's Levees 30 and 31 North to the centerline of South Florida Water Management District's Canal 1 West; Thence, Easterly and Southeasterly along said centerline of Canal 1 West to the East line of Section 11, Township 56 South, Range 39 East; Thence, Southerly along said line to the Southwest corner of Section 12, Township 56 South, Range 39 East; Thence, Easterly to the Southeast corner of said Section 12; Thence, Southerly along the West line of Section 18, Township 56 South, Range 40 East to the South line of the North one-half of said Section 18; Thence, Easterly along the one-quarter section lines to the centerline of State Road 821; Thence, Southerly along said centerline of State Road 821 to the South line of Section 17, Township 56 South, Range 40 East; Thence, Easterly along said section lines to the waters of Biscayne Bay and the end of the specifically described line.

Broward County (See Figure 21-12)

All that part of Broward County lying Easterly and Southerly of the following specifically described line:

Beginning at the intersection of the Broward-Dade County line and the centerline of South Florida Water Management District's Levee 33; Thence, Northerly, Northeasterly and Southeasterly along said centerline of Levee 33 and the centerline of South Florida Water Management District's Levees 37 and 35 to the centerline of South Florida Water Management District's Levee 35A; Thence, Southerly along the Southerly extension of said Levee 35A to the centerline of South Florida Water Management District's North New River Canal; Thence, Southeasterly along said centerline of the North New River Canal to the centerline of the South Fork of the New River; Thence, Northeasterly and Easterly along said centerline of the South Fork of the New River and the New River to the centerline of the Intracoastal Waterway; Thence, Southerly along said centerline of the Intracoastal Waterway to the Fort Lauderdale-Hollywood Corporate Boundary line; Thence, Easterly along said Corporate Boundary line to the Atlantic Ocean and the end of the specifically described line.

(i) South Dade Water Use Basin, described as:

Dade County (See Figure 21-11)

Beginning at the Northwest corner of Section 6, Township 55 South, Range 38 East; Thence, Southerly along the section lines to the Northeast corner of Section 24, Township 58 South, Range 37 East; Thence, Westerly to the Northwest corner of said Section 24; Thence, Southerly along the section lines to the Southwest corner of Section 36, Township 58 South, Range 37 East; Thence, Easterly to the Southeast corner of said Section 36; Thence, Southerly along the section lines to the Southwest corner of Section 7, Township 58 South, Range 38 East; Thence, Easterly along the

section lines to the centerline of South Florida Water Management District's Canal 111; Thence, Southeasterly, Southerly and Southeasterly along said centerline of Canal 111 to the centerline of State Road 5 (U. S. Highway 1); Thence, Southerly along said centerline of State Road 5 (U. S. Highway 1) to the Dade-Monroe County line and Florida Bay; Thence, Northeasterly along the Dade-Monroe County line to the Western shore of Little Card Sound; Thence, Northeasterly and Northerly along the Western shore of Little Card Sound and Biscayne Bay to the south line of Section 14, Township 56 South, Range 40 East; Thence, Westerly along the section lines to the centerline of State Road 821; Thence, Northerly along said centerline of State Road 821 to the South line of the North one-half of Section 17, Township 56 South, Range 40 East; Thence, Westerly along the one-quarter section lines to the Southwest corner of the Northwest one-quarter of said Section 18; Thence, Northerly to the Southeast corner of Section 12, Township 56 South, Range 39 East; Thence, Westerly along the South line of said Section 12 to the Southwest corner of said Section 12; Thence, Northerly along the West line of said Section 12 to the centerline of South Florida Water Management District's Canal 1 West; Thence, Northwesterly and Westerly along said centerline of Canal 1 West to the centerline of South Florida Water Management District's Levee 31 North; Thence, Northerly along said centerline of Levee 31 North to the North line of Section 2, Township 55 South, Range 38 East; Thence, Westerly along the section lines to the Point of Beginning.

Monroe County (See Figure 21-10)

All of the Florida Keys lying within Monroe County.

(3) Lake Okeechobee.

(a) Everglades Agricultural Area Water Use Basin, described as:

Palm Beach County (See Figure 21-13)

Beginning at the intersection of the Palm Beach-Martin County line and the centerline of South Florida Water Management District's Levee D-9; Thence, Easterly along said County line to the centerline of South Florida Water Management District's Levee 8 Tieback; Thence, Southerly along said centerline of Levee 8 Tieback to the centerline of Levee 8; Thence, Easterly, Southeasterly and Southerly along said centerline of Levee 8 to the Easterly extension of the centerline of South Florida Water Management District's Levee 7; Thence, Westerly and Southwesterly along said centerline of Levee 7 and the centerline of South Florida Water Management District's Levee 6 and its Southerly extension to the intersection thereof with the Palm Beach-Broward County line; Thence, Easterly along said Palm Beach-Broward County line to the Palm Beach-Hendry County line; Thence, Northerly along said Palm Beach-Hendry County line to the intersection thereof with the centerline of South Florida Water Management District's Levee D-2; Thence, Southeasterly, Northeasterly and Northerly along said Centerline of Levee D-2 and the centerline of South Florida Water Management District's Levee D-9 to the Point of Beginning.

Glades County (See Figure 21-21)

Beginning at the intersection of the centerline of State Road 25 (U. S. Highway 27) and the Glades-Hendry County line; Thence, Northerly along said centerline of State Road 25 and the Northerly extension thereof to the intersection thereof with the centerline of South Florida Water Management District's Levee D-3; Thence, southeasterly along said centerline of Levee D-3 and the centerline of South Florida Water Management

District's Levee D-1 to the intersection thereof with the Glades-Hendry County line; Thence, Southeasterly and Westerly along said county line to the Point of Beginning.

Hendry County (See Figure 21-24)

Beginning at the intersection of the Easterly right of way line of State Road 25 (U. S. Highway 27) and the Hendry-Glades County line; Thence, Southerly and Easterly along the Easterly and Northerly right of way line of said State Road 25 to the intersection thereof with the Westerly line of Section 12, Township 43 South, Range 33 East; Thence, Southerly along the section lines to the intersection thereof with the Northerly right of way line of South Florida Water Management District's Levee 1; Thence, Easterly and Southerly along said Northerly right of way line and the Easterly right of way line of South Florida Water Management District's Levee 2 and Levee 3 to the Hendry-Palm Beach County line; Thence, Northerly along the Hendry-Palm Beach County line to the intersection thereof with the Southerly right of way line of South Florida Water Management District's Levee D-2; Thence, Northwesterly along said Southerly right of way line of Levee D-2 and along the Southerly right of way line of South Florida Water Management District's Levee D-1 to the intersection thereof with the Hendry-Glades County line; Thence, Southerly and Westerly along said Hendry-Glades County line to the Point of Beginning.

(b) Caloosahatchee River Water Use Basin, described as:

Glades County (See Figure 21-21)

Beginning at the intersection of the centerline of State Road 25 (U. S. Highway 27) and the Glades-Hendry County line; Thence, Westerly, Northerly and Westerly along said county line to the intersection thereof with the centerline of State Road 29; Thence, Northeasterly along said centerline of State Road 29 to the intersection thereof with the centerline of State Road 78; Thence, Easterly and Northeasterly along said centerline of State Road 78 to the intersection thereof with the centerline of State Road 25 (U. S. Highway 27); Thence, Easterly along said centerline of State Road 25 to the intersection thereof with the centerline of South Florida Water Management District's Canal 43; Thence, Northeasterly along said centerline of Canal 43 to Structure 77; Thence, southeasterly along the centerline of South Florida Water Management District's Levee D-3 to the intersection thereof with the Northerly extension of the centerline of State Road 25 (U. S. Highway 27); Thence, Southerly along said centerline of State Road 25 to the Point of Beginning.

Hendry County (See Figure 21-24)

Beginning at the intersection of the Westerly right of way line of State Road 25 (U. S. Highway 27) and the Hendry-Glades County line; Thence, Southerly and Easterly along the Westerly and Southerly right of way line of said State Road 25 to the intersection thereof with the Westerly line of Section 12, Township 43 South, Range 33 East; Thence, Southerly along the section lines to the intersection thereof with the Northeast corner of Section 11, Township 44 South, Range 33 East; Thence, Westerly along the section lines to the Northwest corner of Section 7, Township 44 South, Range 33 East; Thence, Southwesterly to the Southwest corner of Section 12, Township 44 South, Range 32 East; Thence, Westerly along the section lines to the Easterly right of way line of State Road 833; Thence, Southerly along said line to the intersection thereof with the Northerly right of way line of State Road 832; Thence, Westerly along said line to the intersection thereof with the centerline of the Keri Grade; Thence, Southwesterly

along said Keri Grade to the intersection thereof with the West line of Section 11, Township 45 South, Range 31 East; Thence, Southerly along the section lines to the Northeast corner of the South one-half of Section 15, Township 45 South, Range 31 East; Thence, Southwesterly to the Southwest corner of said Section 15; Thence, Westerly along the section lines to the intersection thereof with the centerline of the Seaboard Coastline Railroad; Thence, Southerly along said line to the Hendry-Collier County line; Thence; Westerly along said Countyline to the Southeast corner of Section 36, Township 45 South, Range 28 East; Thence, Northerly along the section lines to the Southeast corner of Section 24, Township 45 South, Range 28 East; Thence Northwesterly to the Northwest corner of the East one-half of Section 24, Township 45 South, Range 28 East; Thence, Westerly along the centerline of Church Road to the Southeast corner of Section 17, Township 45 South, Range 28 East; Thence, Northwesterly to the Northeast corner of the Southwest one-quarter of said Section 17; Thence, Southerly along the section lines to the Northwest corner of the south one-half of Section 29, Township 45 South, Range 28 East; Thence, Southeasterly to the Southeast corner of Section 32, Township 45 South, Range 28 East and the Hendry-Collier County line; Thence, Westerly along said Hendry-Collier County line to the Hendry-Lee County line; Thence, Northerly along said County line to the centerline of State Road 78; Thence, Easterly, Northerly, Easterly and Northerly along said line to the intersection thereof with the Hendry-Glades County line; Thence, Easterly along said line to the Point of Beginning.

Lee County (See Figure 21-23)

Beginning at the intersection of the centerline of U. S. Highway 41 (Cleveland Avenue) with the centerline of North Airport Road; Thence, Southerly along the centerline of U. S. Highway 41 to the South line of Section 2, Township 45 South, Range 24 East; Thence, Westerly along said line to the Southwest corner of the Southeast one-quarter of said Section 2; Thence, Northerly to the center of said Section 2; Thence, Westerly along the East-West 1/4 line to the centerline of Sunrise Drive; Thence, Northerly along said centerline to the centerline of Davis Drive; Thence, Westerly along said centerline to the centerline of State Road 867 (McGregor Boulevard); Thence, Northeasterly along said centerline to the centerline of Vesper Drive; Thence, Westerly along said centerline and its Westerly extension to the centerline of the Okeechobee Waterway; Thence, Northeasterly along said centerline to the centerline of State Road 45 (U. S. 41); Thence, Northwesterly along said centerline to the centerline of State Road 78A; Thence, Westerly along said centerline to the centerline of Yellow Fever Creek; Thence, Northwesterly along said centerline to the intersection thereof with the West line of Section 3, Township 44 South, Range 24 East; Thence, Northerly along the section lines to the Southeast corner of Section 16, Township 43 South, Range 24 East; Thence, Westerly along the section line to the Southwest corner of said Section 16; Thence, Northerly along the section lines to the Northwest corner of Section 9, Township 43 South, Range 24 East; Thence, Easterly along the section lines to the Northeast corner of Section 8, Township 43 South, Range 26 East; Thence, Southerly along the section line to the intersection thereof with the centerline of State Road 78; Thence, Easterly along said centerline to the Lee-Hendry County line; Thence, Southerly along said County line to the Southeast corner of Section 36, Township 43 South, Range 27 East; Thence, Westerly along the section lines to the Southwest

corner of Section 32, Township 43 South, Range 27 East; Thence, Northwesterly in a straight line to the Southwest corner of Section 26, Township 43 South, Range 26 East; Thence, Northerly along the section lines to the centerline of the Okeechobee Waterway; Thence, Southwesterly along said centerline to the Northerly extension of the centerline of Prospect Avenue; Thence, Southerly along said centerline to the centerline of Glenwood Avenue; Thence, Easterly along said centerline to the Centerline of State Road 80 B (Ortiz Avenue); Thence, Southerly along said centerline to the centerline of Ballard Road; Thence, Westerly along said centerline to the West line of Section 16, Township 44 South, Range 25 East; Thence, Southerly along said line to the centerline of State Road 82 (Anderson Avenue); Thence, Westerly along said centerline to the center of Ford Street; Thence, Southerly along said centerline to the centerline of Hanson Street; Thence, Westerly along said centerline to the centerline of the Seaboard Coastline Railroad; Thence, Southerly along said centerline to the centerline of North Airport Road; Thence, Westerly along said centerline to the Point of Beginning.

Collier County (See Figure 21-25)

Beginning at the Northwest corner of Section 5, Township 46 South, Range 29 East on the Collier-Hendry County line; Thence, Southerly along the section line to the Southwest corner of said Section 5; Thence, Easterly along the section line to the Southeast corner of said Section 5; Thence, Northerly along the section line to the Northwest corner of the Southwest one-quarter of Section 4, Township 46 South, Range 29 East; Thence, Easterly along the one-quarter section line to the Northeast corner of the Southwest one-quarter of said Section 4; Thence, Southeasterly to the Southeast corner of said Section 4; Thence, Southeasterly to the Southeast corner of Section 10, Township 46 South, Range 29 East; Thence, continue Southeasterly along the extension of said line to the centerline of the Seaboard Coastline Railroad; Thence, Northerly along said centerline of the Seaboard Coastline Railroad to the Collier-Hendry County line; Thence, Westerly along said County line to the Point of Beginning.

(c) St. Lucie River Water Use Basin, described as:

Martin County (See Figure 21-14)

Beginning at the Southeast corner of Section 25, Township 40 South, Range 37 East on the Martin-Palm Beach County line; Thence, Westerly along said County line to the centerline of South Florida Water Management District's Levee D-9; Thence, Northerly along said centerline to the centerline of the Okeechobee Waterway (Canal 44); Thence, Easterly along said centerline to the centerline of South Florida Water Management District's Levee 65; Thence, Northwesterly along said centerline to the South line of the North one-half of Section 22, Township 39 South, Range 37 East; Thence, Easterly along said line to the Southeast corner of the Northeast one-quarter of said Section 22; Thence, Northerly along the section line to the Northwest corner of Section 23, Township 39 South, Range 37 East; Thence, Easterly along the section lines to the Northeast corner of the Northwest one-quarter of Section 20, Township 39 South, Range 38 East; Thence, Southerly along the one-quarter section lines to the center of Section 29, Township 39 South, Range 38 East; Thence, Easterly to the Southeast corner of the Northeast one-quarter of said Section 29; Thence, Southerly along the section line to the Southeast corner of said Section 29; Thence, Westerly along the section line to the Northwest corner of the Northeast one-quarter of the

Northeast one-quarter of Section 32, Township 39 South, Range 38 East; Thence, Southerly along the one-quarter one-quarter section line to the Southwest corner of the Northeast one-quarter of the Northeast one-quarter of said Section 32; Thence, Easterly along the one-quarter one-quarter section line to the Southeast corner of the Northeast one-quarter of the Northeast one-quarter of said Section 32; Thence, Southerly along the section line to the Northeast corner of the Northeast one-quarter of the Southeast one-quarter of said Section 32; Thence, Easterly along the one-quarter section line to the Southeast corner of the Southwest one-quarter of the Northwest one-quarter of Section 33, Township 39 South, Range 38 East; Thence, Northerly along the one-quarter one-quarter section line to the Northeast corner of the Northwest one-quarter of the Northwest one-quarter of said Section 33; Thence, Easterly along the section line to the Northeast corner of said Section 33; Thence, Southerly along the section line to the North line of the South one-half of the Southwest one-quarter of Section 34, Township 39 South, Range 38 East; Thence, Easterly along said line to the Northeast corner of the South one-half of the Southwest one-quarter of said Section 34; Thence, Southerly along the one-quarter section line to the South line of said Section 34; Thence, Easterly along said line to the Southeast corner of said Section 34; Thence, Southerly along the section line to the Southwest corner of the North one-half of the Northwest one-quarter of the Northwest one-quarter of Section 2, Township 40 South, Range 38 East; Thence, Easterly along said line to the Southeast corner of the North one-half of the Northwest one-quarter of the Northwest one-quarter of said Section 2; Thence, Southerly along the one-quarter one-quarter section line to the Northwest corner of the Southeast one-quarter of the Northwest one-quarter of said Section 2; Thence, Easterly along the one-quarter one-quarter section line to the Northeast corner of the Southeast one-quarter of the Northwest one-quarter of said Section 2; Thence, Southerly along the one-quarter section line to the center of said Section 2; Thence, Easterly along the one-quarter section lines to the East one-quarter corner of Section 1, Township 40 South, Range 38 East; Thence, Southerly along the section lines to the North right of way line of the Okeechobee Waterway (Canal 44); Thence, Easterly and Northeasterly along said right of way line to the East line of Section 4, Township 39 South, Range 40 East; Thence, Northerly along the section lines to the Northeast corner of Section 33, Township 39 South, Range 39 East; Thence, Westerly approximately 1.8 miles along the section lines to the centerline of a canal running to the Northwest; Thence, Northwesterly along said centerline to its intersection with the West line of Section 18, Township 39 South, Range 39 East; Thence, Northerly along the section lines to the Northwest corner of Section 6, Township 39 South, Range 39 East; Thence, Easterly along the section lines to the Northwest corner of the Northeast one-quarter of Section 2, Township 39 South, Range 39 East; Thence, Southerly along the one-quarter section line to the Southwest corner of the Southeast one-quarter of Section 11, Township 39 South, Range 39 East; Thence, Easterly along the section lines to the Southeast corner of Section 12, Township 39 South, Range 39 East; Thence, Northerly along the section lines to the Northeast corner of Section 25, Township 38 South, Range 39 East; Thence, Westerly along the section lines to the Southwest corner of Section 23, Township 38 South, Range 39 East; Thence, Northerly along the section line to the Northwest corner of said Section 23; Thence, Easterly along the section lines to the Southeast corner of the Southwest one-quarter of Section 17, Township 38 South, Range 40 East; Thence,

Southerly along the one-quarter Section line to the Southwest corner of the Southeast one-quarter of Section 20, Township 38 South, Range 40 East; Thence, Easterly along the section line to the Southeast corner of said Section 20; Thence, Southerly along the section line approximately 2.5 miles to a canal running to the Southeast; Thence, Southeasterly along the centerline of said canal to the intersection with the North line of the South one-half of Section 15, Township 39 South, Range 40 East; Thence, Easterly along said line approximately 0.6 mile to the centerline of the canal running to the North; Thence, Northerly along said centerline to the North line of the South one-half of Section 10, Township 39 South, Range 40 East; Thence, Easterly along said line to the Southeast corner of the Northeast one-quarter of said Section 10; Thence, Northerly along said section line to the Northwest corner of Section 11, Township 39 South, Range 40 East; Thence, Easterly along the section line to the Southeast corner of Tract 61, Section 2, Township 39 South, Range 40 East, Palm City Farms, as recorded in Plat Book 1, Page 42, Palm Beach County, Florida, Public Records; Thence, Northerly along the East line of said Tract 61 to the Northeast corner thereof; Thence, Westerly along the Tract lines to the centerline of Hog Creek; Thence, Northeasterly along said centerline to the East line of Tract 51, of said Plat; Thence, Northerly along said Tract line to the Southeast corner of Tract 46; Thence, Westerly along the South line of said Tract to the Southwest corner thereof; Thence, Northerly along the West line of said Tract to the Northwest corner thereof; Thence, Easterly along the North line of Tracts 46 and 47 to the Westerly line of St. Lucie Inlet Farms, as recorded in Plat Book 1, page 98, Palm Beach County, Florida, Public Records; Thence, Northerly along said Westerly line to the North line of said Plat; Thence, Northeasterly along said Northerly line to the West line of Tract 11, Commissioners Plat of the Miles or Hanson Grant, as recorded in Plat Book 1, Page 11, Palm Beach County, Florida, Public Records; Thence, Northwesterly along said Tract line to the North line of said Plat; Thence, Northeasterly along said North line to the Westerly right of way line of Florida's Turnpike; Thence, Southeasterly along said right of way line to the Northwesterly right of way line of the Okeechobee Waterway (Canal 44); Thence, Southwesterly along said right of way line to the South line of Section 12, Township 39 South, Range 40 East; Thence, Westerly along the section lines to the Northwest corner of Section 14, Township 39 South, Range 40 East; Thence, Southerly along the West line of said Section 14, to the South line of the North one-half of the North one-half of said Section 14; Thence, Easterly along said line to the Southeasterly right of way line of the Okeechobee Waterway (C-44); Thence, Northeasterly along said right of way line to the North line of Section 13, Township 39 South, Range 40 East; Thence, Easterly along said line to the Northeast corner of the Northwest one-quarter of said Section 13; Thence, Southerly along the one-quarter section line to the center of said Section 13; Thence, Easterly along the one-quarter section lines to the West line of the East one-half of the Northeast one-quarter of Section 18, Township 39 South, Range 41 East; Thence, Northerly along said West line to the North line of the South one-half of the Northeast one-quarter of the Northeast one-quarter of said Section 18; Thence, Easterly along said line and along the North line of the South one-half of the North one-half of the Northwest one-quarter of Section 17, Township 39 South, Range 41 East; to the East line of said Northwest one-quarter; Thence, Southerly along said East line to the center of said Section 17; Thence, Westerly along the South line of the Northwest one-quarter of said Section 17

to the Southwest corner of said Northwest one-quarter; Thence, Southerly along the section line to the Southwest corner of said Section 17; Thence, Easterly along the South line of said Section 17 to the Northeast corner of the Northwest one-quarter of Section 20, Township 39 South, Range 41 East; Thence, Southerly along the one-quarter section line to the center of said Section 20; Thence, Easterly along the one-quarter section lines to the East line of the West one-half of the Southwest one-quarter of Section 22, Township 39 South, Range 41 East; Thence, Southerly along said line to the South line of said Section 22; Thence, Westerly along the section lines to the Northwest corner of the Northeast one-quarter of Section 28, Township 39 South, Range 41 East; Thence, Southerly along the one-quarter section lines to the Southeast corner of the Southwest one-quarter of Section 33, Township 39 South, Range 41 East; Thence, Westerly along the section lines to the Northeast corner of the Northwest one-quarter of Section 6, Township 40 South, Range 41 East; Thence, Southerly along the one-quarter section line to the Northeast corner of the Northwest one-quarter of Section 7, Township 40 South, Range 41 East; Thence, Westerly along the section lines to the Northeast corner of the Northwest one-quarter of Section 10, Township 40 South, Range 40 East; Thence, Southerly along the one-quarter section lines approximately 2.0 miles to the centerline of a levee running to the Northwest; Thence, Northwesterly along said centerline to the West line of Section 18, Township 40 South, Range 40 East; Thence, Northerly along the section lines to the centerline of State Road 76; Thence, Southwesterly along said centerline approximately 1.9 miles to a drainage canal running to the Southeast; Thence, Southeasterly along the centerline of said canal to the north-south one-quarter section line of Section 2, Township 40 South, Range 39 East; Thence, Southerly along the one-quarter section lines to the centerline of State Road 710; Thence, Northwesterly along said centerline to the East line of Section 16, Township 40 South, Range 39 East; Thence, Southerly along the section lines to the Southwest corner of the Northwest one-quarter of Section 27, Township 40 South, Range 39 East; Thence, Easterly along the one-quarter section line to the Northwest corner of the Southwest one-quarter of Section 26, Township 40 South, Range 39 East; Thence, Southerly along the section line to the Martin-Palm Beach County line; Thence, Westerly along said County line to the Southeast corner of Section 28, Township 40 South, Range 38 East; Thence, Northerly along the section lines to the Northeast corner of Section 9, Township 40 South, Range 38 East; Thence, Westerly along the section lines to the East line of the West one-half of the East one-half of Section 5, Township 40 South, Range 38 East; Thence, Northerly along said line to the Northwest corner of the Northeast one-quarter of the Northeast one-quarter of said Section 5; Thence, Westerly along the section line to the Northeast corner of the Northwest one-quarter of said Section 5; Thence, Southerly along the one-quarter section line to the Northeast corner of the Northwest one-quarter of Section 8, Township 40 South, Range 38 East; Thence, Westerly to the Northwest corner of said Section 8; Thence, Southerly along the section lines to the Southeast corner of the Northeast one-quarter of Section 18, Township 40 South, Range 38 East; Thence, Westerly along the one-quarter section line to the Northwest corner of the Southwest one-quarter of said section 18; Thence, Southerly along the section lines to the Martin-Palm Beach County line and the Point of Beginning.

(d) Lakeshore Perimeter Water Use Basin, described as:

Glades County (See Figure 21-21)

Beginning at the Northeast corner of Section 1, Township 38 South, Range 33 East in the North boundary line of Glades County; Thence, Southwesterly to the Southwest corner of the Northwest one-quarter of said Section 1; Thence, Southerly along the West line of Sections 1 and 12, Township 38 South, Range 33 East to the Northwest corner of Section 13, Township 38 South, Range 33 East; Thence, Southeasterly to the Southeast corner of said Section 13; Thence, Southeasterly to the southeast corner of Section 19, Township 38 South, Range 34 East; Thence, Southerly to the intersection thereof with the Southerly right of way line of South Florida Water Management District's Levee 59; Thence, Southwesterly along the Southeasterly right of way lines of South Florida Water Management District's Levees 59, 60 and 61 to the intersection thereof with the Southerly right of way line of South Florida Water Management District's Levee 50; Thence, Westerly along said right of way line to the intersection thereof with the East line of Section 26, Township 40 South, Range 31 East; Thence, Southerly along the section lines to the intersection thereof with the North right of way line of South Florida Water Management District's Levee D-3; Thence, Westerly and Southwesterly along said right of way line of Levee D-3 and the Northwesterly right of way line of South Florida Water Management District's Levee 43 and its Southerly extension to the intersection thereof with the centerline of State Road 25 (U. S. Highway 27); Thence, Southeasterly and Easterly along said centerline of State Road 25 to the intersection thereof with the centerline of South Florida Water Management District's Canal 43; Thence, Northeasterly along said centerline of Canal 43 to Structure 77; Thence, Northwesterly and Northerly along the centerline of Levee D-3 to the intersection thereof with the centerline of State Road 78; Thence, Northerly along said centerline of State Road 78 to the intersection thereof with the centerline of South Florida Water Management District's Levee 50; Thence, Northeasterly along the centerline of said Levee 50 and South Florida Water Management District's Levees 49 and 48 and the Northerly extension thereof to the intersection thereof with the Glades-Okeechobee County line; Thence, Northwesterly along said County line to the Glades-Highlands County line; Thence Westerly along said Glades-Highlands County line to the Point of Beginning.

Okeechobee County (See Figure 21-16)

All that part of Okeechobee County lying Northerly of South Florida Water Management District's Levee D-4 and Southerly of the following specifically described line:

Beginning at the intersection of the Okeechobee-St. Lucie County line and the centerline of South Florida Water Management District's Levee 64 Remainder; Thence, Northwesterly along the centerline of said Levee 64 Remainder and the centerline of South Florida Water Management District's Levee 63 South and South Florida Water Management District's Levee 63 North to the West line of Section 32, Township 37 South, Range 36 East; Thence, Southerly along said line to the Southeast corner of the Northeast one-quarter of Section 31, Township 37 South, Range 36 East; Thence, Westerly to the center of said Section 31; Thence, Northerly to the Northeast corner of the Northwest one-quarter of said Section 31; Thence, Westerly to the Northwest corner of said Section 31; Thence, Northerly to the Northeast corner of the Southeast one-quarter of Section 25, Township 37 South, Range 35 East; Thence, Westerly to the Northwest corner of the Southwest one-quarter of said section 25; Thence Northerly

along the section lines to the Northwest corner of section 13, Township 37 South, Range 35 East; Thence, Westerly to the centerline of Hamrick Road; Thence, Northerly along said centerline to the North line of the South one-half of Section 11, Township 37 South, Range 35 East; Thence, Westerly along the one-quarter section lines to the Southwest corner of the Northwest one-quarter of Section 9, Township 37 South, Range 35 East; Thence, Southerly to the Southwest corner of said Section 9; Thence, Westerly along the section lines to the Southwest corner of Section 7, Township 37 South, Range 35 East; Thence, Southerly along the section lines to the Southwest corner of Section 30, Township 37 South, Range 35 East; Thence, Southeasterly to the Southwest corner of Section 32, Township 37 South, Range 35 East; Thence, Southwesterly to the Northwest corner of Section 18, Township 38 South, Range 35 East; Thence, Southerly along the section line to the Okeechobee-Glades County line and the end of the specifically described line.

Palm Beach County (See Figure 21-13)

All that part of Palm Beach County lying lakeward of the centerlines of South Florida Water Management District's Levees D-2 and D-9; Less, however, the waters of Lake Okeechobee.

Martin County (See Figure 21-14)

All that part of Martin County lying Northeasterly of South Florida Water Management District's Levee 47 and Southwesterly of the following specifically described line:

Beginning at the intersection of the centerline of South Florida Water Management District's Levee 64 and the West line of Section 19, Township 38 South, Range 37 East on the Martin-Okeechobee County line; Thence, Southeasterly along said centerline of Levee 64 and the centerline of South Florida Water Management District's Levee 65 and its extension to the centerline of the Okeechobee Waterway (Canal 44); Thence, Westerly along said centerline to Lake Okeechobee and the end of the specifically described line.

(4) Upper East Coast.

(a) St. Lucie County Agricultural Area Water Use Basin, described as:

St. Lucie County (See Figure 21-15)

Beginning at the Northeast corner of Section 1, Township 34 South, Range 38 East on the St. Lucie-Indian River County line; Thence, Southerly along the section lines to the Northwest corner of Section 19, Township 34 South, Range 39 East; Thence, Easterly along the section lines to the north-south one-quarter section line of said Section 19; Thence, Southerly along the north-south one-quarter section lines to the centerline of State Road 68; Thence, Easterly along said centerline of State Road 68 to the East section line of Section 7, Township 35 South, Range 39 East; Thence, Southerly along the section line to the Northwest corner of Section 17, Township 35 South, Range 39 East; Thence, Easterly along the section line to the north-south one-quarter section line of said Section 17; Thence, Southerly along the north-south one-quarter section lines to the Northwest corner of the Southeast one-quarter of said Section 29; Township 35 South, Range 39 East; Thence, Easterly to the Northeast corner of the Southeast one-quarter of said section 29; Thence, Southerly along the section lines to the Southeast corner of Section 5, Township 36 South, Range 39 East; Thence, Westerly along the section lines to the north-south one-quarter section line of Section 7, Township 36 South, Range 39 East; Thence, Southerly along the north-south one-quarter section

lines to the South line of Section 18, Township 36 South, Range 39 East; Thence, Easterly along the section lines to the Northeast corner of Section 22, Township 36 South, Range 39 East; Thence, Southerly along the section lines to the Northwest corner of Section 25, Township 36 South, Range 39 East; Thence, Southeasterly to the Southeast corner of said Section 25; Thence, Southerly along the section lines to the Southeast corner of Section 35, Township 37 South, Range 39 East on the St. Lucie-Martin County line; Thence, Westerly along said St. Lucie-Martin County line to the Southeast corner of Section 33, Township 37 South, Range 37 East; Thence, Northerly along the section line to the Northeast corner of said Section 33; Thence, Westerly along the section line to the Northwest corner of said Section 33; Thence, Northerly along the section lines to the Northeast corner of Section 17, Township 37 South, Range 37 East; Thence, Westerly along the section lines to the Northwest corner of Section 18, Township 37 South, Range 37 East on the St. Lucie-Okeechobee County line; Thence, Northerly along said St. Lucie-Okeechobee County line to the St. Lucie-Indian River County line; Thence, Easterly along said St. Lucie-Indian River County line to the Point of Beginning.

Okeechobee County (See Figure 21-16) All that part of Okeechobee County lying Easterly of the following specifically described line:

Beginning at the Southeast corner of Section 1, Township 34 South, Range 36 East and the Okeechobee-St. Lucie County line; Thence, Westerly along the section lines to the Northwest corner of Section 10, Township 34 South, Range 36 East; Thence, Southerly to the Northeast corner of Section 16, Township 34 South, Range 36 East; Thence, Westerly along the section lines to the Northwest corner of Section 18, Township 34 South, Range 36 East; Thence, Southerly to the Northeast corner of Section 13, Township 34 South, Range 35 East; Thence, Westerly to the Northwest corner of said Section 13; Thence, Southerly along the section lines to the Southwest corner of Section 36, Township 34 South, Range 35 East; Thence, Westerly along the section lines to the centerline of State Road 15 (U. S. Highway 441); Thence, Southerly along said centerline to the North line of the South one-half of Section 15; Township 35 South, Range 35 East; Thence, Easterly along the one-quarter section lines to the center of Section 13, Township 35 South, Range 35 East; Thence, Southerly to the Southwest corner of the Southeast one-quarter of Section 25, Township 35 South, Range 35 East; Thence, Easterly to the Southeast corner of said Section 25; Thence, Southeasterly to the Northeast corner of Section 6, Township 36 South, Range 36 East; Thence, Southerly along the section lines to the Southwest corner of Section 8, Township 36 South, Range 36 East; Thence, Easterly to the Southeast corner of said Section 8; Thence, Southeasterly to the Southeast corner of Section 16, Township 36 South, Range 36 East; Thence, Southerly to the Southwest corner of Section 22, Township 36 South, Range 36 East; Thence, Southeasterly to the Southeast corner of Section 27, Township 36 South, Range 36 East; Thence, Southerly along the section lines to the Southwest corner of Section 2, Township 37 South, Range 36 East; Thence, Easterly along the section lines to the Okeechobee-St. Lucie County line and the end of the specifically described line.

Martin County (See Figure 21-14) Beginning at the Northwest corner of Section 3, Township 38 South, Range 37 East on the Martin-St. Lucie County line; Thence, Southerly along the section lines to the Southwest corner of Section 10, Township 38

South, Range 37 East; Thence, Easterly along the section lines to the Southeast corner of Section 11, Township 38 South, Range 37 East; Thence, Southerly along the section lines to the Southwest corner of Section 13, Township 38 South, Range 37 East; Thence, Easterly along the section lines to the Southeast corner of Section 14, Township 38 South, Range 39 East; Thence, Northerly along the section lines to the Martin-St. Lucie County line; Thence, Westerly along the said County line to the Point of Beginning.

(b) Coastal St. Lucie County Water Use Basin, described as:

St. Lucie County (See Figure 21-15)

All that part of St. Lucie County lying Easterly and Northerly of the following specifically described line:

Beginning at the Northeast corner of Section 1, Township 34 South, Range 38 East on the St. Lucie-Indian River County line; Thence, Southerly along the section lines to the Northwest corner of Section 19, Township 34 South, Range 39 East; Thence, Easterly along the section line to the north-south one-quarter section line of said Section 19; Thence, Southerly along the north-south one-quarter section lines to the centerline of State Road 68; Thence, Easterly along said centerline of State Road 68 to the East section line of Section 7, Township 35 South, Range 39 East; Thence, Southerly along the section line to the Northwest corner of Section 17, Township 35 South, Range 39 East; Thence, Easterly along the section line to the north-south one-quarter section line of said Section 17; Thence, Southerly along the north-south one-quarter section lines to the Northwest corner of the Southeast one-quarter of Section 29, Township 35 South, Range 39 East; Thence, Easterly to the Northeast corner of the Southeast one-quarter of said Section 29; Thence, Southerly along the section lines to the centerline of State Road 712; Thence, Easterly along said centerline of State Road 712 to the centerline of State Road 5 (U. S. Highway 1); Thence, Southerly along said centerline of State Road 5 (U. S. Highway 1) to the South line of Section 10, Township 36 South, Range 40 East; Thence, Easterly along the section lines and its Easterly extension to the centerline of the Intracoastal Waterway; Thence, Southeasterly along said centerline of the Intracoastal Waterway to the St. Lucie-Martin County line; Thence, Easterly along said St. Lucie-Martin County line to the Atlantic Ocean and the end of the specifically described line.

(c) Port St. Lucie Water Use Basin, described as:

St. Lucie County (See Figure 21-15)

Beginning at the Southeast corner of Section 35, Township 37 South, Range 39 East on the St. Lucie-Martin County line; Thence, Northerly along the section lines to the Southeast corner of Section 25, Township 36 South, Range 39 East; Thence, Northwesterly to the Northwest corner of said Section 25; Thence, Northerly along the section lines to the Northeast corner of Section 22, Township 36 South, Range 39 East; Thence, Westerly along the section lines to the north-south one-quarter section line of Section 18, Township 36 South, Range 39 East; Thence, Northerly along the north-south one-quarter section lines to the North line of Section 7, Township 36 South, Range 39 East; Thence, Easterly along the section lines to the Southeast corner of Section 5, Township 36 South, Range 39 East; Thence, Northerly along the section line to the center line of State Road 712; Thence, Easterly along said centerline of State Road 712 to the centerline of State Road 5 (U. S. Highway 1); Thence, Southerly along

said centerline of State Road 5 (U. S. Highway 1) to the South line of Section 10, Township 36 South, Range 40 East; Thence, Easterly along the section lines and its Easterly extension to the centerline of the Intracoastal Waterway; Thence, Southeasterly along said centerline of the Intracoastal Waterway to the St. Lucie-Martin County line; Thence, Westerly, Southerly and Westerly along said County line to the Point of Beginning.

(d) Northwest Martin County Water Use Basin, described as:

Martin County (See Figure 21-14)

Beginning at the Northeast corner of Section 24, Township 38 South, Range 37 East; Thence, Southwesterly to the Southwest corner of Section 34, Township 38 South, Range 37 East; Thence, Southerly along the section line to the Southeast corner of Section 4, Township 39 South, Range 37 East; Thence, Westerly along the section line to the centerline of South Florida Water Management District's Levee 65; Thence, Southeasterly along said centerline to the South line of the North one-half of Section 22, Township 39 South, Range 37 East; Thence, Easterly along said line to the Southeast corner of the Northeast one-quarter of said Section 22; Thence, Northerly to the Northwest corner of Section 23, Township 39 South, Range 37 East; Thence, Easterly along the section lines to the Northeast corner of the Northwest one-quarter of Section 20, Township 39 South, Range 38 East; Thence, Southerly along the one-quarter section lines to the center of Section 29, Township 39 South, Range 38 East; Thence, Easterly to the Southeast corner of the Northeast one-quarter of said Section 29; Thence, Southerly along the section line to the Southeast corner of said Section 29; Thence Westerly along the section line to the Northwest corner of the Northeast one-quarter of the Northeast one-quarter of Section 32, Township 39 South, Range 38 East; Thence, Southerly along the one-quarter one-quarter section line to the Southwest corner of the Northeast one-quarter of the Northeast one-quarter of said Section 32; Thence, Easterly along the one-quarter one-quarter section line to the Southeast corner of the Northeast one-quarter of the Northeast one-quarter of said Section 32; Thence, Easterly along the one-quarter section line to the Southeast corner of the Southwest one-quarter of the Northwest one-quarter of Section 33, Township 39 South, Range 38 East; Thence, Northerly along the one-quarter one-quarter section line to the Northeast corner of the Northwest one-quarter of the Northwest one-quarter of said Section 33; Thence, Easterly along the section line to the Northeast corner of said Section 33; Thence, Southerly along the section line to the North line of the South one-half of the Southwest one-quarter of Section 34, Township 39 South, Range 38 East; Thence, Easterly along said line to the Northeast corner of the South one-half of the Southwest one-quarter of said Section 34; Thence, Southerly along the one-quarter section line to the South line of said Section 34; Thence, Easterly along said line to the Southeast corner of said Section 34; Thence, Southerly along the section line to the Southwest corner of the North one-half of the Northwest one-quarter of the Northwest one-quarter of Section 2, Township 40 South, Range 38 East; Thence, Easterly along said line to the Southeast corner of the North one-half of the Northwest one-quarter of the Northwest one-quarter of said Section 2; Thence, Southerly along the one-quarter one-quarter section line to the Northwest corner of the Southeast one-quarter of the Northwest one-quarter of said Section 2; Thence, Easterly along the one-quarter one-quarter section line to the Northeast corner of the Southeast one-quarter of the

Northwest one-quarter of said Section 2; Thence, Southerly along the one-quarter section line to the center of said Section 2; Thence, Easterly along the one-quarter section lines to the East one-quarter corner of Section 1, Township 40 South, Range 38 East; Thence, Southerly along the section lines to the North right of way line of Okeechobee Waterway (Canal 44); Thence, Easterly and Northeasterly along said right of way line to the East line of Section 4, Township 39 South, Range 40 East; Thence, Northerly along the section lines to the Northeast corner of Section 33, Township 39 South, Range 39 East; Thence, Westerly approximately 1.8 miles along the section lines to the centerline of a canal running to the Northwest; Thence, Northwesterly along said centerline to its intersection with the West line of Section 18, Township 39 South, Range 39 East; Thence, Northerly along the section lines to the Northwest corner of Section 6, Township 39 South, Range 39 East; Thence, Easterly along the section lines to the Northwest corner of the Northeast one-quarter of Section 2, Township 39 South, Range 39 East; Thence, Southerly along the one-quarter section line to the Southwest corner of the Southeast one-quarter of Section 11, Township 39 South, Range 39 East; Thence, Easterly along the section lines to the Southeast corner of Section 12, Township 39 South, Range 39 East; Thence, Northerly along the section lines to the Northeast corner of Section 25, Township 38 South, Range 39 East; Thence, Westerly along the section lines to the Southwest corner of Section 23, Township 38 South, Range 39 East; Thence, Northerly along the section line to the Northwest corner of said Section 23; Thence, Westerly along the section lines to the Point of Beginning.

(e) South Coastal Martin County Water Use Basin, described as:

Martin County (See Figure 21-14)

Beginning at the intersection of the centerline of State Road 5 (U. S. Highway 1) with the centerline of Cove Road; Thence, Southwesterly along the centerline of Cove Road to the centerline of Florida's Turnpike; Thence, Northwesterly along said centerline to the Southeasterly right of way line of the Okeechobee Waterway (C-44); Thence, Southwesterly along said right of way line to the South line of Section 12, Township 39 South, Range 40 East; Thence, Westerly along the section lines to the Northwest corner of Section 14, Township 39 South, Range 40 East; Thence, Southerly along the West line of said Section 14, to the South line of the North one-half of the North one-half of said Section 14; Thence, Easterly along said line to the Southeasterly right of way line of the Okeechobee Waterway (C-44); Thence, Northeasterly along said right of way line to the South line of the North one-half of the Northwest one-quarter of the Northwest one-quarter of Section 13, Township 39 South, Range 40 East; Thence, Easterly along said line to the West line of the Northeast one-quarter of the Northwest one-quarter of said Section 13; Thence, Northerly along said line to the Northwest corner of said Northeast one-quarter of the Northwest one-quarter of said Section 13; Thence, Easterly along the section line to the Northeast corner of the Northwest one-quarter of said Section 13; Thence, Southerly along the one-quarter section line to the center of said Section 13; Thence, Easterly along the one-quarter section lines to the West line of the East one-half of the Northeast one-quarter of Section 18, Township 39 South, Range 41 East; Thence, Northerly along said line to the North line of the South one-half of the Northeast one-quarter of the Northeast one-quarter of said Section 18; Thence, Easterly along said line and along the North line of the South one-half of the North one-half of the Northwest one-quarter of Section 17, Township 39 South, Range 41 East to

the East line of said Northwest one-quarter; Thence, Southerly along said East line to the center of said Section 17; Thence, Westerly along the South line of the Northwest one-quarter of said Section 17 to the Southwest corner of said Northwest one-quarter; Thence, Southerly along the section line to the Southwest corner of said Section 17; Thence, Easterly along the South line of said Section 17 to the intersection with the centerline of State Road 711; Thence, Southerly along said centerline to the South line of the Northeast one-quarter of Section 20, Township 39 South, Range 41 East; Thence, Easterly along the one-quarter section lines to the East line of the West one-half of the Southwest one-quarter of Section 22, Township 39 South, Range 41 East; Thence, Southerly along said line to the South line of said Section 22; Thence, Westerly along the section lines to the Northwest corner of the Northeast one-quarter of Section 28, Township 39 South, Range 41 East; Thence, Southerly along the one-quarter section line to the intersection with the centerline of State Road 708; Thence, Easterly along said centerline to the centerline of Powerline Avenue; Thence, Southerly along said centerline to the South line of the North one-half of Section 32, Township 39 South, Range 42 East; Thence, Easterly along said line to the centerline of Flora Avenue; Thence, Northerly along said centerline to the North line of Section 33, Township 39 South, Range 42 East; Thence, Easterly along the section lines to the centerline of the Intracoastal Waterway; Thence, Southerly along said centerline to an Easterly prolongation of the east-west one-quarter section line of Section 1, Township 40 South, Range 42 East; Thence, Easterly along said prolongation to the Westerly shore of the Atlantic Ocean; Thence, Northerly along said shoreline to the centerline of the St. Lucie Inlet; Thence, Westerly along said line to the intersection with the centerline of the Intracoastal Waterway; Thence, Southeasterly along said centerline to the North Boundary line of Gomez Grant; Thence, Southwesterly along said line to the centerline of State Road 5 (U. S. Highway 1); Thence, Northwesterly along said centerline to the Point of Beginning.

(f) North Coastal Martin County Water Use Basin, described as:

Martin County (See Figure 21-14)

Beginning at the Northwest corner of Section 18, Township 37 South, Range 41 East on the Martin-St. Lucie County line; Thence, Southerly along the Martin-St. Lucie County line to the Northwest corner of Section 6, Township 38 South, Range 41 East; Thence, Easterly along the section lines to the centerline of State Road 5 (U. S. Highway 1); Thence, Northerly along said centerline to the North line of Section 32, Township 37 South, Range 41 East; Thence, Easterly along the section lines to the centerline of the Florida East Coast Railway; Thence, Southerly along said centerline to the centerline of the St. Lucie River; Thence, Easterly along said centerline to the Southerly extension of the East line of Section 34, Township 37 South, Range 41 East; Thence, Northerly along the section lines to the centerline of Palmer Street; Thence, Easterly along said centerline and its Easterly extension to the centerline of the Intracoastal Waterway; Thence, Northwesterly along said centerline to the Martin-St. Lucie County Line; Thence, Westerly along said line to the Point of Beginning.

(g) West Coastal Martin County Water Use Basin, described as:

Martin County (See Figure 21-14)

Beginning at the Northeast corner of Section 1, Township 38 South, Range 40 East, on the Martin-St. Lucie County line; Thence, Westerly along the section lines to the

Northwest corner of Section 1, Township 38 South, Range 39 East; Thence, Southerly along the section lines to the Southwest corner of Section 13, Township 39 South, Range 38 East; Thence, Easterly along the section lines to the Southeast corner of the Southwest one-quarter of Section 17, Township 38 South, Range 40 East; Thence, Southerly along the one-quarter section lines to the Southwest corner of the Southeast one-quarter of Section 20, Township 38 South, Range 40 East; Thence, Easterly along the section line to the Southeast corner of said Section 20, Thence, Southerly along the section lines approximately 2.5 miles to a canal running to the Southeast; Thence, Southeasterly along the centerline of said canal to the intersection with the North line of the South one-half of Section 15, Township 39 South, Range 40 East; Thence, Easterly along said line approximately 0.6 mile to the centerline of a canal running to the North; Thence, Northerly along said centerline to the North line of the South one-half of Section 10, Township 39 South, Range 40 East; Thence, Easterly along said line to the Southeast corner of the Northeast one-quarter of said Section 10; Thence, Northerly along the section line to the Northwest corner of Section 11, Township 39 South, Range 40 East; Thence, Easterly along the section line to the Southeast corner of Tract 61, Section 2, Township 39 South, Range 40 East, Palm City Farms, as recorded in Plat Book 6, Page 42 of Palm Beach County, Florida, Public Records; Thence, Northerly along the East line of said Tract 61 to the Northeast corner of said Tract 61; Thence, Westerly along the Tract lines to the centerline of Hog Creek; Thence, Northeasterly along said centerline to the East line of Tract 51 of said Plat; Thence, Northerly along said Tract line to the Southeast corner of Tract 46; Thence, Westerly along the South line of said Tract to the Southwest corner of said Tract 46; Thence, Northerly along the West line of said Tract to the Northwest corner of said Tract 46; Thence, Easterly along the North line of Tracts 46 and 47 to the Westerly line of St. Lucie Inlet Farms, as recorded in Plat Book 1, Page 98, Palm Beach County, Florida, Public Records; Thence, Northwesterly along said Westerly line to the North line of said Plat; Thence, Northeasterly along said Northerly line to the West line of Tract 11, Commissioners Plat of the Miles or Hanson Grant, as recorded in Plat Book 1, Page 11, Palm Beach County, Florida, Public Records; Thence, Northwesterly along said Tract line to the North line of said Plat; Thence, Northeasterly along said North line to the Westerly right of way line of Florida's Turnpike; Thence, Southeasterly along said right of way line to the centerline of Cove Road; Thence, Northeasterly along said centerline to the centerline of State Road 5, (U. S. Highway 1); Thence Northwesterly along said centerline to the centerline of Indian Street; Thence, Southwesterly along said centerline to the centerline of State Road 76; Thence, Northerly along said centerline to the North boundary line of Hanson Grant; Thence, Westerly along said line to the centerline of the South Fork of the St. Lucie River; Thence, Northerly along said centerline to the centerline of State Road 5 (U. S. Highway 1); Thence, Northerly along said centerline to the North line of Section 5, Township 38 South, Range 41 East; Thence, Westerly along the section lines to the Point of Beginning.

(h) Stuart Peninsula Water Use Basin, described as:

Martin County (See Figure 21-14)

Beginning at the intersection of the centerline of State Road 5 (U. S. Highway 1) with the centerline of Cove Road; Thence, Northwesterly along the centerline of State Road 5 (U. S. Highway 1) to the centerline of Indian Street; Thence, Southwesterly along said

centerline to the centerline of State Road 76; Thence, Northerly along said centerline to the North Boundary Line of Hanson Grant; Thence, Westerly along said line to the centerline of the South Fork of the St. Lucie River; Thence, Northerly along said centerline to the centerline of State Road 5 (U. S. Highway 1); Thence, Northerly along said centerline to the North line of Section 32, Township 37 South, Range 41 East; Thence, Easterly along the section lines to the centerline of the Florida East Coast Railway; Thence, Southerly along said centerline to the centerline of the St. Lucie River; Thence, Easterly along said centerline to the Southerly extension of the centerline of Section 34, Township 37 South, Range 41 East; Thence, Northerly along the section lines to the centerline of Palmer Street; Thence, Easterly along said centerline and its Easterly extension to the centerline of the Intracoastal Waterway; Thence, Northwesterly along said centerline to the Martin-St. Lucie County line; Thence, Easterly along said County line to the Western Shoreline of the Atlantic Ocean; Thence, Southeasterly along said shoreline to the centerline of the St. Lucie Inlet; Thence, Westerly along said line to the intersection with the centerline of the Intracoastal Waterway; Thence, Southeasterly along said centerline to the North Boundary line of Gomez Grant; Thence, Southwesterly along said line to the centerline of State Road 5 (U. S. Highway 1); Thence, Northwesterly along said centerline to the Point of Beginning.

(i) Interior Martin County Water Use Basin, described as:

Martin County (See Figure 21-14)

Beginning at the Southwest corner of Section 26, Township 40 South, Range 39 East on the Martin-Palm Beach County line; Thence, Northerly along the West line of said Section 26 to the Northwest corner of the Southwest one-quarter of said Section 26; Thence, Westerly along the one-quarter section line to the Southwest corner of the Northwest one-quarter of Section 27, Township 40 South, Range 39 East; Thence, Northerly along the section lines to the centerline of State Road 710; Thence, Southeasterly along said centerline to the East line of the West one-half of Section 23, Township 40 South, Range 39 East; Thence, Northerly along the one-quarter section lines to the center of Section 2, Township 40 South, Range 39 East and a canal running to the Northwest; Thence, Northwesterly along the centerline of said canal to the centerline of State Road 76; Thence, Northeasterly along said centerline to the West line of Section 31, Township 39 South, Range 40 East; Thence, Southerly along the section lines to the Northwest corner of Section 18, Township 40 South, Range 40 East; Thence, continue Southerly along the West line of said Section 18 approximately 0.2 mile to the centerline of a levee; Thence, Southeasterly along said centerline to the East line of the West one-half of Section 22, Township 40 South, Range 40 East; Thence, Northerly along the one-quarter section lines to the Northeast corner of the Northwest one-quarter of Section 10, Township 40 South, Range 40 East; Thence, Easterly along the section lines to the Northeast corner of the Northwest one-quarter of Section 7, Township 40 South, Range 41 East; Thence, Northerly along the one-quarter section line to the Northeast corner of the Northwest one-quarter of Section 6, Township 40 South, Range 41 East; Thence, Easterly along the Section lines to the centerline of County Highway 711; Thence, Southerly along said centerline to Martin-Palm Beach County line; Thence, Westerly along said County line to the Point of Beginning.

Also, begin at the Southwest corner of Section 30, Township 40 South, Range 38 East

on the Martin-Palm Beach County line; Thence, Northerly along the section lines to the North line of the South one-half of Section 18, Township 40 South, Range 38 East; Thence, Easterly along the one-quarter section line to the Southeast corner of the Northeast one-quarter of said Section 18; Thence, Northerly along the section lines to the Northwest corner of Section 8, Township 40 South, Range 38 East; Thence, Easterly along the section line to the Northeast corner of the Northwest one-quarter of said Section 8; Thence, Northerly along the one-quarter section lines to the Northeast corner of the Northwest one-quarter of Section 5, Township 40 South, Range 38 East; Thence, Easterly along the section line to the East line of the West one-half of the East one-half of said Section 5; Thence, Southerly along said line to the South line of said Section 5; Thence, Easterly along the section lines to the Northeast corner of Section 9, Township 40 South, Range 38 East; Thence, Southerly along the section lines to the Southeast corner of Section 28; Township 40 South, Range 38 East to the Martin-Palm Beach County line; Thence, Westerly along said County line to the Point of Beginning.

(j) Northwest Loxahatchee River Water Use Basin, described as:

Martin County (See Figure 21-14)

All that part of Martin County lying Southerly and Easterly of the following specifically described line:

Beginning at the centerline of County Highway 711 on the Martin-Palm Beach County line; Thence, Northerly along said centerline to the North line of Section 5, Township 40 South, Range 41 East; Thence, Easterly along the section lines to the Southeast corner of the Southwest one-quarter of Section 33, Township 39 South, Range 41 East; Thence, Northerly along the one-quarter section lines to the centerline of County Highway 708; Thence, Easterly along said centerline to the centerline of Powerline Avenue; Thence, Southerly along said centerline to the South line of the North one-half of Section 32, Township 39 South, Range 42 East; Thence, Easterly along said line to the Centerline of Flora Avenue; Thence, Northerly along said centerline to the North line of Section 33, Township 39 South, Range 42 East; Thence, Easterly along the section lines to the centerline of the Intracoastal Waterway in Hobe Sound; Thence, Southerly along said centerline to an Easterly prolongation of the East-West one-quarter section line of Section 1, Township 40 South, Range 42 East; Thence, Easterly along said Easterly prolongation to the waters of the Atlantic Ocean and the end of the specifically described line.

Less, however, Beginning at the intersection of the centerline of Country Club Drive with the Martin-Palm Beach County line; Thence, Northwesterly along said centerline to the North line of the South one-half of the Northwest one-quarter of the Southwest one-quarter of Section 23, Township 40 South, Range 42 East; Thence, Westerly along said line and along the North line of the South one-half of the North one-half of the South one-half of the Southwest one-quarter of Section 22, Township 40 South, Range 42 East to the centerline of the Loxahatchee River; Thence, Northwesterly along said centerline to the North line of the South one-half of the North one-half of the Southeast one-quarter of said Section 22; Thence, Easterly along said line to the centerline of said Country Club Drive; Thence, Northwesterly along said centerline to the West line of the East one-quarter of the Northeast one-quarter of said Section 22; Thence, Northerly along said West line to the Northwest corner of the Southeast one-quarter of the Northeast one-quarter of said Section 22; Thence,

Easterly along the one-quarter one-quarter section lines to the Northeast corner of the Southwest one-quarter of the Northwest one-quarter of Section 23, Township 40 South, Range 42 East; Thence, Southerly along the East line of said Southwest one-quarter of the Northwest one-quarter of Section 23 to the South line of the North one-half of said Section 23; Thence, Easterly along said line to the centerline of the North Fork of the Loxahatchee River; Thence, Southeasterly along said centerline to the Martin-Palm Beach County line; Thence, Westerly along said County line to the Point of Beginning.

And also;

All the South one-half of the Southeast one-quarter of Section 24, Township 40 South, Range 42 East; And the Southeast one-quarter of the Southwest one-quarter of said Section 24; And the West three-quarters of the Southwest one-quarter of the Southwest one-quarter of Section 19, Township 40 South, Range 43 East.

(5) Kissimmee.

(a) West Chain of Lakes Water Use Basin, described as:

Orange County (See Figure 21-17)

Beginning at the intersection of the centerline of Interstate 4 (State Road 400) with the Orange-Osceola County line; Thence, Westerly along said County line to the Southwest corner of Orange County; Thence Northerly along the Lake-Orange County line, also being the Range line between Ranges 26 and 27 East, to the Northwest corner of Section 18, Township 23 South, Range 27 East; Thence, Easterly along the section lines to the Southwest corner of Section 12, Township 23 South, Range 27 East; Thence, Northerly along the section lines to the Northwest corner of Section 1, Township 23 South, Range 27 East; Thence, Easterly along the Township line between Townships 22 and 23 South to the intersection with the centerline of State Road 435; Thence, Southerly along said centerline to the centerline of Conroy Road; Thence, Westerly along said centerline to the centerline of State Road 439 (Turkey Lake Road); Thence, Southerly along said centerline to the intersection with the centerline of Interstate 4 (State Road 400) in Section 11, Township 24 South, Range 28 East; Thence, Southwesterly along said centerline to the Point of Beginning.

Osceola County (See Figure 21-18) Beginning at the intersection of the centerline of Interstate 4 (State Road 400) with the Osceola-Orange County line; Thence, Southwesterly along said centerline to the Osceola-Polk County line; Thence, Westerly and Northerly along said County line to the Osceola-Orange County line; Thence, Easterly along said County line to the Point of Beginning.

(b) Upper Chain of Lakes Water Use Basin, described as:

Orange County (See Figure 21-17)

Beginning at the intersection of the centerline of Interstate 4 (State Road 400) with the Orange-Osceola County line; Thence, Northeasterly along said centerline to the intersection with the centerline of State Road 439 (Turkey Lake Road) in Section 11, Township 24 South, Range 28 East; Thence, Northerly along said centerline to the centerline of Conroy Road; Thence, Easterly along said centerline to the intersection with the centerline of State Road 435; Thence, Northerly along said centerline to the Northwest corner of Section 6, Township 23 South, Range 28 East; Thence, Northerly along the section lines to the Northwest corner of Section 30, Township 22 South, Range 29 East; Thence, Easterly along the section lines to the Westerly right of way line of U. S. Highway 441; Thence, Southerly along the Westerly right of way line to the

intersection with the Northerly right of way line of State Road 528A; Thence, Easterly along the Northerly right of way line to the intersection with the Northerly right of way line of State Road 528, also known as the Bee Line Expressway; Thence, Easterly along the Northerly right of way line of State Road 528 to the intersection with the Range line between Ranges 31 and 32 East; Thence, Southerly along said Range line to the Orange-Osceola County line; Thence, Westerly along the Orange-Osceola County line to the Point of Beginning.

Polk County (See Figure 21-19)

Beginning at the intersection of the West line of Section 30, Township 31 South, Range 29 East with the centerline of State Road 630; Thence, North along the Range line between Ranges 28 and 29 East; in Townships 32 and 31 South, to the Northwest corner of Section 7, Township 31 South, Range 29 East; Thence, East along the section line to the Northeast corner of Section 7, Township 31 South, Range 29 East; Thence, North along the section lines to the Northwest corner of Section 17, Township 30 South, Range 29 East; Thence, East along the section line to the Northeast corner of the West one-half of Section 17, Township 30 South, Range 29 East; Thence, North along the 1/2-section lines to the Northeast corner of the West one-half of Section 5, Township 30 South, Range 29 East; Thence, West along the section line to the Southwest corner of Section 32, Township 29 South, Range 29 East; Thence, North along the section lines to the Northeast corner of Section 19, Township 29 South, Range 29 East; Thence, West along the South boundaries of Section 18, Township 29 South, Range 29 East and Sections 13, 14, 15, 16 and 17 in Township 29 South, Range 28 East, to the Southwest corner of said Section 17; Thence, North along the section lines to the intersection with the West shoreline of Lake Pierce in Township 29 South, Range 28 East; Thence, Following the West shore of Lake Pierce to its intersection with the West line of Section 5, Township 29 South, Range 28 East; Thence, North along the section line to the Northwest corner of Section 5, Township 29 South, Range 28 East; Thence, East along the Township line to the Southwest corner of Section 33, Township 28 South, Range 28 East; Thence, North along the section line to the Northwest corner of the Southwest one-quarter of the Southwest one-quarter of Section 28, Township 28 South, Range 28 East; Thence, East along the 1/4-section line to the intersection of said 1/4-section line with Lake Pierce; Thence, follow the shoreline Northeasterly to its intersection with the 1/2-section line of Section 28, Township 28 South, Range 28 East; Thence, North on the 1/2-section line to the Northwest corner of the Southeast one-quarter of Section 28, Township 28 South, Range 28 East; Thence, East along the 1/2-section line to the Northeast corner of the Southeast one-quarter of Section 28, Township 28 South, Range 28 East; Thence, South along the section line to the Northwest corner of Section 3, Township 29 South, Range 28 East; Thence, East along the section line to the Northeast corner of Section 3, Township 29 South, Range 28 East; Thence, North along the section line to the Northwest corner of Section 23, Township 28 South, Range 28 East; Thence, West along the section line to the Southwest corner of Section 16, Township 28 South, Range 28 East; Thence, North along the section line to the Northwest corner of Section 16, Township 28 South, Range 28 East; Thence, West along the section line to the Southwest corner of Section 8, Township 28 South, Range 28 East; Thence, North along the section line to the Northwest corner of Section 5, Township 28 South, Range 28 East; Thence, West along

the Township line to the intersection of said Township line with Lake Marion; Thence, following the South shoreline of Lake Marion to its intersection again with said Township line; Thence, West along the Township line to the Southeast corner of Section 36, Township 27 South, Range 27 East; Thence, North along the Range line between Ranges 27 and 28 East to the intersection of said Range line with Lake Marion; Thence, following the West shore of Lake Marion to its intersection again with the Range line between Ranges 27 and 28 East; Thence, North along said Range line, in Townships 27 and 26 South, to the Northwest corner of Township 26 South, Range 28 East; being on the Polk-Osceola County line; Thence, Southeasterly along the Polk-Osceola County line to its intersection with the centerline of State Road 60; Thence, Westerly along said centerline to the centerline of State Road 630; Thence, Southwesterly along said centerline to the Point of Beginning.

Osceola County (See Figure 21-18)

Beginning at the intersection of the centerline of Interstate 4 (State Road 400) with the Osceola-Orange County line; Thence, Easterly along the Osceola-Orange County line, also being the Township line between Townships 24 and 25 South, to the Northeast corner of Section 5, Township 25 South, Range 32 East; Thence, Southerly along the section lines to the Southeast corner of Section 32, Township 25 South, Range 32 East; Thence, Easterly along the Township line between Townships 25 and 26 South to the Northeast corner of Section 1, Township 26 South, Range 32 East; Thence, Southerly along the Range line between Ranges 32 and 33 East to the Southeast corner of Section 36, Township 27 South, Range 32 East; Thence, Westerly along the Township line between Townships 27 and 28 South to the Northeast corner of Section 1, Township 28 South, Range 32 East; Thence, Southerly along the Range line between Ranges 32 and 33 East to the Southeast corner of Section 36, Township 29 South, Range 32 East; Thence, Easterly along the Township line between Townships 29 and 30 South to the Northeast corner of Section 1, Township 30 South, Range 33 East; Thence, Southerly along the Range line between Ranges 33 and 34 East to the Southeast corner of Section 36, Township 30 South, Range 33 East; Thence, Westerly along the Township line between Townships 30 and 31 South to the Northeast corner of Section 4, Township 31 South, Range 33 East; Thence, Southerly along the section lines to the intersection with the centerline of State Road 60; Thence, Northwesterly along said centerline to the Intersection with the Osceola-Polk County line; Thence, Northwesterly along said County line to the intersection with the centerline of Interstate 4 (State Road 400); Thence, Northeasterly along said centerline to the Point of Beginning.

(c) Kissimmee River Valley Water Use Basin, described as:

Orange County (See Figure 21-17)

Beginning at the Southwest corner of County; Thence, Northerly along the Lake-Orange County line, also being the Range line between Ranges 26 and 27 East, to the Northwest corner of Section 18, Township 23 South, Range 27 East; Thence, Easterly along the section lines to the Southwest corner of the Section 12, Township 23 South, Range 27 East; Thence, Northerly along the section lines to the Northwest corner of Section 1, Township 23 South, Range 27 East; Thence, Easterly along the Township line between Townships 22 and 23 South to the Southwest corner of Section 31, Township 22 South, Range 29 East; Thence, Northerly along the Range line between

Ranges 28 and 29 East to the Northwest corner of Section 30, Township 22 South, Range 29 East; Thence, Easterly along the section lines to the Westerly right of way line of U. S. Highway 441; Thence, Southerly along the Westerly right of way line to the intersection with the Northerly right of way line of State Road 528A; Thence, Easterly along the Northerly right of way line to the intersection with the Northerly right of way line of State Road 528, also known as the Bee Line Expressway; Thence, Easterly along the Northerly right of way line of State Road 528 to the intersection with the Range line between Township 23 South, Range 31 East and Township 23 South, Range 32 East; Thence, Southerly along the Range line between Ranges 31 and 32 East to the Orange-Osceola County line; Thence, Westerly along the Orange-Osceola County line to the Point of Beginning.

Osceola County (See Figure 21-18)

Beginning at the Southeast corner of Section 33, Township 32 South, Range 33 East on the Osceola-Okeechobee County line; Thence, Westerly along said County line to the Osceola-Polk County line; Thence, Northwesterly along said County line to the centerline of State Road 60; Thence, Southeasterly along said centerline to the West line of Section 33, Township 31 South, Range 33 East; Thence, Southerly along the section lines to the Point of Beginning.

Polk County (See Figure 21-19)

Beginning at the intersection of the West line of Section 30, Township 31 South, Range 29 East with the centerline of State Road 630; Thence, Northeasterly along said centerline to the centerline of State Road 60; Thence, Easterly along said centerline to the intersection with the Polk-Osceola County line; Thence, Southerly along said County line to the Polk-Okeechobee County line; Thence, Westerly along said County line and along the Polk-Highlands County line to the Southwest corner of Section 31, Township 32 South, Range 29 East; Thence, Northerly along the Range line between Ranges 28 and 29 East, in Townships 31 and 32 South to the Point of Beginning.

Okeechobee County (See Figure 21-16)

All that part of Okeechobee County lying Westerly of the following described line:

Beginning at the Northeast corner of Section 3, Township 33 South, Range 34 East on the Okeechobee-Osceola County line; Thence, Southerly along the section lines to the Southeast corner of Section 34, Township 34 South, Range 34 East; Thence, Easterly to the Southeast corner of Section 35, Township 34 South, Range 34 East; Thence, Southerly to the Southeast corner of Section 2, Township 35 South, Range 34 East; Thence, Westerly along the section lines to the Southwest corner of Section 3, Township 35 South, Range 34 East; Thence, Southerly to the Southwest corner of Section 10, Township 35 South, Range 34 East; Thence, Westerly to the Southwest corner of Section 9, Township 35 South, Range 34 East; Thence, Southerly along the section lines to the centerline of County Highway 68; Thence, Northeasterly along said centerline to the West line of Section 27, Township 35 South, Range 34 East; Thence, Southerly along the section lines to the Southwest corner of Section 34, Township 35 South, Range 34 East; Thence, Easterly to the Southeast corner of said Section 34; Thence, Southerly to the Southwest corner of Section 2, Township 36 South, Range 34 East; Thence, Easterly to the Southeast corner of said Section 2; Thence, Southerly along the section lines to the Southwest corner of Section 24, Township 36 South, Range 34 East; Thence, Easterly to the Southeast corner of said Section 24; Thence,

Southerly along the section lines to the Southwest corner of Section 30, Township 37 South, Range 35 East; Thence, Southeasterly to the Southwest corner of Section 32, Township 37 South, Range 35 East; Thence, Southwesterly to the Northwest corner of Section 18, Township 38 South, Range 35 East; Thence, Southerly along the section line to the Okeechobee-Glades County line and the end of the specifically described line.

Highlands County (See Figure 21-20)

Beginning at the Northeast corner of Highlands County; Thence, Southwesterly, Southerly and Southeasterly along said County line to the Southeast corner of Highlands County; Thence, Westerly along said County line to the Southeast corner of Section 36, Township 37 South, Range 33 East; Thence Northerly along the East line of said Section 36 to the South right of way line of South Florida Water Management District's Canal 41A; Thence, Northwest to the Northeast corner of Section 35, Township 37 South, Range 33 East; Thence, Westerly to the Northwest corner of the Northeast one-quarter of Section 34, Township 37 South, Range 33 East; Thence, Northerly to the Northeast corner of the Southwest one-quarter of Section 22, Township 37 South, Range 33 East; Thence, Northwesterly to the Northwest corner of Section 16, Township 37 South, Range 33 East; Thence, Northerly to the Southeast corner of Section 5, Township 37 South, Range 33 East; Thence, Northwesterly along the section line to the Northwest corner of said Section 5; Thence, Westerly along the section lines to the Northwest corner of Section 6, Township 37 South, Range 32 East; Thence, Northerly along the Range line between Ranges 31 and 32 to the Northeast corner of the South one-half of Section 12, Township 36 South, Range 31 East; Thence, Westerly along the one-quarter section lines to the centerline of State Road 621; Thence, Southwesterly, Southerly and Westerly along said centerline to the Northwest corner of Section 2, Township 37 South, Range 30 East; Thence, Westerly along the Township line to the Southwest corner of Section 34, Township 36 South, Range 30 East; Thence, North along the section line to the Northwest corner of Section 3, Township 36 South, Range 30 East; Thence, West along the Township line to the Southwest corner of Section 31, Township 35 South, Range 30 East; Thence, North along the Range line between Ranges 29 and 30 East through Townships 35, 34 and 33 South to the Northwest corner of Township 33 South, Range 30 East, being on the Highlands-Polk County line; Thence, Easterly along said County line to the Point of Beginning.

(d) Taylor Creek-Nubbin Slough Water Use Basin, described as:

Okeechobee County (See Figure 21-16)

Beginning at the Northeast corner of Section 12, Township 37 South, Range 36 East and the Okeechobee-St. Lucie County line; Thence, Southerly along said line to the centerline of South Florida Water Management District's Levee 64 Remainder; Thence, Northwesterly along the centerline of said Levee 64 Remainder and the centerline of South Florida Water Management District's Levee 63 South and South Florida Water Management District's Levee 63 North to the West line of Section 32, Township 37 South, Range 36 East; Thence, Southerly along said centerline to the Southeast corner of the Northeast one-quarter of Section 31, Township 37 South, Range 36 East; Thence, Westerly to the center of said Section 31; Thence, Northerly to the Northeast corner of the Northwest one-quarter of said Section 31; Thence, Westerly to the Northwest corner of said Section 31; Thence, Northerly to the Northeast corner of the

Southeast one-quarter of Section 25, Township 37 South, Range 35 East; Thence, Westerly to the Northwest corner of the Southwest one-quarter of said Section 25; Thence, Northerly along the section lines to the Northwest corner of Section 13, Township 37 South, Range 35 East; Thence, Westerly to the centerline of Hamrick Road; Thence, Northerly along said centerline to the North line of the South one-half of the West one-half of Section 11, Township 32 South, Range 35 East; Thence, Westerly along the one-quarter section lines to the Northwest corner of the Southwest one-quarter of Section 9, Township 37 South, Range 35 East; Thence, Southerly to the Southwest corner of said Section 9; Thence, Westerly along the section lines to the Southwest corner of Section 7, Township 37 South, Range 35 East; Thence, Northerly along the section lines to the Northwest corner of Section 30, Township 36 South, Range 35 East; Thence, Westerly to the Southwest corner of Section 24, Township 36 South, Range 34 East; Thence, Northerly along the section lines to the Northwest corner of Section 12, Township 36 South, Range 34 East; Thence, Westerly to the Southwest corner of Section 2, Township 36 South, Range 34 East; Thence, Northerly to the Northwest corner of said Section 2; Thence, Westerly to the Southwest corner of Section 34, Township 35 South, Range 34 East; Thence, Northerly to the centerline of County Highway 68; Thence, Southwesterly along said centerline to the West line of Section 33, Township 35 South, Range 34 East; Thence, Northerly along the section lines to the Northwest corner of Section 16, Township 35 South, Range 34 East; Thence, Easterly to the Northeast corner of said Section 16; Thence, Northerly to the Northwest corner of Section 10, Township 35 South, Range 34 East; Thence, Easterly along the section lines to the Northeast corner of Section 11, Township 35 South, Range 34 East; Thence, Northerly to the Northwest corner of Section 1, Township 35 South, Range 34 East; Thence, Easterly along the section lines to the centerline of State Road 15 (U. S. Highway 441); Thence, Southerly along said centerline to the North line of the South one-half of Section 15, Township 35 South, Range 35 East; Thence, Easterly along the one-quarter section lines to the center of Section 13, Township 35 South, Range 35 East; Thence, Southerly to the Southwest corner of the Southeast one-quarter of Section 25, Township 35 South, Range 35 East; Thence, Easterly to the Southeast corner of said Section 25; Thence, Southeasterly to the Northeast corner of Section 6, Township 36 South, Range 36 East; Thence, Southerly along the section lines to the Southwest corner of Section 8, Township 36 South, Range 36 East; Thence, Easterly to the Southeast corner of said Section 8; Thence, Southeasterly to the Southeast corner of Section 16, Township 36 South, Range 36 East; Thence, Southerly to the Southwest corner of Section 22, Township 36 South, Range 36 East; Thence, Southeasterly to the Southeast corner of Section 27, Township 36 South, Range 36 East; Thence, Southerly along the section lines to the Southwest corner of Section 2, Township 37 South, Range 36 East; Thence, Easterly along the section lines to the Okeechobee-St. Lucie County line and the Point of Beginning.

St. Lucie County (See Figure 21-15)

Beginning at the Southwest corner of St. Lucie County; Thence, Northerly along the St. Lucie-Okeechobee County line to the Northwest corner of Section 18, Township 37 South, Range 37 East; Thence, Easterly along the section lines to the Northeast corner of Section 17, Township 37 South, Range 37 East; Thence, Southerly along the section lines to the Northwest corner of Section 33, Township 37 South, Range 37 East;

Thence, Easterly along the section line to the Northeast corner of said Section 33; Thence, Southerly along the section line to the Southeast corner of said Section 33 and the St. Lucie-Martin County line; Thence, Westerly along said County line to the Southwest corner of St. Lucie County and the Point of Beginning.

Martin County (See Figure 21-14)

Beginning at the Northwest corner of Martin County; Thence, Southerly along the Martin-Okeechobee County line to the centerline of South Florida Water Management District's Levee 64; Thence, Southeasterly along said centerline of Levee 64 and the center line of South Florida Water Management District's Levee 65 to the South line of Section 4, Township 39 South, Range 37 East; Thence, Easterly along said section line to the Southeast corner of said Section 4; Thence, Northerly along the East line of said Section 4 to the Northeast corner of said Section 4; Thence, Northeasterly to the Northeast corner of Section 24, Township 38 South, Range 37 East; Thence, Westerly along the section lines to the Southwest corner of Section 13, Township 38 South, Range 37 East; Thence, Northerly along the section line to the Northwest corner of said Section 13; Thence, Westerly along the section lines to the Southwest corner of Section 10, Township 38 South, Range 37 East; Thence, Northerly along the section lines to the Martin-St. Lucie County line; Thence, Westerly along said County line to the Point of Beginning.

(6) Indian Prairie.

(a) Indian Prairie Water Use Basin, described as:

Highlands County (See Figure 21-20)

Beginning at the Northeast corner of the Southeast one-quarter of Section 12, Township 39 South, Range 30 East; Thence, Northwesterly to the Southwest corner of the Southeast one-quarter of Section 1, Township 39 South, Range 30 East; Thence, Northerly to the Northwest corner of the Northeast one-quarter of said section 1; Thence, Northwesterly to the Southeast corner of the North one-half of Section 35, Township 38 South, Range 30 East; Thence, Westerly along the South line of the North one-half of said Section 35 to the Southwest corner of the East one-half of the Northwest one-quarter of said Section 35 and the Westerly boundary of the South Florida Water Management District; Thence, along the following three courses, being the Westerly boundary of said South Florida Water management District 1) Thence, Northerly along the West line of the East one-half of the West one-half of Sections 35, 26 and 23, Township 38 South Range 30 East to the Northwest corner of the East one-half of the West one-half of said Section 23; 2) Thence, Westerly along the Section line to the Southwest corner of Section 14, Township 38 South, Range 30 East; 3) Thence, Northerly along the West line of Sections 14, 11 and 2, Township 38 South, Range 30 East and Sections 35, 26, 23, 14, 11 and 2, township 37 South, Range 30 East to the intersection thereof with the centerline of State Road 621; Thence, Easterly, Northerly and Northeasterly along said centerline to the intersection thereof with the North line of the South one-half of Section 10, Township 36 South, Range 31 East; Thence, Easterly to the Northeast corner of the South one-half of said Section 10; Thence, Easterly to the Northwest corner of the South one-half of Section 12, Township 36 South, Range 31 East; Thence, Easterly to the Northeast corner of the South one-half of said section 12; Thence Southerly along the Range line between Ranges 31 and 32 to the Northwest corner of Section 6, Township 37 South, Range 32 East; Thence, Easterly along the

Township line between Townships 36 and 37 to the Northwest corner of Section 5, Township 37 South, Range 33 East; Thence, Southeasterly to the Southeast corner of said Section 5; Thence, Southerly along the section line to the Northwest corner of Section 16, Township 37 South, Range 33 East; Thence, Southeasterly to the Southeast corner of said Section 16; Thence, Southeasterly to the Northeast corner of the Southwest one-quarter of Section 22, Township 37 South, Range 33 East; Thence, Southerly to the Southeast corner of the Southwest one-quarter of said Section 22; Thence, Southerly to the Northwest corner of the Northeast one-quarter of Section 34, Township 37 South, Range 33 East; Thence, Easterly along the North line of Sections 34 and 35, Township 37 South, Range 33 East to the Northeast corner of said Section 35; Thence, Southeasterly to the point of intersection of the South right of way line of South Florida Water Management District's Canal 41-A and the East line of Section 36, Township 37 South, Range 33 East; Thence, Southerly along the section line to the Southeast corner of said Section 36 and the Highlands-Glades County line; Thence, Westerly, Southerly, Westerly and Southerly along the Highlands-Glades County line to the Point of Beginning.

Glades County (See Figure 21-21)

Beginning at the Northeast corner of Section 1, Township 38 South, Range 33 East, in the North boundary line of Glades County; Thence, Southwesterly to the Southwest corner of the Northwest one-quarter of said Section 1; Thence, Southerly along the West line of Sections 1 and 12, Township 38 South, Range 33 East to the Northwest corner of Section 13, Township 38 South, Range 33 East; Thence, Southeasterly to the Southeast corner of said Section 13; Thence, Southeasterly to the Southeast corner of Section 19, Township 38 South, Range 34 East; Thence, Southerly to the intersection thereof with the Southerly right of way line of South Florida Water Management District's Levee 59; Thence, Southwesterly along the Southeasterly right of way lines of South Florida Water Management District's Levees 59, 60 and 61 to the intersection thereof with the Southerly right of way line of South Florida Water Management District's Levee 50; Thence, Westerly and Northerly along said right of way line and its Northerly extension to the intersection thereof with the North line of Section 2, Township 40 South, Range 31 East; Thence, Westerly along the section line to the Southwest corner of Section 35, Township 39 South, Range 31 East; Thence, Northerly along the section line to the Northwest corner of said Section 35; Thence, Northwesterly to the Northwest corner of Section 27, Township 39 South, Range 31 East; Thence, Northwesterly to the Northwest corner of Section 21, Township 39 South, Range 31 East; Thence, Westerly along the section line to the Southwest corner of Section 17, Township 39 South, Range 31 East; Thence, Northwesterly to the Southeast corner of the Southwest one-quarter of Section 7, Township 39 South, Range 31 East; Thence, Northwesterly to the Northwest corner of the Southwest one-quarter of said Section 7 in the boundary line between Glades and Highlands Counties; Thence, Northerly along said County line to the Northwest corner of Section 6, Township 39 South, Range 31 East; Thence, Easterly, Northerly and Easterly continuing along said County line to the Point of Beginning.

(b) Fisheating Creek Water Use Basin, described as:

Highlands County (See Figure 21-20)

Beginning at the Southwest corner of Section 31, Township 39 South, Range 28 East;

Thence, Northerly along the Highlands-DeSoto County line to the Northwest corner of Section 6, Township 36 South, Range 28 East; Thence, East along the North Boundary of Township 36 South to the Northeast corner of Section 1, Township 36 South, Range 28 East; Thence, South along the Range line to the Southeast corner of Section 12, Township 37 South, Range 28 East; Thence, East along the section lines to the Northeast corner of Section 15, Township 37 South, Range 29 East; Thence, South along the section lines to the Southeast corner of Section 34, Township 37 South, Range 29 East; Thence, East along the Township line to the Northeast corner of Section 1, Township 38 South, Range 29 East; Thence, South along the Range line to the Southeast corner of Section 1, Township 39 South, Range 29 East; Thence, East along the section line to the Northwest corner of Section 11, Township 39 South, Range 30 East; Thence, North along the section line to the Southwest corner of Section 35, Township 38 South, Range 30 East; Thence, East along the Township line to the Southeast corner of the West one-quarter of Section 35, Township 38 South, Range 30 East; Thence, Northerly along the West line of the East one-half of the West one-half of said Section 35 to the Southwest corner of the East one-half of the Northwest one-quarter of said Section 35; Thence, Easterly along the South line of the North one-half of said Section 35 to the Southeast corner of the North one-half of said Section 35; Thence, Southeasterly to the Northwest corner of the Northeast one-quarter of Section 1, Township 39 South, Range 30 East; Thence, Southerly to the Southwest corner of the Southeast one-quarter of said Section 1; Thence, Southeasterly to the Northeast corner of the Southeast one-quarter of Section 12, Township 39 South, Range 30 East and the Highlands-Glades County line; Thence, Southerly along said line to the Southeast corner of Section 36, Township 39 South, Range 30 East; Thence, Westerly along the Highlands-Glades County line to the Point of Beginning.

Glades County (See Figure 21-21)

Beginning at the Northwest corner of Section 6, Township 40 South Range 28 East of the Glades-Highlands County line; Thence, Easterly and Northerly along said County line to the Northwest corner of the Southwest one-quarter of Section 7, Township 39 South, Range 31 East; Thence, Southeasterly to the Southeast corner of the Southwest one-quarter of said Section 7; Thence, Southeasterly to the Southwest corner of Section 17, Township 39 South, Range 31 East; Thence, Easterly along the section line to the Northwest corner of Section 21, Township 39 South, Range 31 East; Thence, Southeasterly to the Northwest corner of Section 35, Township 39 South, Range 31 East; Thence, Southerly along the section line to the Southwest corner of said Section 35; Thence, easterly along the North line of Section 2, Township 40 South, Range 31 East to the intersection thereof with the Northerly extension of the Southwesterly right of way line of South Florida Water Management District's Levee 50; Thence, Southerly and Easterly along said right of way line to the intersection thereof with the East line of Section 26, Township 40 South, Range 31 East; Thence, Southerly along the section lines to the intersection thereof with the North right of way line of South Florida Water Management District's Levee D-3; Thence, Westerly and Southwesterly along said right of way line of Levee D-3 and the Northwesterly right of way line of South Florida Water Management District's Levee 43 and its Southerly extension to the intersection thereof with the centerline of State Road 25 (U. S. Highway 27); Thence, Northwesterly along said centerline of State Road 25 to the intersection thereof with the centerline of State

Road 29; Thence, Southwesterly along said centerline of State Road 29 to the intersection thereof with the centerline of State Road 74; Thence, Northwesterly and Westerly along said centerline of State Road 74 to the Glades-Charlotte County line; Thence, Northerly along said County line to the Point of Beginning.

(7) Lower West Coast.

(a) Caloosahatchee River Watershed – North, Water Use Basin, described as:

Lee County (See Figure 21-23)

Beginning at the intersection of the centerline of State Road 78 and the Lee-Hendry County line; Thence, Westerly along the centerline of State Road 78 to the Southeast corner of Section 8, Township 43 South, Range 26 East; Thence, Northerly along the section line to the Northeast corner of said Section 8; Thence, Westerly along the section lines to the Northwest corner of Section 9, Township 43 South, Range 24 East; Thence, Southerly along the section lines to the Southwest corner of Section 16, Township 43 South, Range 24 East; Thence, Easterly along the section line to the Southeast corner of said Section 16; Thence, Southerly along the section lines to the intersection thereof with the centerline of Yellow Fever Creek; Thence, Southeasterly along said centerline to the centerline of State Road 78A; Thence, Easterly along said centerline to the centerline of State Road 45 (U. S. 41); Thence, Southeasterly along said centerline to the centerline of the Okeechobee Waterway; Thence, Southwesterly along said centerline to the centerline of State Road 867; Thence, Southerly to Point Ybel on Sanibel Island; Thence, Southwesterly and Northwesterly along the Easterly shoreline of the Gulf of Mexico to the Lee-Charlotte County line; Thence, Easterly along said County line to the Northeast corner of Lee County; Thence, Southerly along the Lee-Hendry County line to the Point of Beginning.

Charlotte County (See Figure 21-22)

Beginning at the Southwest corner of Section 34, Township 42 South, Range 24 East; Thence, Northerly along the section lines to the Northwest corner of Section 3, Township 42 South, Range 24 East; Thence, Easterly along the Township line between Townships 41 and 42 South to the Southwest corner of Section 31, Township 41 South, Range 26 East; Thence, Northerly along the Range line between Ranges 25 and 26 East to the Northwest corner of Section 6, Township 41 South, Range 26 East; Thence, Easterly along the Township line between Townships 40 and 41 South to the Southwest corner of Section 31, Township 40 South, Range 27 East; Thence, Northerly along the Range line between Ranges 26 and 27 East to the Charlotte-DeSoto County line; Thence, Easterly along the Charlotte-DeSoto County line to the Northeast corner of Charlotte County; Thence, Southerly along the Charlotte-Glades County line to the Southeast corner of Charlotte County; Thence, Westerly along the Charlotte-Lee County line to the Point of Beginning.

Glades County (See Figure 21-21)

Beginning at the Southwest corner of Glades County; Thence, Northerly along the Glades-Charlotte County line to the centerline of State Road 74; Thence, Easterly and Southeasterly along said centerline of State Road 74 to the intersection thereof with the centerline of State Road 29; Thence, Northeasterly along said centerline of State Road 29 to the intersection thereof with the centerline of State Road 25; Thence, Southeasterly along said centerline of State Road 25 to the intersection thereof with the centerline of State Road 78; Thence, Southwesterly and Westerly along said centerline

of State Road 78 to the intersection thereof with the centerline of State Road 29; Thence, Southwesterly along said centerline of State Road 29 to the Glades-Hendry County line; Thence, Westerly, Southerly and Westerly along said county line to the Point of Beginning.

Hendry County (See Figure 21-24) Beginning at the Northwest corner of Hendry County; Thence, Easterly along the Hendry-Glades County line to the intersection thereof with the centerline of State Road 78; Thence, Southerly, Westerly, Southerly and Westerly along said line to the Hendry-Glades County line; Thence, Northerly along said line to the Point of Beginning.

(b) Caloosahatchee River Watershed – South, Water Use Basin, described as:

Lee County (See Figure 21-23)

Beginning at the Northeast corner of Section 1, Township 44 South, Range 27 East on the Lee-Hendry County line; Thence, Westerly along the section lines to the Southwest corner of Section 32, Township 43 South, Range 27 East; Thence, Northwesterly in a straight line to the Southwest corner of Section 26, Township 43 South, Range 26 East; Thence, Northerly along the section lines to the centerline of the Caloosahatchee River; Thence, Westerly along said centerline to the Northerly extension of the centerline of Prospect Avenue; Thence, Southerly along said centerline to the centerline of Glenwood Avenue; Thence, Easterly along said centerline to the centerline of State Road 80 B (Ortiz Avenue); Thence, Southerly along said centerline to the centerline of Ballard Road; Thence, Westerly along said centerline to the West line of Section 16, Township 44 South, Range 25 East; Thence, Southerly along said line to the centerline of State Road 82 (Anderson Avenue); Thence, Westerly along said centerline to the centerline of Ford Street; Thence, Southerly along said centerline to the centerline of Hanson Street; Thence, Westerly along said centerline to the centerline of the Seaboard Coastline Railroad; Thence, Southerly along said centerline to the centerline of North Airport Road; Thence, Westerly along said centerline to the centerline of U. S. Highway 41 (Cleveland Avenue); Thence, Southerly along said centerline to the South line of Section 2, Township 45 South, Range 24 East; Thence, Westerly along said line to the Southwest corner of the Southeast one-quarter of said Section 2; Thence, Northerly to the center of said Section 2; Thence, Westerly along the East-West 1/4 line to the centerline of Sunrise Drive; Thence, Northerly along said centerline to the centerline of Davis Drive; Thence, Westerly along said centerline to the centerline of State Road 867 (McGregor Boulevard); Thence, Northeasterly along said centerline to the centerline of Vesper Drive; Thence, Westerly along said centerline and its Westerly extension to the centerline of the Okeechobee Waterway; Thence, Southwesterly along said centerline to the centerline of State Road 867; Thence, Easterly along said centerline to the Eastern shoreline of San Carlos Bay; Thence, Southeasterly along said shoreline and the Eastern shoreline of the Gulf of Mexico to the Lee-Collier County line; Thence, Easterly and Northerly along said line to the Lee-Hendry County line; Thence, Northerly along said line to the Point of Beginning.

(c) South Hendry County/L-28 Gap Water Use Basin, described as:

Broward County (See Figure 21-12)

Beginning at the Northwest corner of Broward County; Thence, Easterly along the Broward-Palm Beach County line to the centerline of South Florida Water Management District's Levee 28; Thence, Southerly and Southwesterly along said centerline of Levee

28 to the centerline of South Florida Water Management District's Levee 28 Interceptor; Thence, Northwesterly along said centerline of Levee 28 Interceptor to the Broward-Collier County line; Thence, Northerly along said Broward-Collier County line to the Point of Beginning.

Hendry County (See Figure 21-24)

Beginning at the Southeast corner of Hendry County; Thence, Westerly, Northerly and Westerly along the Hendry-Collier County line to the centerline of the Seaboard Coastline Railroad; Thence, Northerly along said centerline to the intersection thereof with the North line of Section 24, Township 45 South, Range 29 East; Thence, Easterly along the section lines to the Southwest corner of Section 15, Township 45 South, Range 31 East; Thence, Northeasterly to the Northeast corner of the South one-half of said Section 15; Thence, Northerly along the section lines to the centerline of the Keri Grade; Thence, Northeasterly along said Keri Grade to the intersection thereof with the Southerly right of way line of State Road 832; Thence, Easterly along said right of way line and the Easterly extension thereof to the Easterly right of way line of State Road 833; Thence, Northerly along said Easterly right of way line to the intersection thereof with the North line of Section 15, Township 44 South, Range 32 East; Thence, Easterly along the section lines to the Southwest corner of Section 12, Township 44 South, Range 32 East; Thence, Northeasterly to the Northwest corner of Section 7, Township 44 South, Range 33 East; Thence, Easterly along the North line of said Section 7 to the Northeast corner of said Section 7; Thence, Southerly along the East line of said Section 7 to the Southerly right of way line of South Florida Water Management District's Levee 1; Thence, Easterly and Southerly along said right of way line and the Westerly right of way line of South Florida Water Management District's Levee 2 and Levee 3 to the Hendry-Broward County line; Thence, Southerly along said Hendry-Broward County line to the Point of Beginning.

Also, Beginning at the Southeast corner of Section 36, Township 45 South, Range 28 East, being a point on the Hendry-Collier County line; Thence, Westerly along said County line to the Southeast corner of Section 32, Township 45 South, Range 28 East; Thence, Northwesterly to the Northwest corner of the South one-half of Section 29, Township 45 South, Range 28 East; Thence, Northerly along the section lines to the Northwest corner of the Southwest one-quarter of Section 17, Township 45 South, Range 28 East; Thence, Easterly along the one-quarter section line to the Northeast corner of the Southwest one-quarter of said Section 17; Thence, Southeasterly to the Southeast corner of Section 17 and the centerline of Church Road; Thence, Easterly along said centerline to the Northwest corner of the East one-half of Section 24, Township 45 South, Range 28 East; Thence, Southeasterly to the Southeast corner of said Section 24; Thence, Southerly along the section lines to the Point of Beginning.

Collier County (See Figure 21-25)

All that part of Collier County lying Northeasterly of the centerline of South Florida Water Management District's Levee 28 Interceptor Canal.

(d) Big Cypress Preserve Water Use Basin, described as:

Collier County (See Figure 21-25)

Beginning at the intersection of the centerline of State Road 84 (Alligator Alley) with the centerline of State Road 29; Thence, Northerly along the centerline of State Road 29 to the South line of Section 32, Township 48 South, Range 30 East; Thence, Easterly

along the section lines and along the Collier-Hendry County line to the centerline of South Florida Water Management District's L-28 Interceptor Canal; Thence, Southeasterly along said centerline to the Collier-Broward County line; Thence, Southerly along said County line to the Collier-Monroe County line; Thence, Westerly along said County line to the Southwest corner of Section 31, Township 53 South, Range 31 East; Thence, Northerly along the section lines to the Northwest corner of Section 18, Township 53 South, Range 31 East; Thence, Westerly along the section lines and their Westerly extension to the intersection with the Southerly extension of the West line of Township 52 South, Range 30 East; Thence, Northerly along said line and along the West line of said Township to the intersection with the centerline of State Road 29; Thence, Northerly along said centerline to the Point of Beginning.

(e) Fakahatchee North Water Use Basin, described as:

Collier County (See Figure 21-25)

Beginning at the Northeast corner of Section 11, Township 48 South, Range 25 East on the Collier-Lee County line; Thence, Southerly along the section lines to the centerline of County Highway 856; Thence, Easterly along said centerline and the centerline of State Road 84 (Alligator Alley) to the centerline of State Road 29; Thence, Northerly along said centerline to the South line of Section 32, Township 48 South, Range 30 East; Thence, Easterly along the section lines to the Collier-Hendry County line; Thence, Northerly and Westerly along said County line to the Collier-Lee County line; Thence, Southerly and Westerly along said County line to the Point of Beginning.

(f) Fakahatchee South Water Use Basin, described as:

Collier County (See Figure 21-25)

Beginning at the intersection of the centerline of State Road 84 (Alligator Alley) with the centerline of State Road 29; Thence, Westerly along the centerline of State Road 84 (Alligator Alley) to the centerline of County Highway 951; Thence Southerly along said centerline to the South line of Section 15, Township 51 South, Range 26 East; Thence, Westerly along the section lines to the Easterly shoreline of the Gulf of Mexico; Thence, Southeasterly along said shoreline to the intersection with the North boundary line of the Everglades National Park; Thence, along said North boundary line to the intersection with the Southerly extension of the West line of Township 52 South, Range 30 East; Thence, Northerly along said line and along the West line of said Township to the intersection with the centerline of State Road 29; Thence, Northerly along said centerline to the Point of Beginning.

(g) Coastal Collier County Water Use Basin, described as:

Collier County (See Figure 21-25)

Beginning at the Northeast corner of Section 11, Township 48 South, Range 25 East on the Collier-Lee County line; Thence, Southerly along the section lines to the centerline of County Highway 856; Thence, Easterly along said centerline to the centerline of County Highway 951; Thence, Southerly along said centerline to the South line of Section 15, Township 51 South, Range 26 East; Thence, Westerly along the section lines to the Easterly shoreline of the Gulf of Mexico; Thence, Northerly along that shoreline to the intersection with the Collier-Lee County line; Thence, Easterly along said County line to the Point of Beginning.

Specific Authority 373.044, 373.113 FS. Law Implemented 373.175, 373.246 FS. History—New 5-31-82.

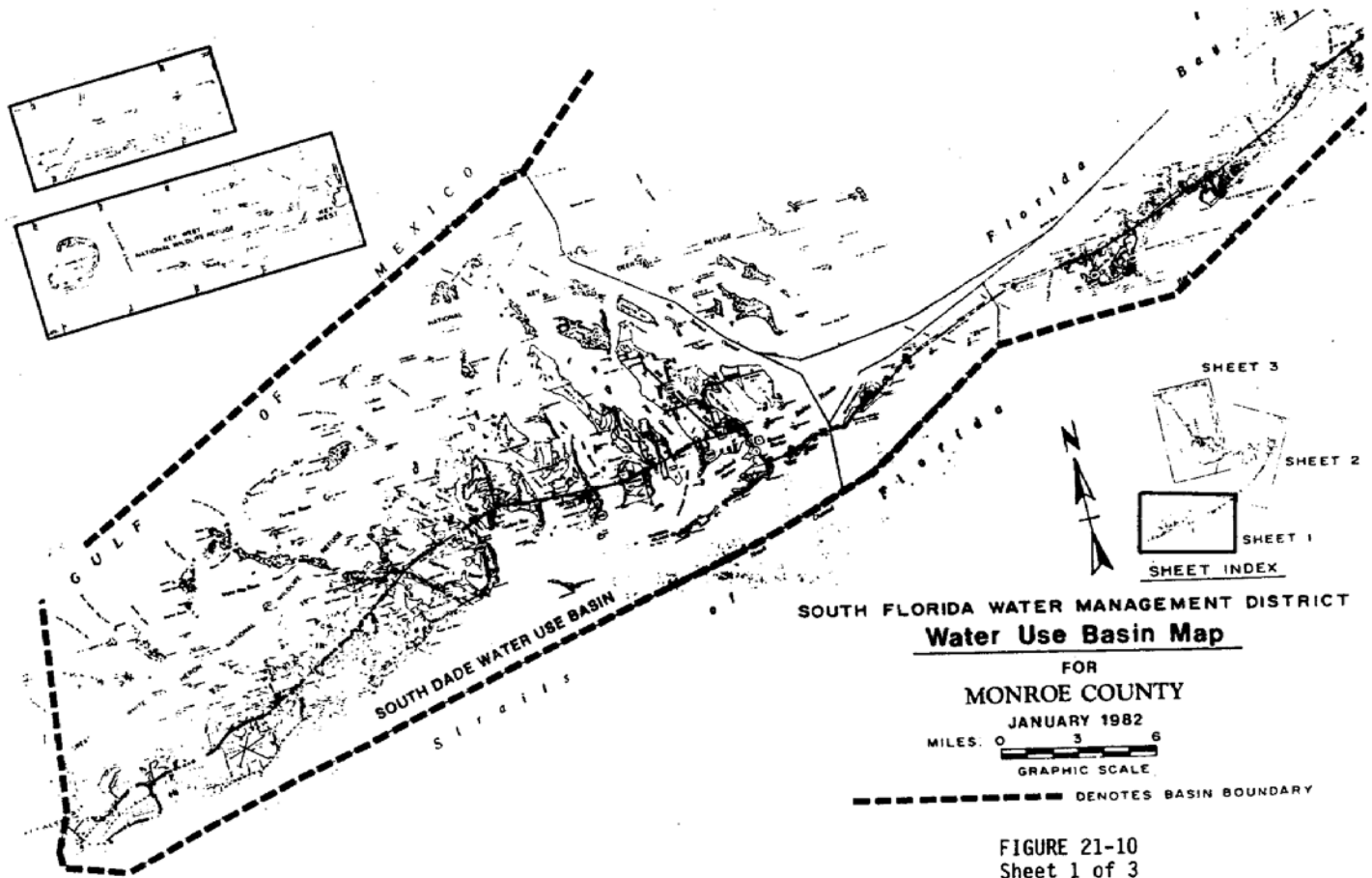


FIGURE 21-10
Sheet 1 of 3

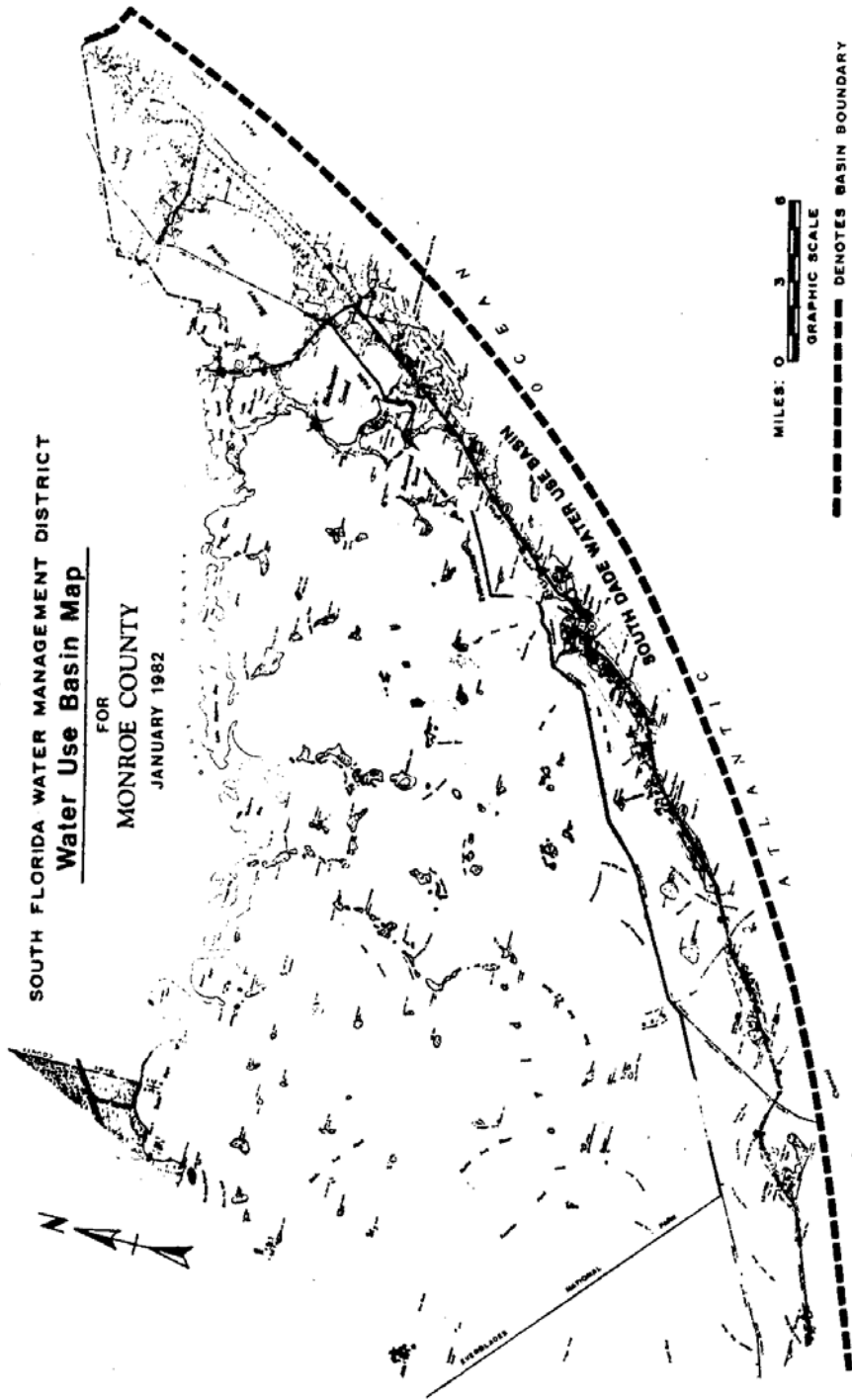
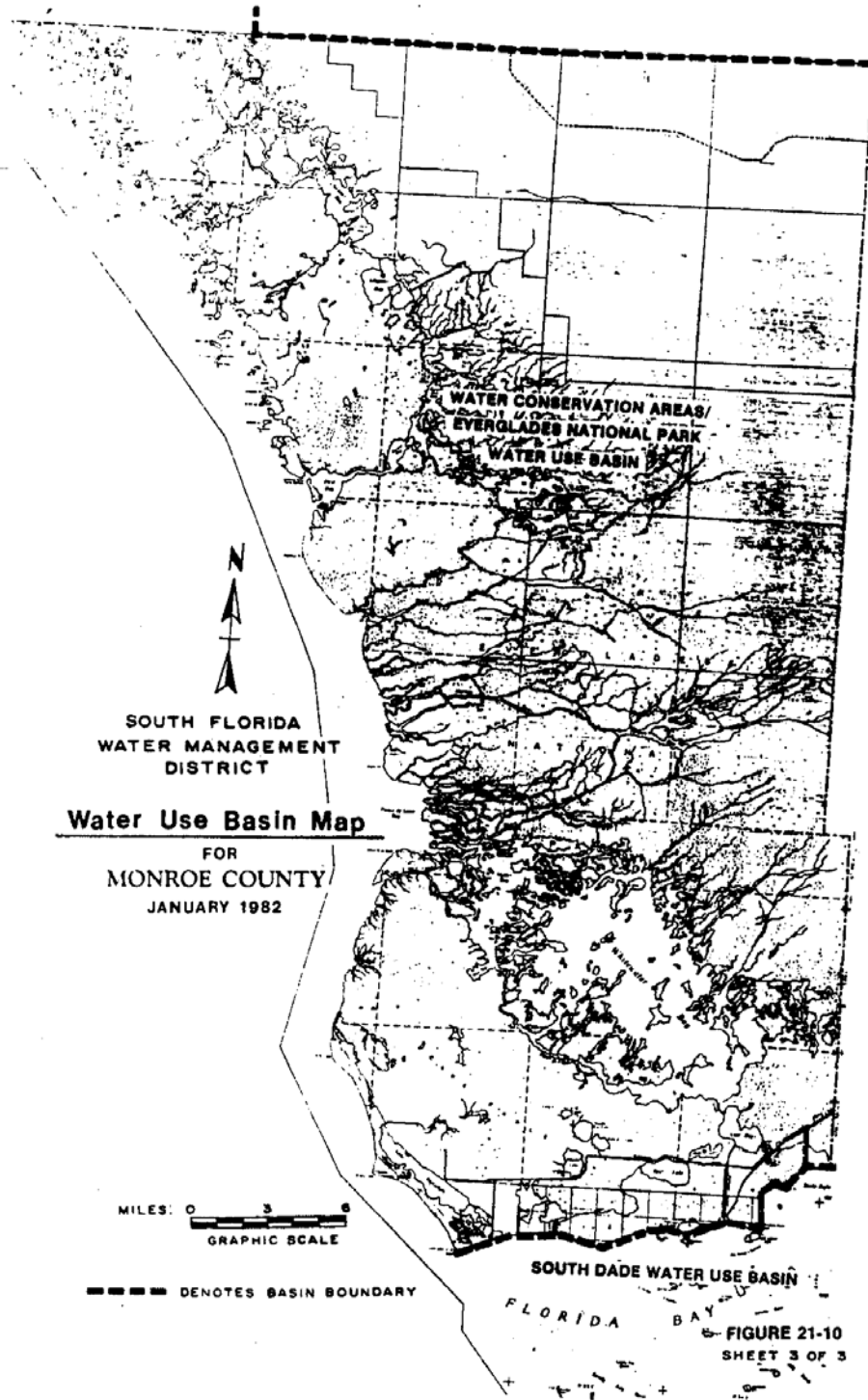


FIGURE 21-10
Sheet 2 of 3



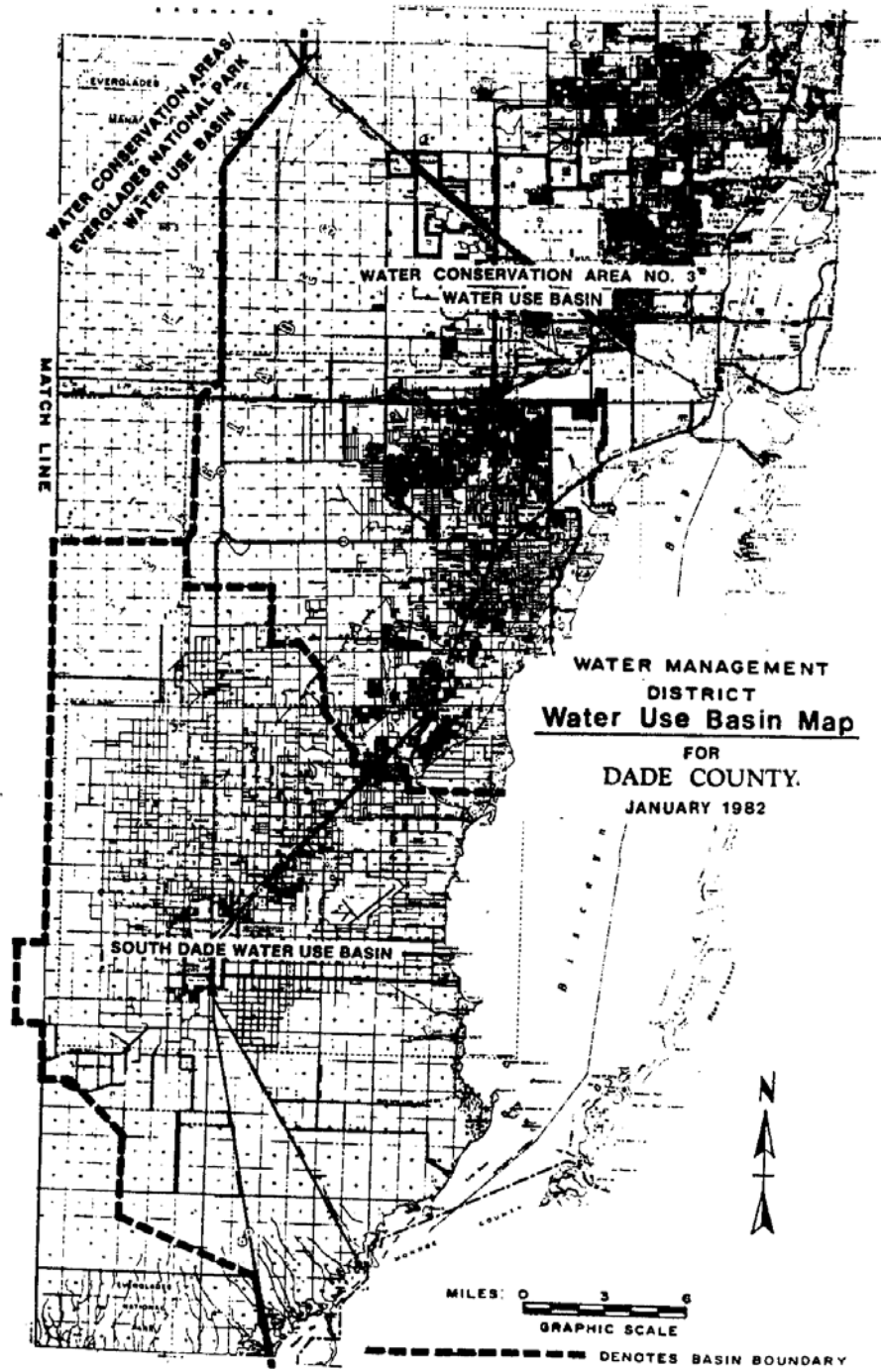
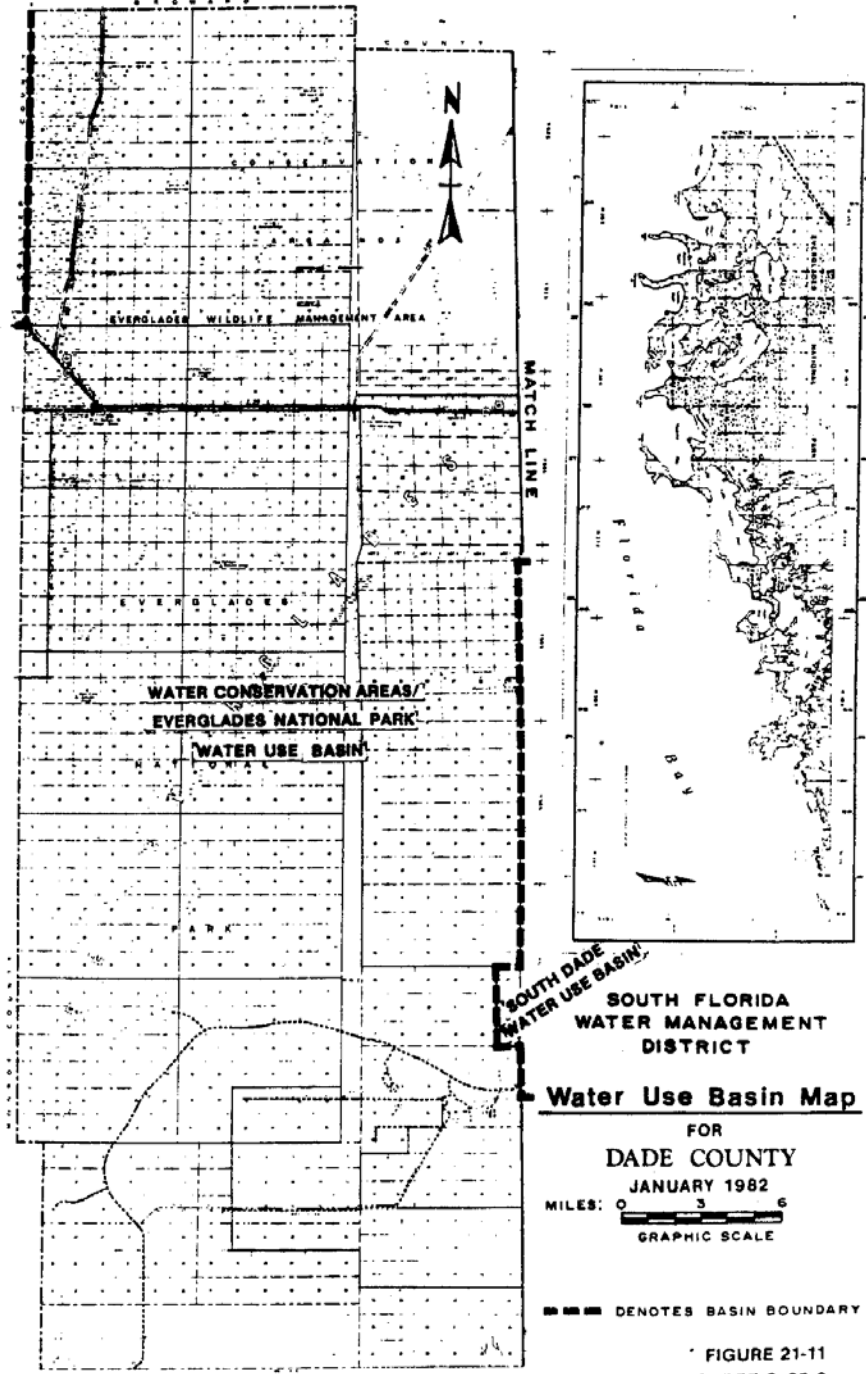


FIGURE 21-11
SHEET 1 OF 2



SOUTH FLORIDA WATER MANAGEMENT DISTRICT
Water Use Basin Map

FOR
BROWARD COUNTY
JANUARY 1982



----- DENOTES BASIN BOUNDARY

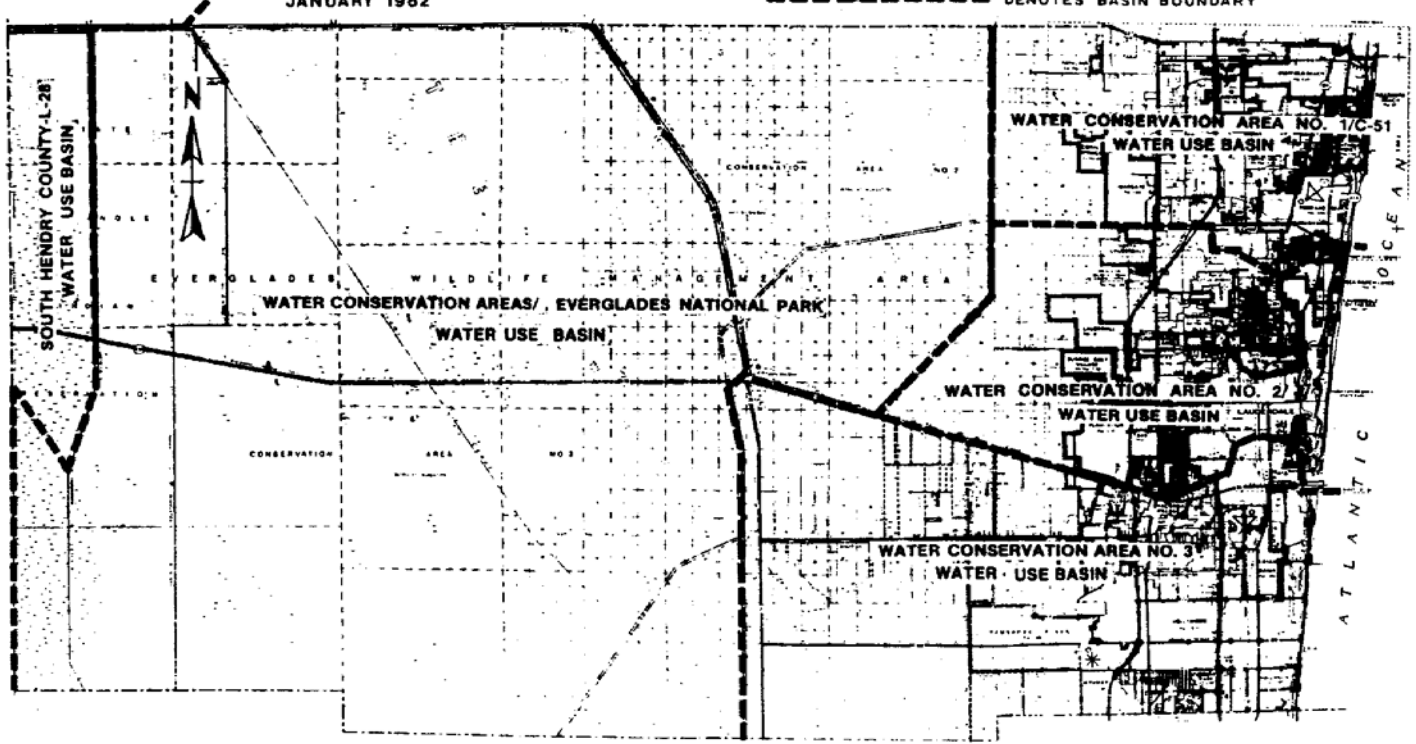


FIGURE 21-12

21-91

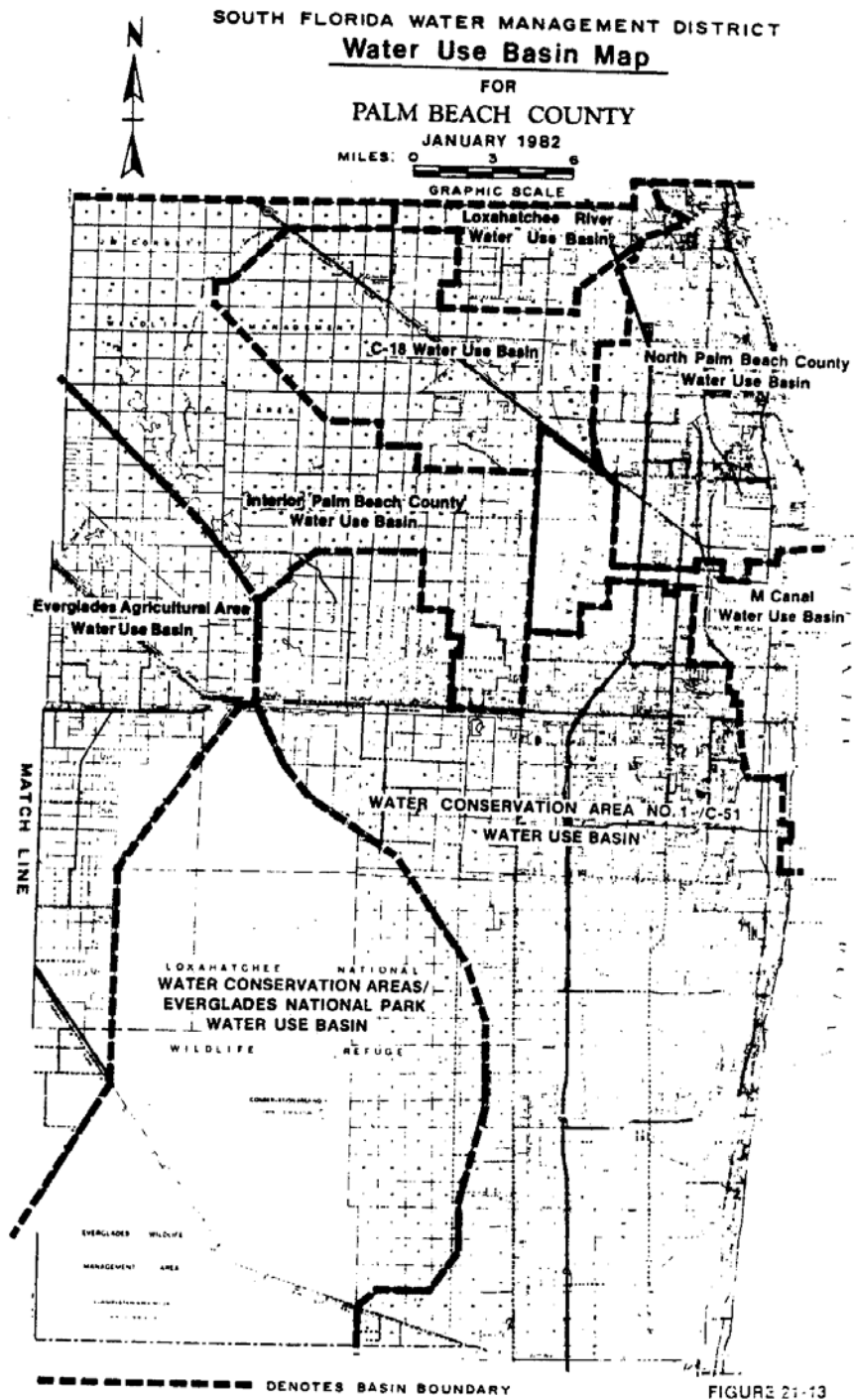
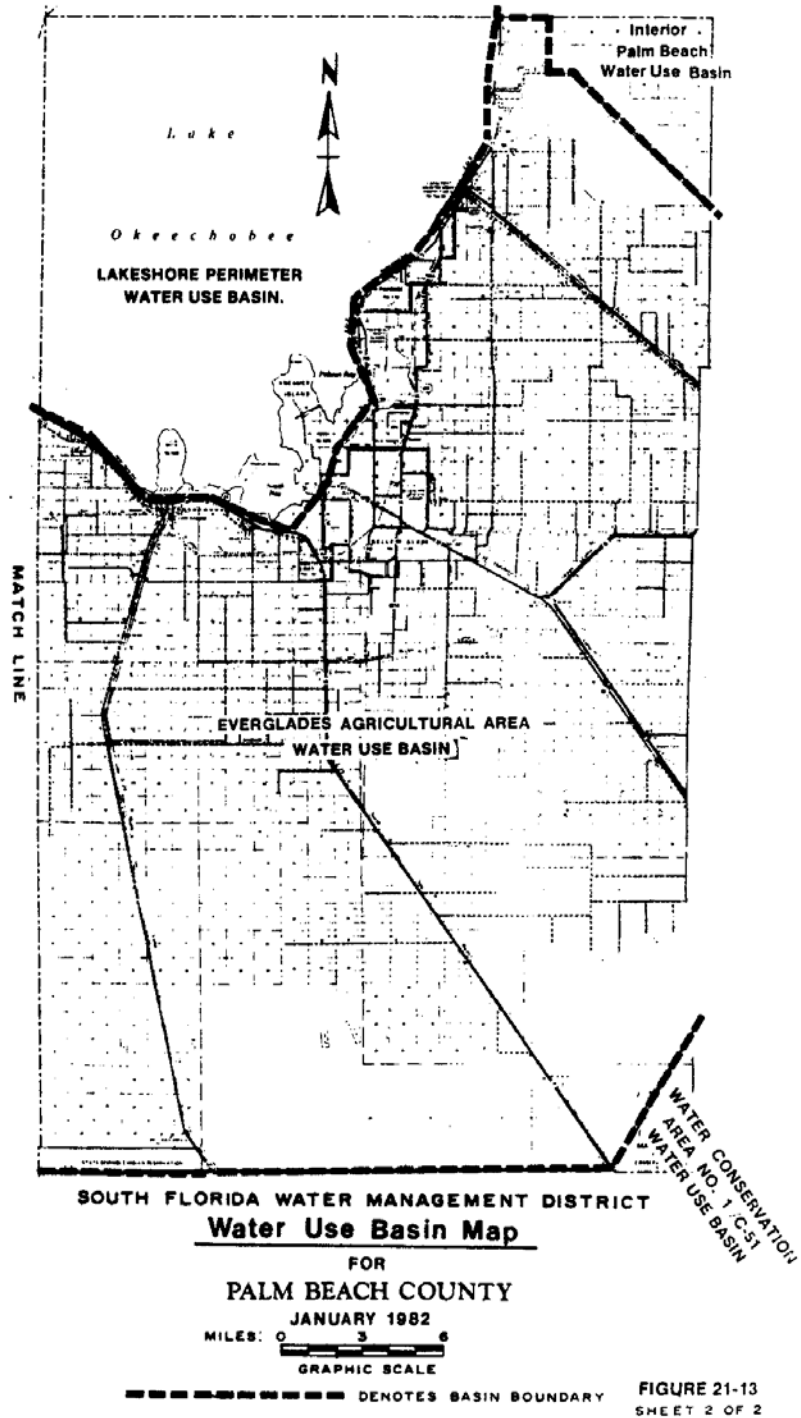


FIGURE 21-13
SHEET 1 OF 2



SOUTH FLORIDA WATER MANAGEMENT DISTRICT
Water Use Basin Map

FOR
MARTIN COUNTY

JANUARY 1982



--- DENOTES BASIN BOUNDARY

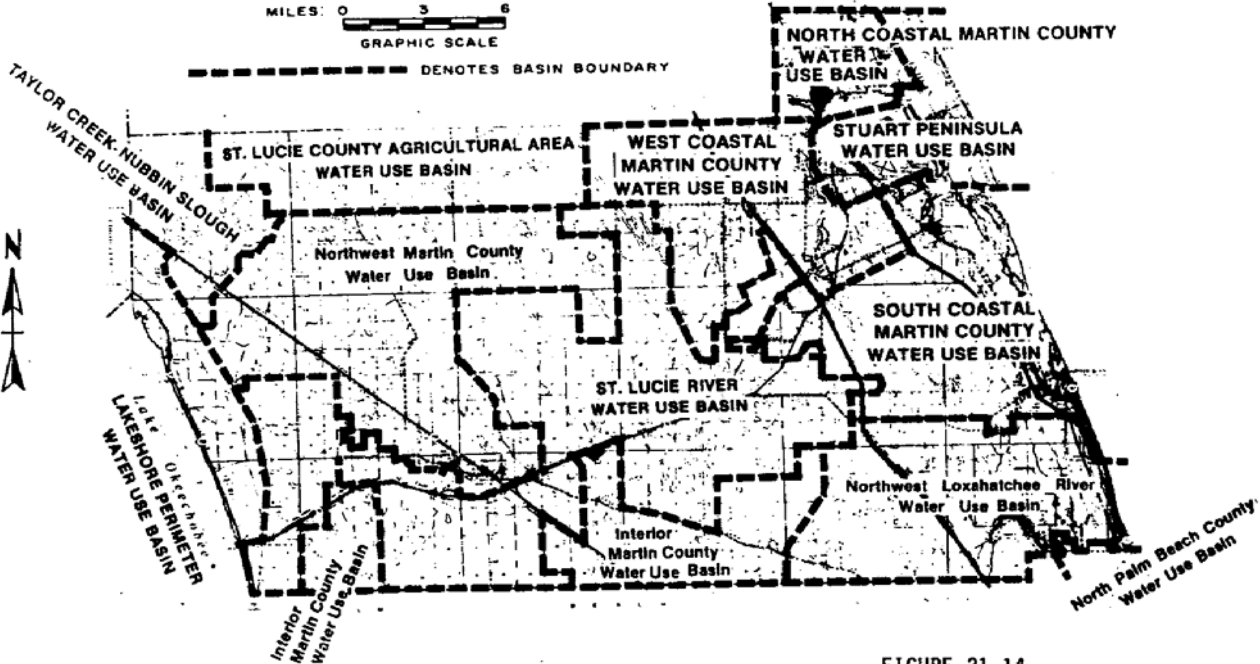


FIGURE 21-14
Revised Sept. 1982.

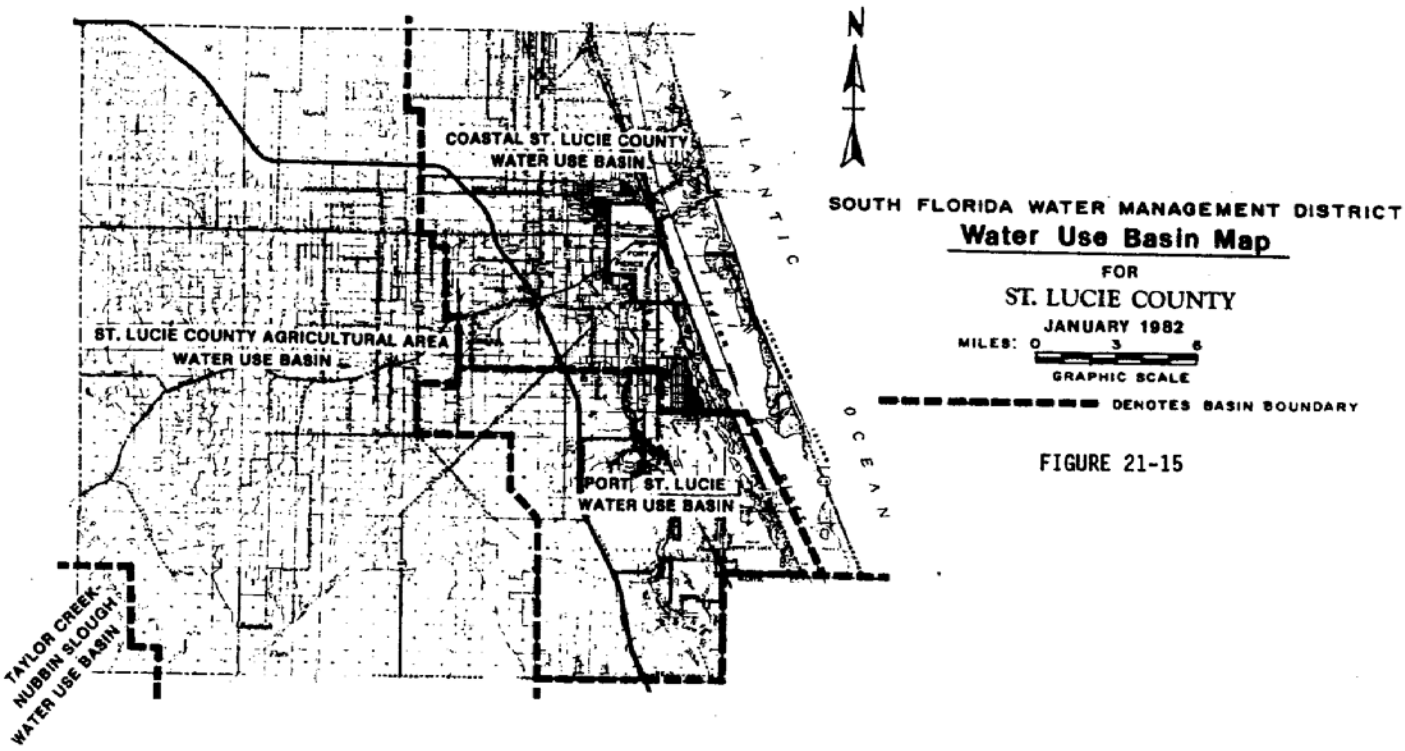


FIGURE 21-15

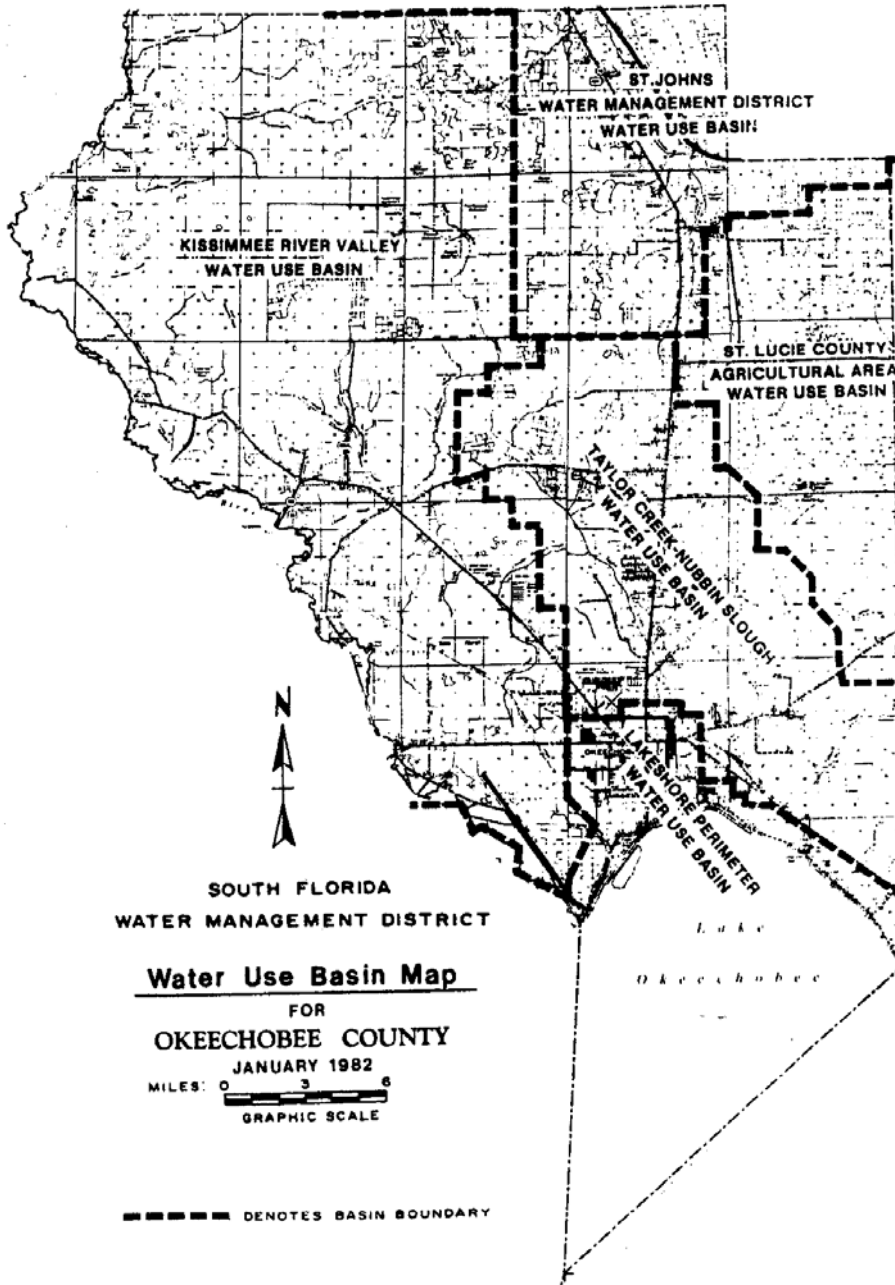


FIGURE 21-16

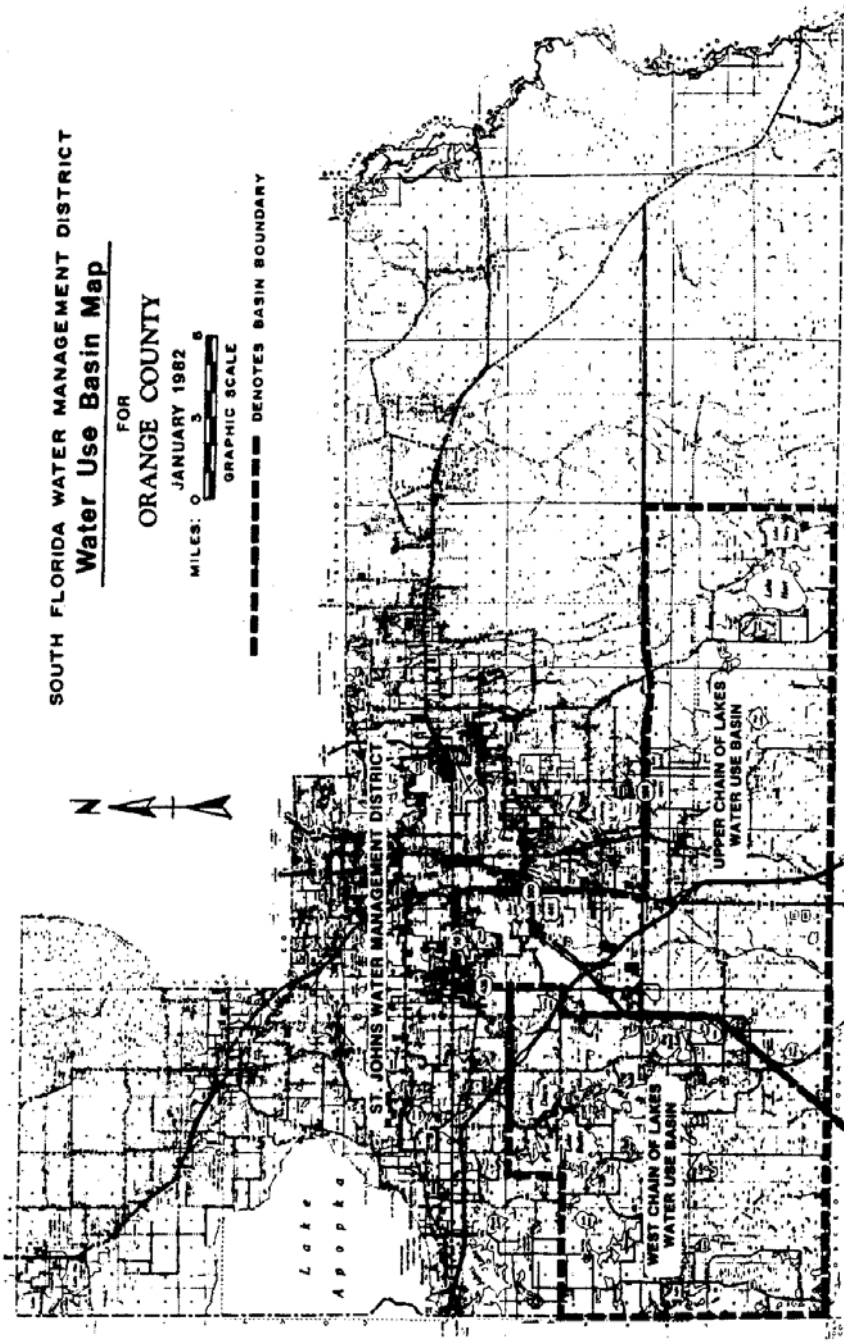


FIGURE 21-17

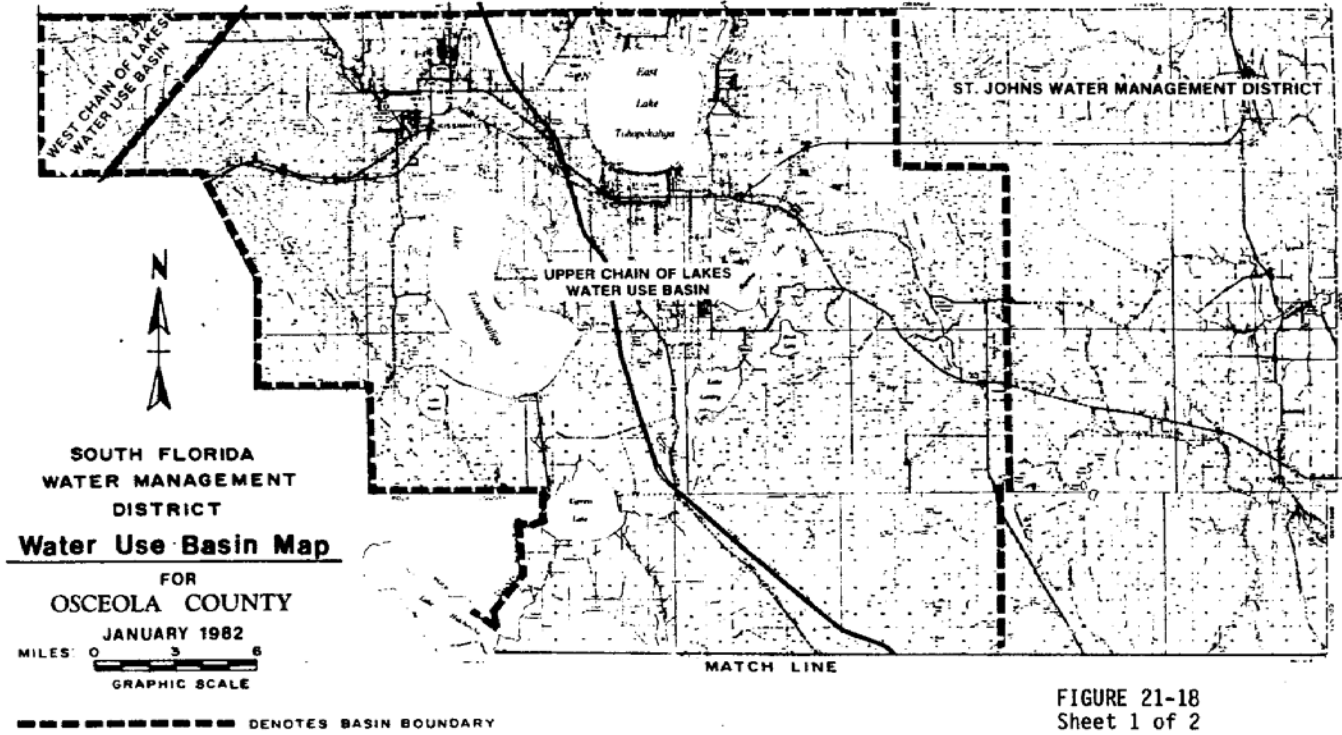


FIGURE 21-18
Sheet 1 of 2

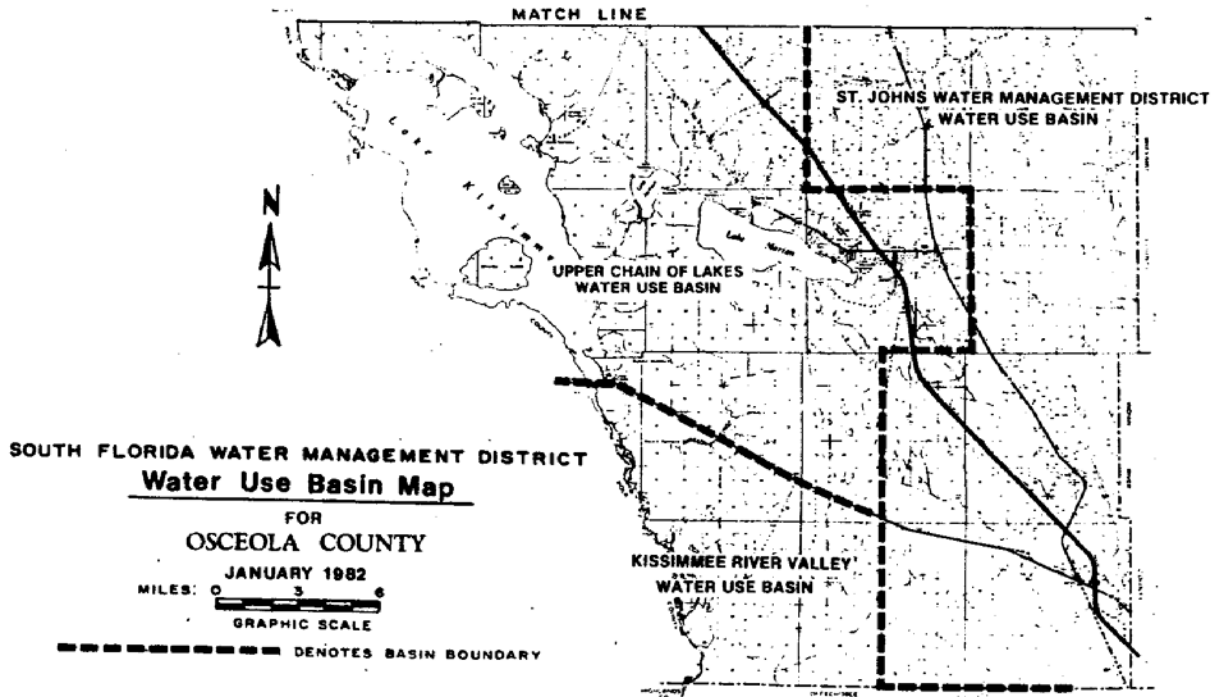


FIGURE 21-18
Sheet 2 of 2

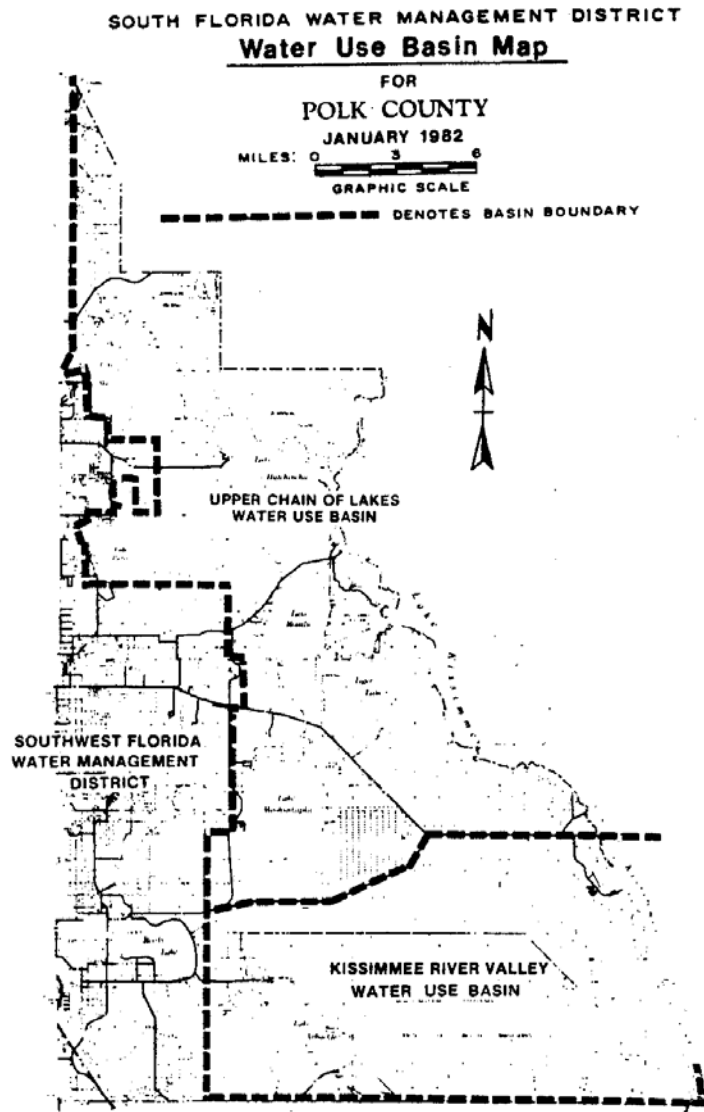


FIGURE 21-19

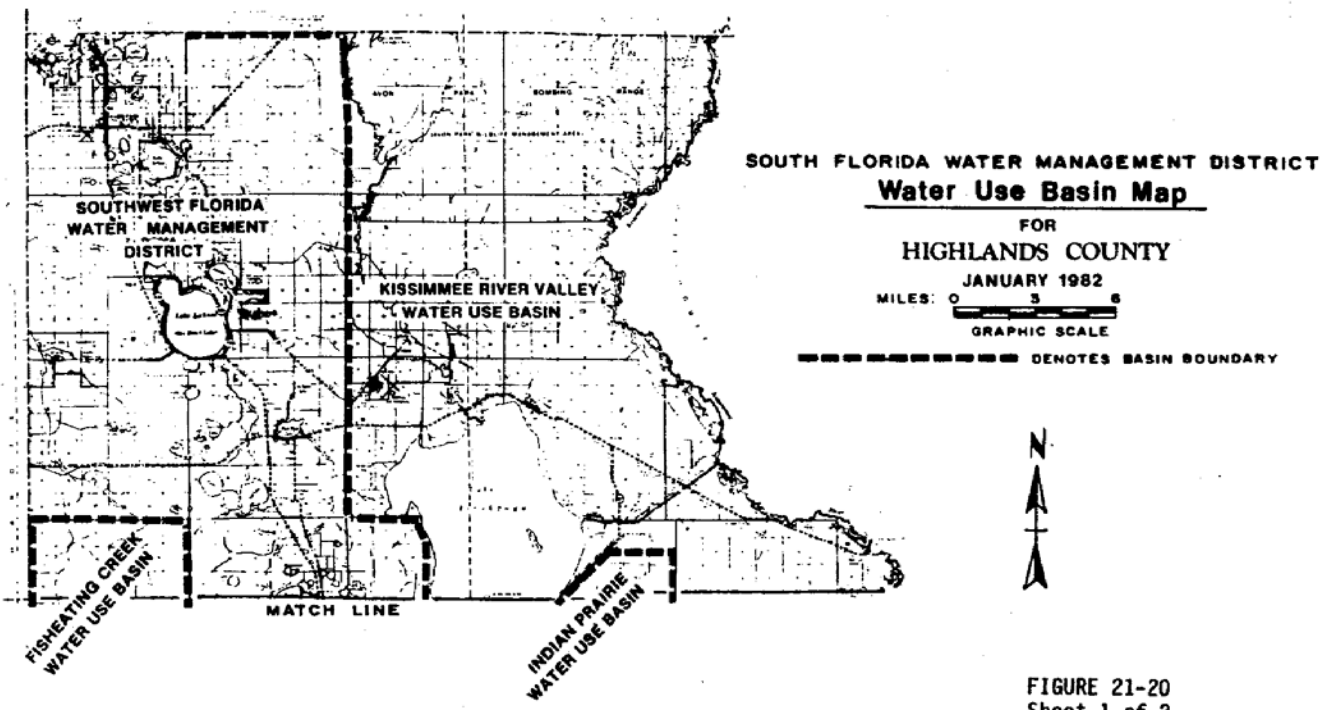


FIGURE 21-20
Sheet 1 of 2

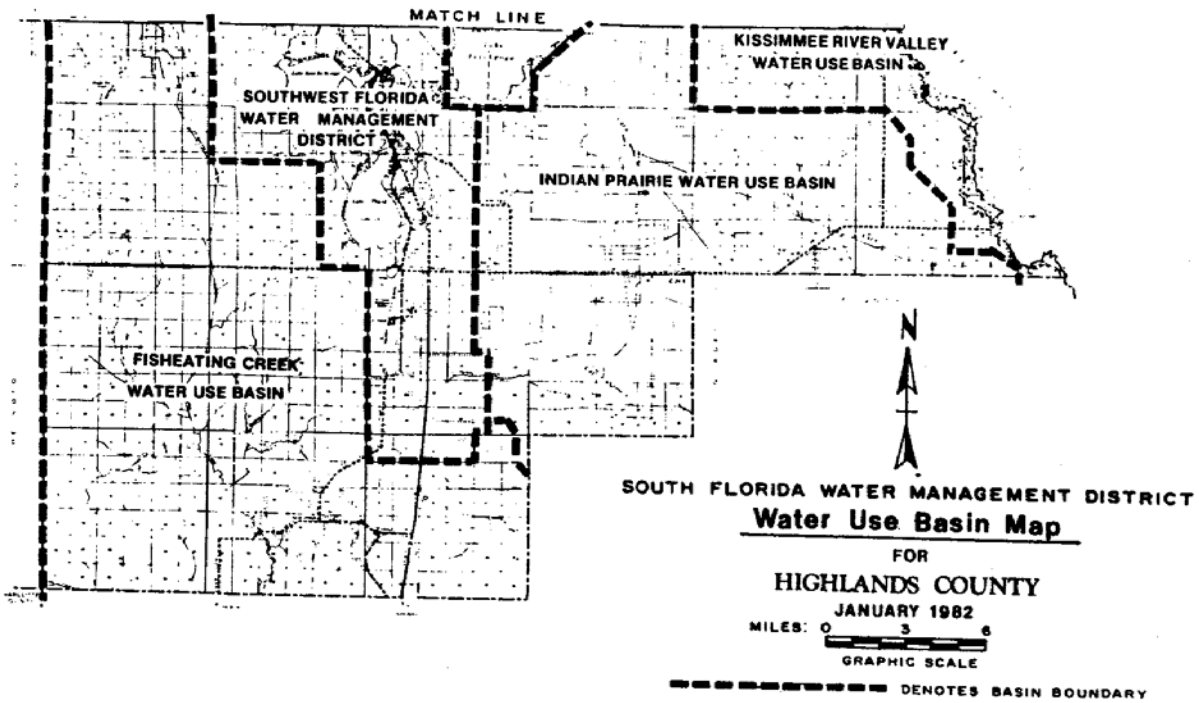


FIGURE 21-20
Sheet 2 of 2

21-102

SOUTH FLORIDA WATER MANAGEMENT DISTRICT
Water Use Basin Map

FOR
GLADES COUNTY

JANUARY 1982

MILES: 0 3 6

GRAPHIC SCALE

----- DENOTES BASIN BOUNDARY

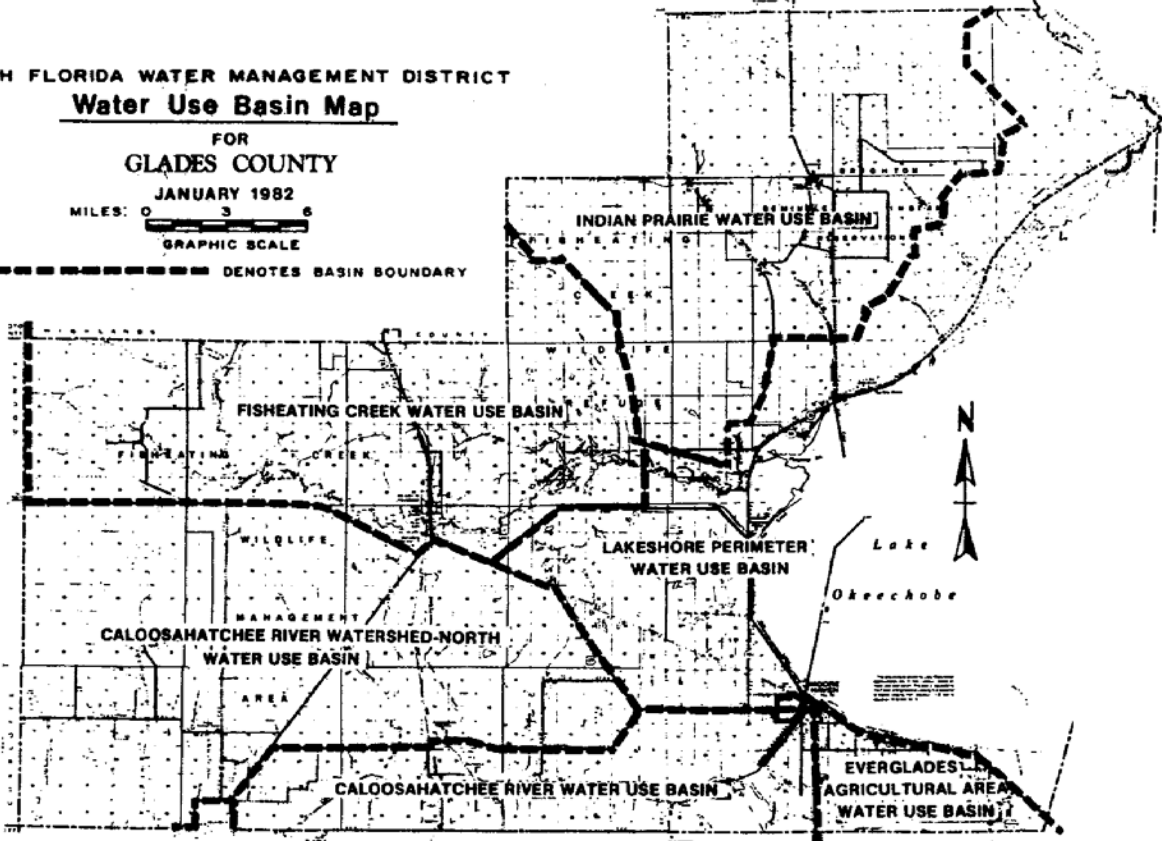


FIGURE 21-21

21-103

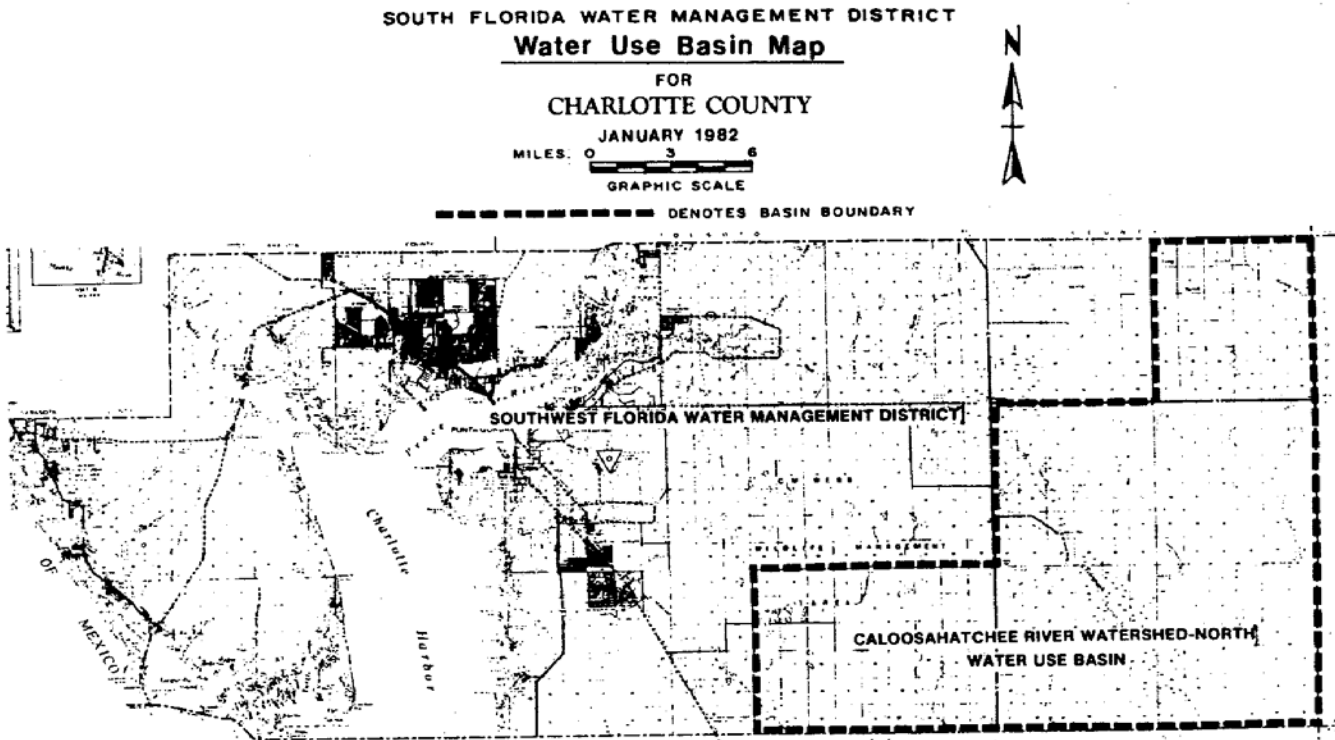


FIGURE 21-22

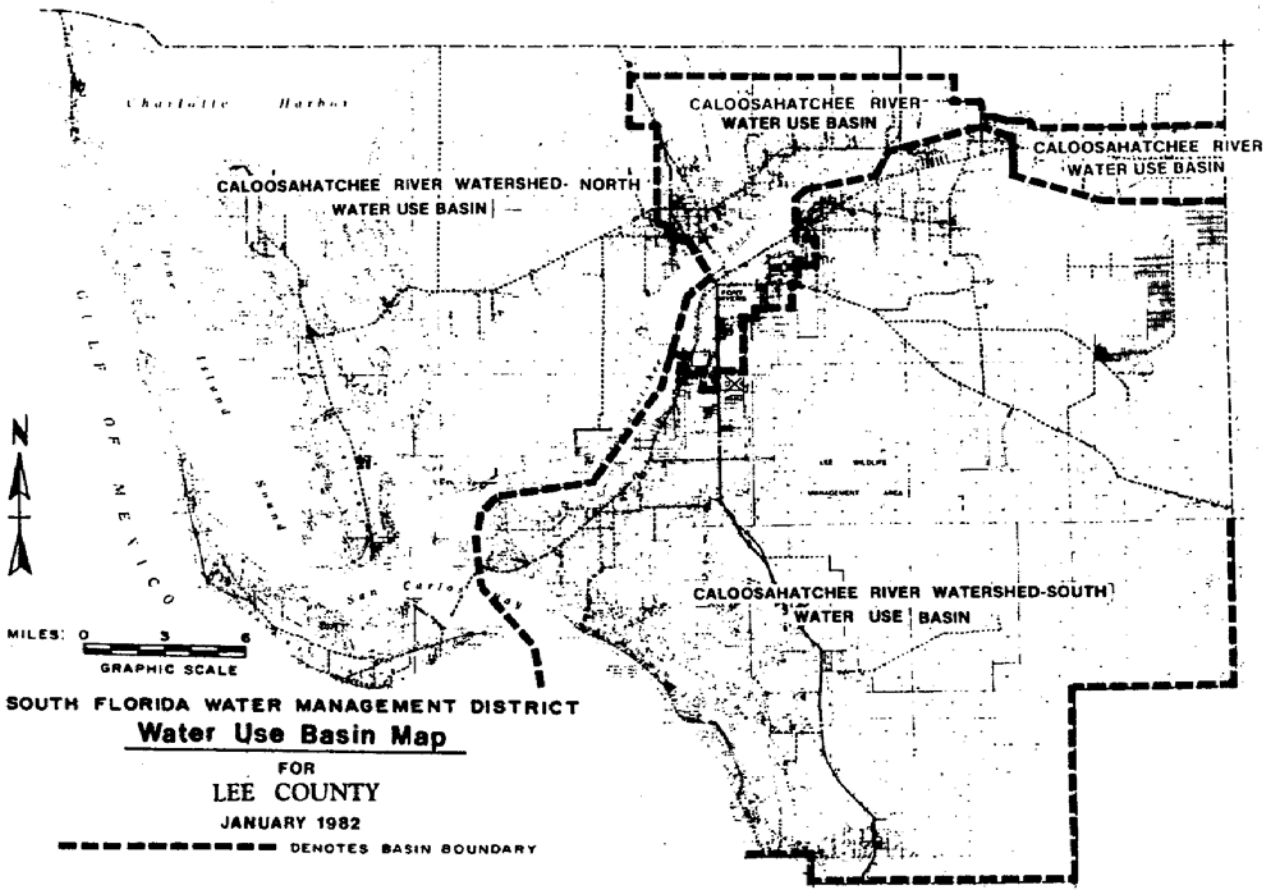


FIGURE 21-23

SOUTH FLORIDA WATER MANAGEMENT DISTRICT
Water Use Basin Map

FOR
HENDRY COUNTY

JANUARY 1982



--- DENOTES BASIN BOUNDARY

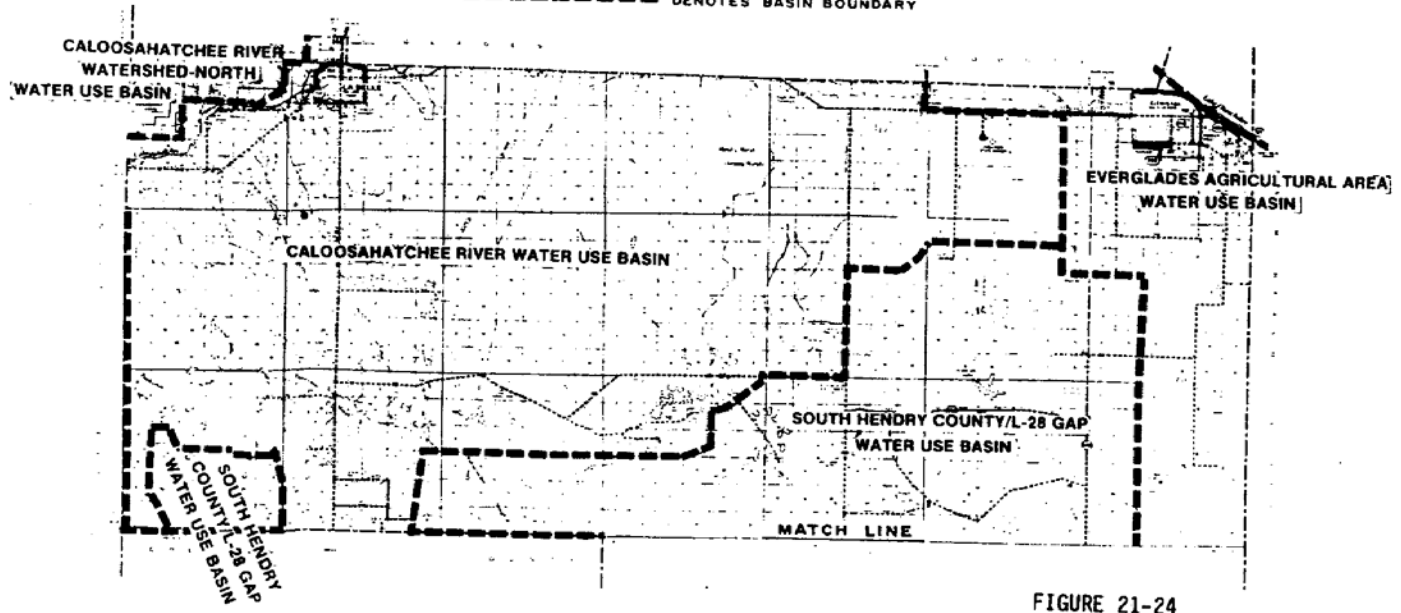


FIGURE 21-24
Sheet 1 of 2

21-106



SOUTH FLORIDA WATER MANAGEMENT DISTRICT
Water Use Basin Map

FOR
HENDRY COUNTY

JANUARY 1982

MILES: 0 3 6

GRAPHIC SCALE

----- DENOTES BASIN BOUNDARY

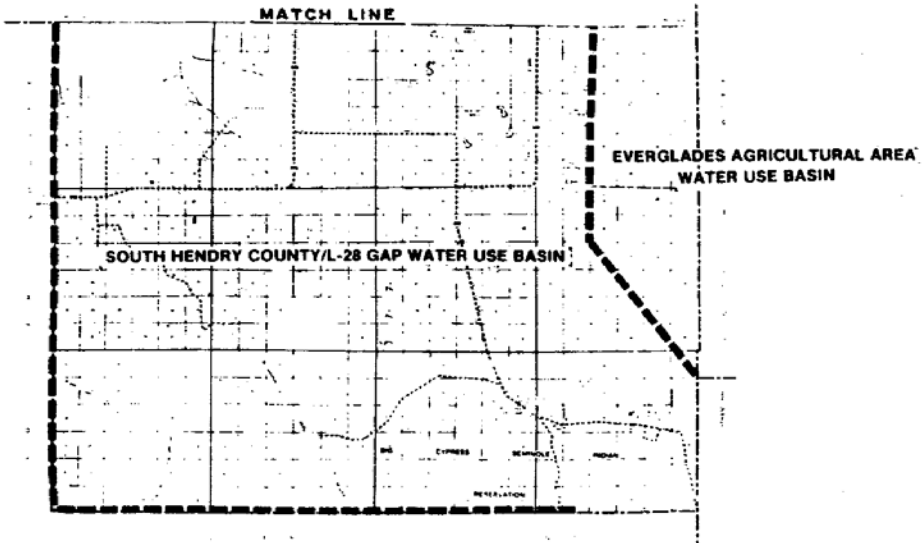


FIGURE 21-24
Sheet 2 of 2

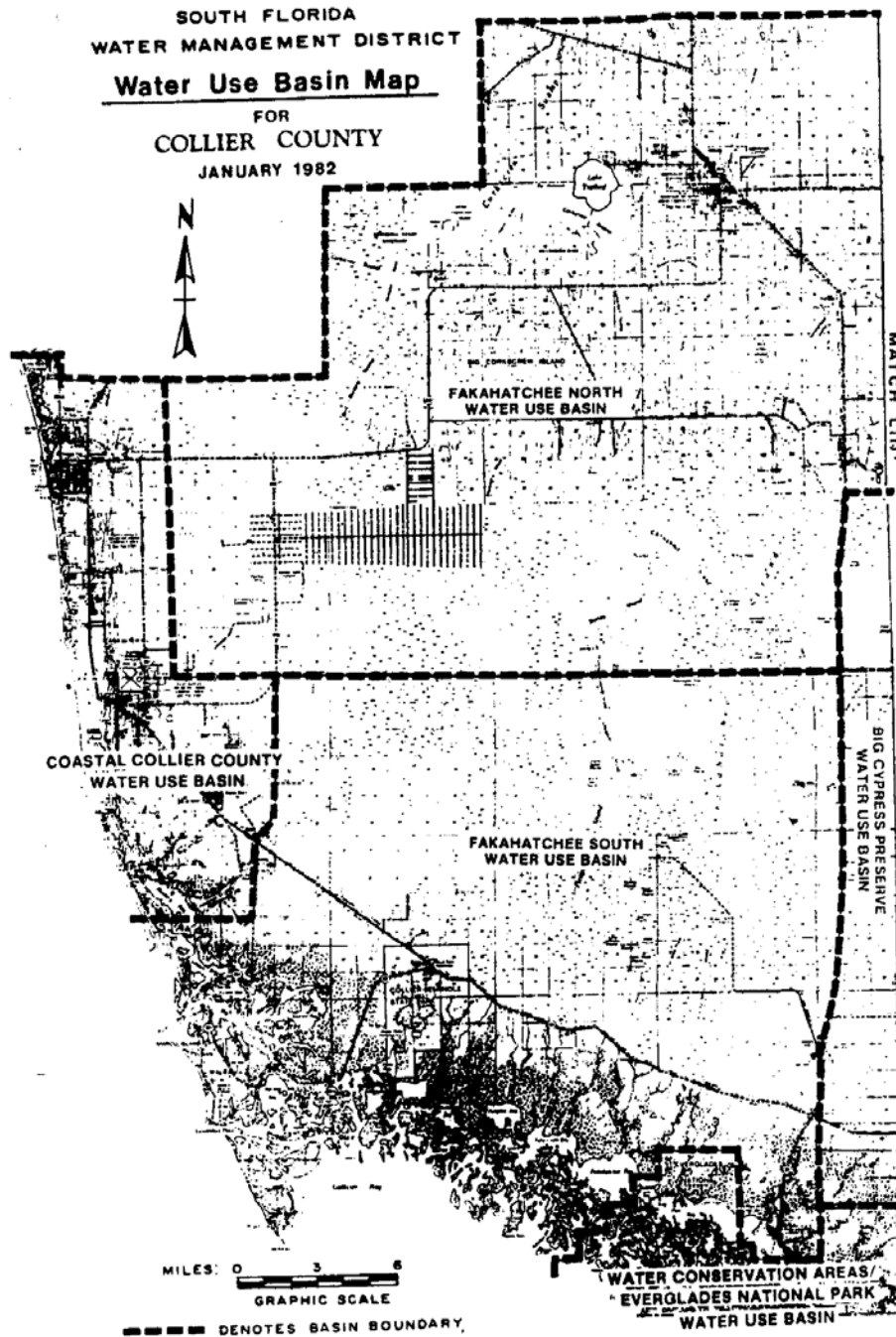


FIGURE 21-25
SHEET 1 OF 2

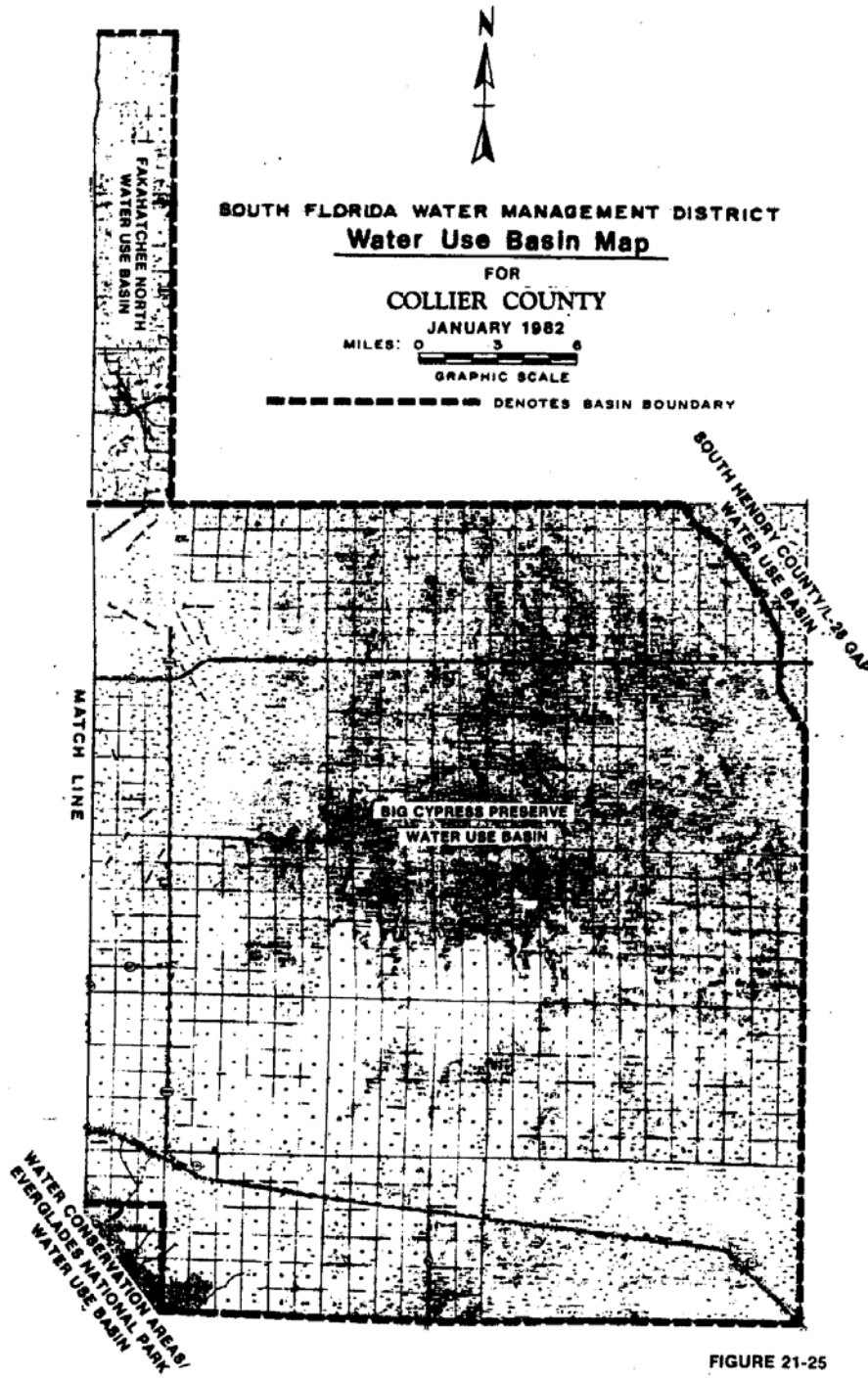


FIGURE 21-25
SHEET 2 OF 2



Ordinance 2021-06

Water Shortage or Water Shortage
Emergency

David Willems, P.E.



Background

State Law requires South Florida Water Management District (SFWMD) to formulate a plan for water shortages (Florida Statute 373.246)

The plan must protect water resources from serious harm and restore them to previous conditions.



Definitions

Water Shortage - Insufficient water is available to meet the present and anticipated needs.

Water Shortage Emergency - When other rules to conserve water are not sufficient to protect public health, safety or welfare or the health of animals, fish, or aquatic life, or a public water supply or commercial, industrial, agricultural, recreational or other reasonable uses



Water Shortage Phases

Reduction in usage of water source
targeted by Water Shortage.

I. Moderate	15% reduction
II. Severe	30% reduction
III. Extreme	45% reduction
IV. Critical	60% reduction



Questions

Could SFWMD require no irrigation? - Yes, but not likely. Shortages are implemented in stages

Is The Village able to work with SFWMD on the emergency orders? - Village can provide some input, but how and when the order is given is the responsibility of SFWMD. Decisions are made by SFWMD based on science and environmental monitoring.



Questions

What are the guidelines for water shortage/water shortage emergency? -
Guidelines are included in the SFWMD
Water Shortage Plan Chapter 40E-21,
Florida Administrative Code



Guidelines

40E-21.221 Evaluating Water Conditions.

(1) This rule sets forth the steps the District will take to periodically evaluate water conditions within the District in order to determine whether a water shortage should be declared.

(2) The District shall monitor the condition of the water resources in the District as provided in Rule 40E-21.401, F.A.C.

(3) Current data shall be compared to historical data to determine whether estimated present and anticipated available water supply within any source class will be insufficient to meet the estimated present and anticipated demands of the users from the source class, or whether serious harm to the water resources can be expected. It shall be the policy of the District to seek the cooperation and assistance of state, county and municipal government officials in developing the historic and technical data used to periodically evaluate water conditions.

(a) Present and anticipated available water supply shall be periodically estimated for each source class. Factors considered in estimating present and anticipated available supply within a source class may include:

1. Historic, current and anticipated levels in surface and ground waters, including potentiometric heads in confined and semiconfined aquifers,
2. Historic, current and anticipated flows in surface waters,
3. The extent to which water may be transferred from one source class to another,
4. The extent to which present water use restrictions may enhance future supplies, or postpone more stringent restrictions,
5. Historic, current and anticipated demand of natural systems, including losses due to evapotranspiration and seepage,
6. Historic, current and anticipated seasonal fluctuation in rainfall, and
7. Other water resources factors affecting present and anticipated available water supply.

(b) Present and anticipated user demands for each use and method of withdrawal class shall be periodically estimated for each source class. Factors considered in estimating the present and anticipated demands of the users within a source class may



Guidelines

include:

1. Estimated current and anticipated demands of permitted users,
2. Estimated current and anticipated demands of users exempt from permitting, but subject to the provisions of the water shortage plan,
3. Current and anticipated demands of users whose supply of water is established by federal law,
4. Anticipated seasonal fluctuations in user demands,
5. The extent to which user demands may be met from other source classes, and
6. Other factors affecting present and anticipated water demands.

(c) Estimated present and anticipated available water supply shall be periodically compared to estimated present and anticipated user demands to determine impact on the water resource. Factors that may be considered in determining whether serious harm to the water resource may occur include:

1. Potential for increased saltwater intrusion or other ground water contamination,
2. Potential for irreversible adverse impacts on fish and wildlife, and
3. Other factors adversely impacting the water resource.

(d) Evaluations under this rule shall consider established minimum flows and levels and associated rules regarding implementation of water shortage provisions contained in Chapters 40E-8 and 40E-22, F.A.C. Minimum flows and levels shall be implemented allowing for a shared adversity between consumptive uses and water resources, consistent with this chapter, and Chapters 40E-8 and 40E-22, F.A.C.



Guidelines

40E-21.401 Monitoring.

(1) This rule generally describes the data collection and analysis the District may undertake in anticipation of and during a declared water shortage or water shortage emergency. Monitoring data may be used to determine:

- (a) Whether a water shortage or water shortage emergency should be declared,
- (b) Whether the restrictions in effect are sufficient to protect the water resources and users within the affected area, in light of existing and anticipated climatological conditions, and

(c) Whether the restrictions in effect are being adequately enforced.

(2) Data may be obtained from any source available, including but not limited to:

- (a) The District,
- (b) Other water management districts,
- (c) Permittees who are required to submit data as a condition of their permit,
- (d) Any local, state or federal agency, and
- (e) Any other source available.

(3) Resource Monitoring – When appropriate the District shall collect and analyze data concerning any aspect of the water resource. Data which may be collected include but are not limited to:



Guidelines

- (a) Levels in surface and ground waters, including potentiometric heads in confined and semiconfined aquifers,
 - (b) Water quality in surface and ground waters,
 - (c) Flows in surface waters,
 - (d) Transfers of water from one source class to another,
 - (e) Demand of natural systems, including but not limited to losses due to evapotranspiration and seepage,
 - (f) Rainfall,
 - (g) Impacts on fish and wildlife, and
 - (h) Other data required to evaluate the status of the water resources of the District.
- (4) Demand Monitoring – When appropriate the District shall collect and analyze data concerning any aspect of user demand upon the water resources. Data which may be collected include but are not limited to:
- (a) Demands of permitted users,
 - (b) Demands of users exempt from permitting, but subject to the provisions of the water shortage plan,
 - (c) Demands of users whose supply of water is established by federal law, and
 - (d) Other data required to evaluate demands on the water resources of the District.
- (5) When appropriate, the District may prepare a drought management report summarizing the data gathered pursuant to this rule.

Specific Authority 373.044, 373.113 FS. Law Implemented 373.026, 373.103, 373.175, 373.246 FS. History–New 5-31-82.



QUESTIONS?

WORKSHOP ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
May 5, 2021

Agenda Item:

Corkscrew Road Improvements Project Update

Description:

On June 16, 2020, the Village of Estero and Lee County entered into an Interlocal Agreement to share responsibilities related to the Corkscrew Road Improvements from Ben Hill Griffin Parkway to Bella Terra. The agreement outlined the following:

1. Lee County would continue to design, permit and construct the roadway improvements.
2. Village of Estero would take over responsibility for the design, permitting and construction for sidewalks/pathways, lighting and landscaping through the Village of Estero.
3. Lee County would reimburse the Village for costs that would have been incurred by the County, if the County would have installed the improvements, to the County's standards.
4. The Village agreed to maintain all the improvements that are installed by the Village.

The Village's Consultant, Johnson Engineering will provide a project update which will include a brief project background and proposed pathway design alternatives. Following is a brief summary of the pathway design concepts and potential design alternatives.

1. 10-ft wide paths on both sides of road
2. Paths located as far back from the roadway as possible
3. Enclose the ditch along Grandezza or install a gravity wall to allow the path to be placed on the Grandezza berm
4. Use of boardwalks to further improve the paths

Design alternatives will be presented with associated costs for each.

Village Staff and the project consultant are requesting input and direction from Council on the preferred path options.

Financial Impact:

The direction provided by Council has the potential to increase Corkscrew Road Improvements project cost. The extent of those financial impacts will depend on the final Council direction.

Attachments:

1. PowerPoint Presentation



CORKSCREW ROAD - ENHANCEMENTS



Agenda

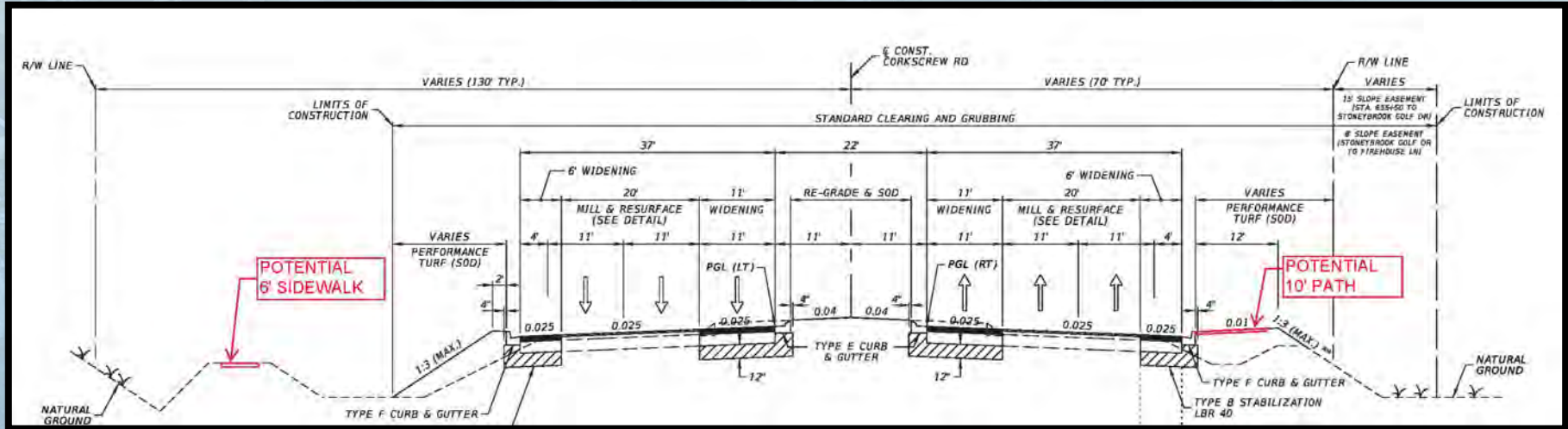


- ▶ **Project Background & History**
- ▶ **Preliminary Alignment**
- ▶ **Pathway Options**

Background



- ▶ **Current Roadway Design**
 - **Six-Lane Widening (Ben Hill Griffin Parkway through Firehouse Lane)**

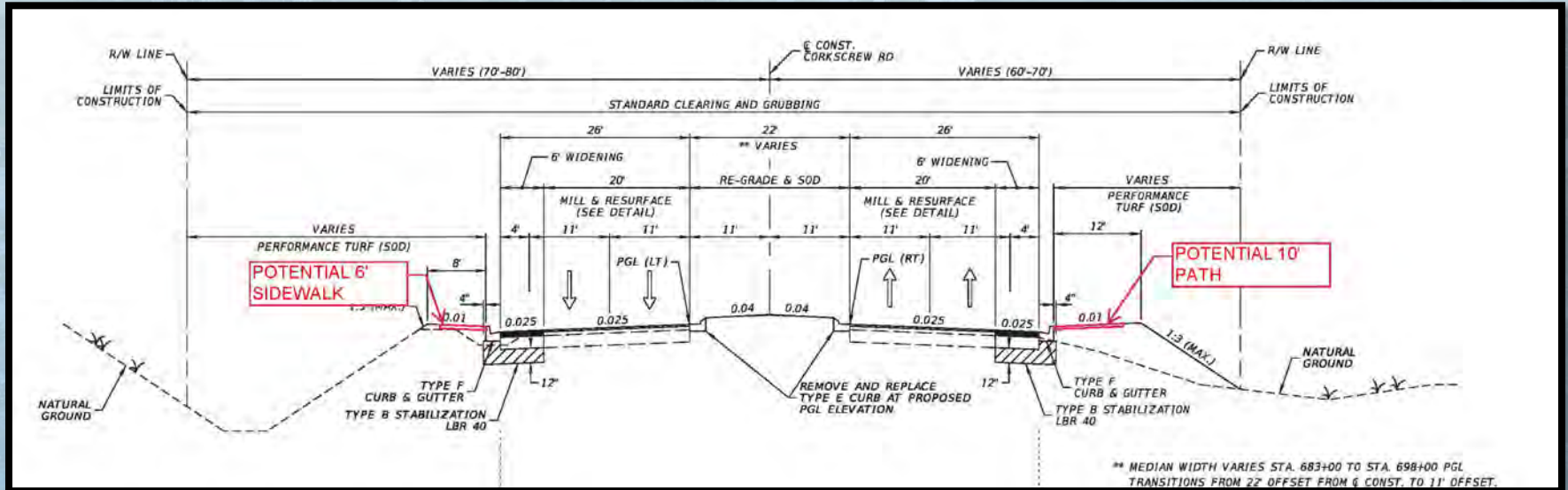


Background



► Current Roadway Design

- Six-Lane Widening (Ben Hill Griffin Parkway through Firehouse Lane)
- **Four-Lane (Firehouse Lane through Wildcat Run)**



Background



► Current Roadway Design

- Six-Lane Widening (Ben Hill Griffin Parkway through Firehouse Lane)
- Four-Lane (Firehouse Lane through Wildcat Run)
- Four-Lane (with Future Six) Widening (Wildcat Run through Bella Terra)
- **Schedule**
 - Begin Construction April (+/-) 2021
 - Complete Construction End 2023

Village Enhancement Project



► Inter-local Agreement



Village Enhancement Project



▶ Inter-local Agreement

▶ Goals

- **Design Enhanced**
 - Pedestrian/Bike Facilities
 - Enhanced Landscaping
 - Decorative Street Lighting

Village Enhancement Project



▶ Inter-local Agreement

▶ Goals

▶ Process

↳ Determine Preferred Path Location

↳ Easement/ROW Acquisition

↳ Design Lighting & Landscaping

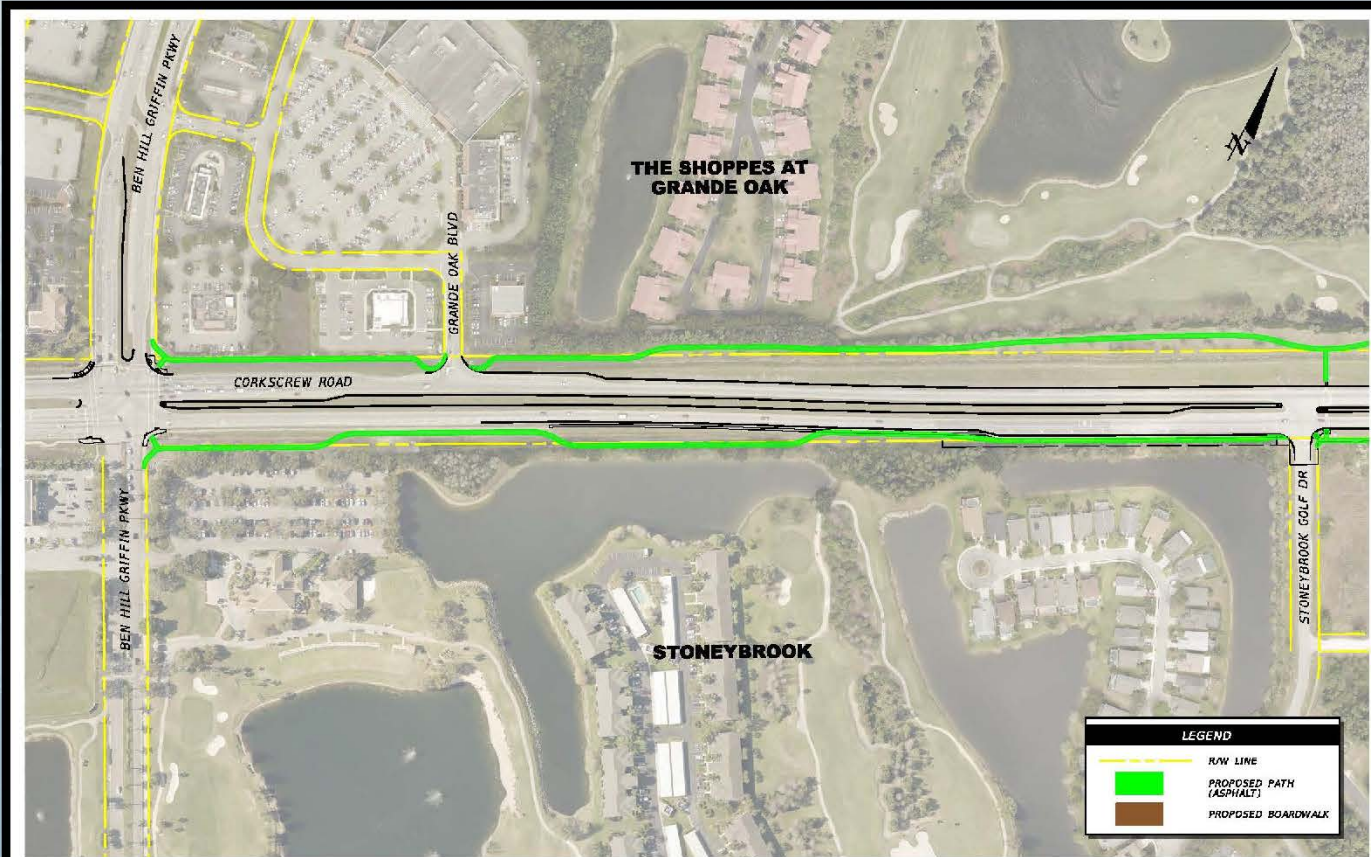
↳ Permitting - Lee County, SFWMD, FDEP, USFWS

Village Enhancement Project

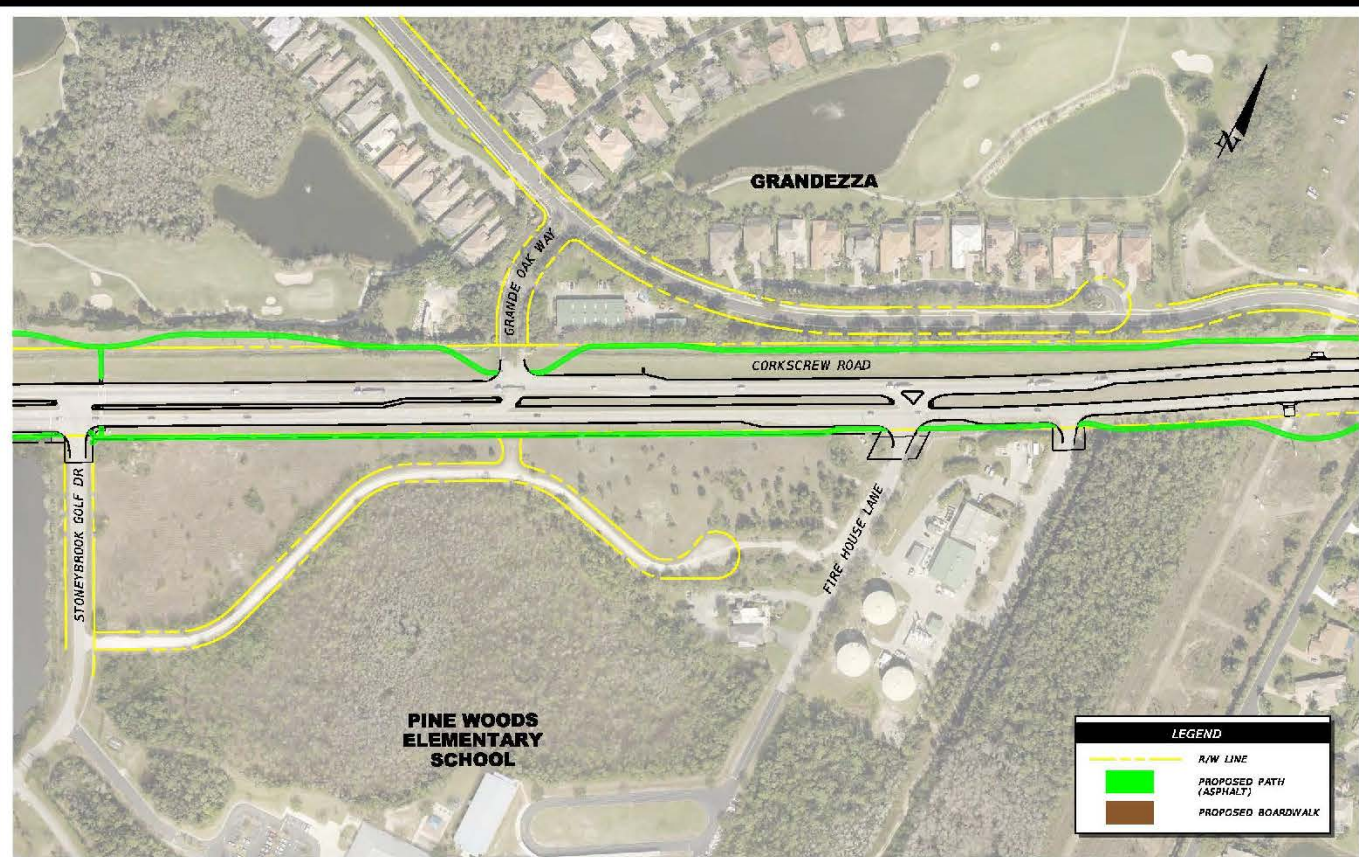





- ▶ **Inter-local Agreement**
- ▶ **Goals**
- ▶ **Process**
- ▶ **Pathway Design Objectives**
 - 10' Pathways Both Sides
 - Offset Paths from Roadway as much as Possible

Pathway Alignment



Pathway Alignment

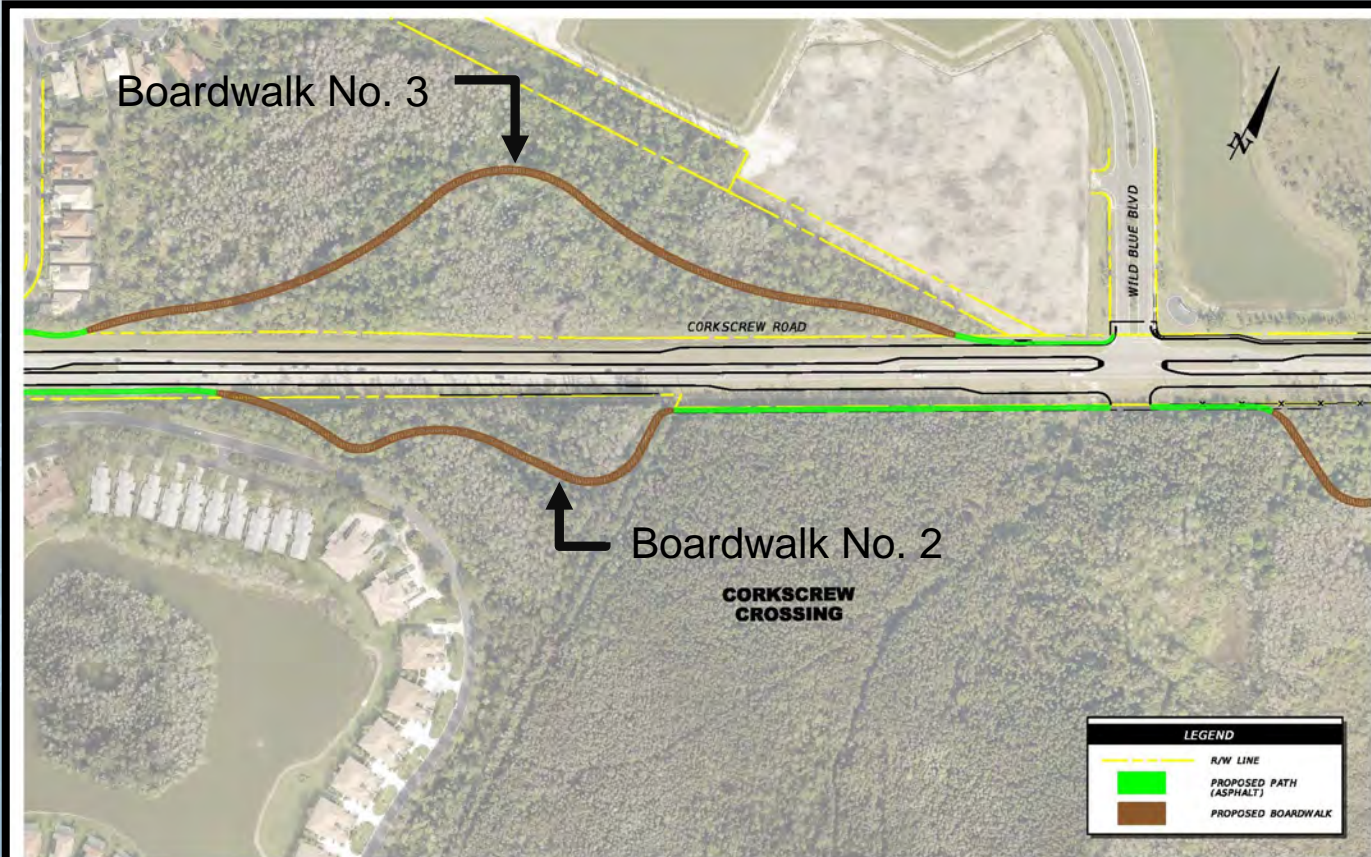


LEGEND	
	R/W LINE
	PROPOSED PATH (ASPHALT)
	PROPOSED BOARDWALK

Pathway Alignment






Pathway Alignment



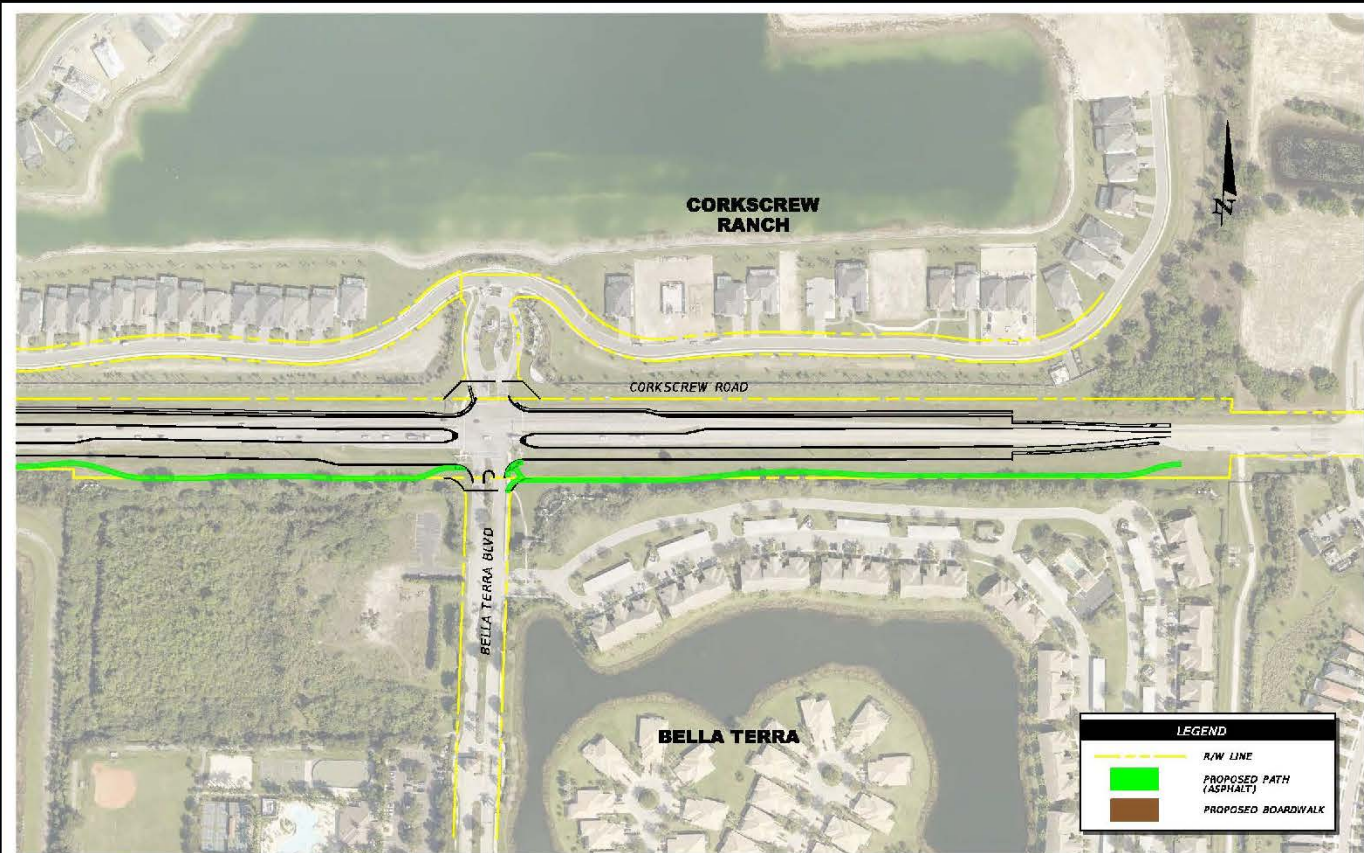
Pathway Alignment



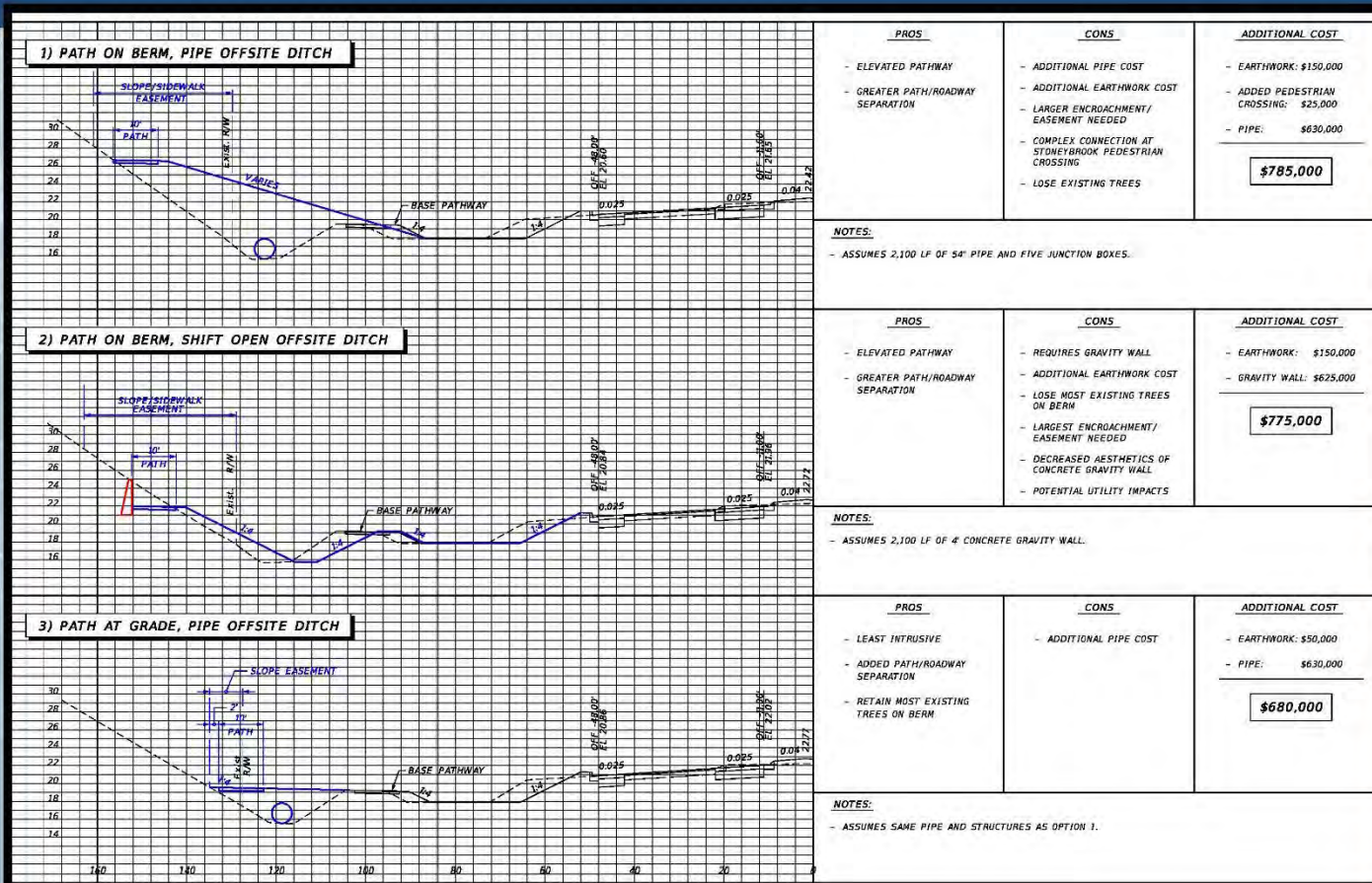
Boardwalk No. 4

LEGEND	
	R/W LINE
	PROPOSED PATH (ASPHALT)
	PROPOSED BOARDWALK

Pathway Alignment



Typical Section at Grandezza Berm



Option Summary



► Cost Summary

Cost Summary

Boardwalk

No.	Desc.	Construction	Mitigation	Total
1	Wildcat Run (West)	\$ 995,000	\$ -	\$ 995,000
2	Wildcat Run (East)	\$ 1,345,000	\$ 82,000	\$ 1,427,000
3	Grandeza	\$ 2,450,000	\$ 149,000	\$ 2,599,000
4	The Preserve at Corkscrew	\$ 1,365,000	\$ 83,000	\$ 1,448,000
	Subtotal:			\$ 6,469,000

Berm Options

1	Path on Berm, pipe offsite ditch			\$ 785,000.00
2	Path on Berm, shift open offsite ditch			\$ 775,000.00
3	Path at Grade, pipe offsite ditch			\$ 680,000.00

Secondary Pathway Lighting

	Additional Path Lighting			\$ 783,000.00
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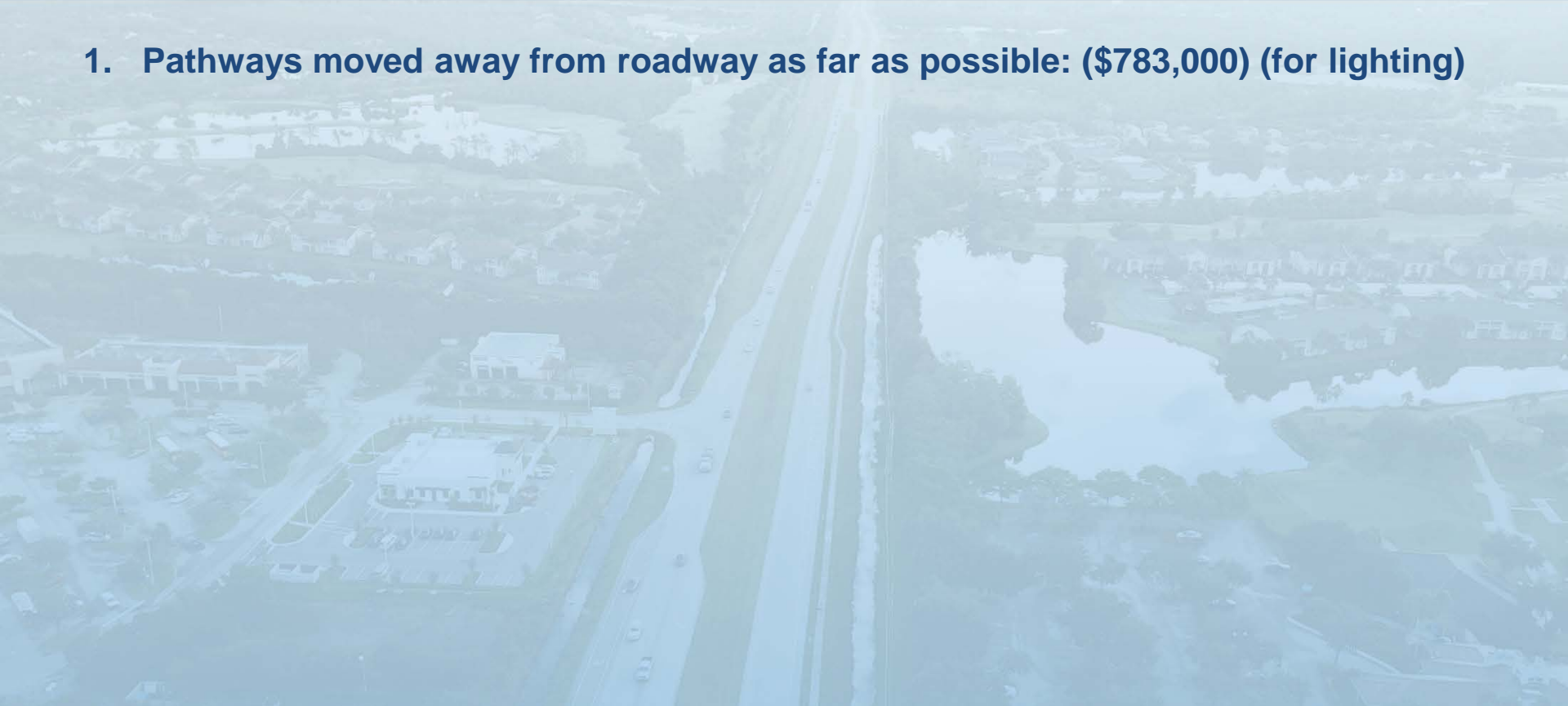
Notes:

- 1) Costs shown are premium costs above the base improvements
- 2) Boardwalk cost assumes 12' average width and includes design, permitting and separate pathway lighting
- 3) Secondary pathway lighting cost excludes boardwalk segments
- 4) Does not include acquisition cost for easements and/or ROW.

Option Summary



1. Pathways moved away from roadway as far as possible: (\$783,000) (for lighting)



Option Summary

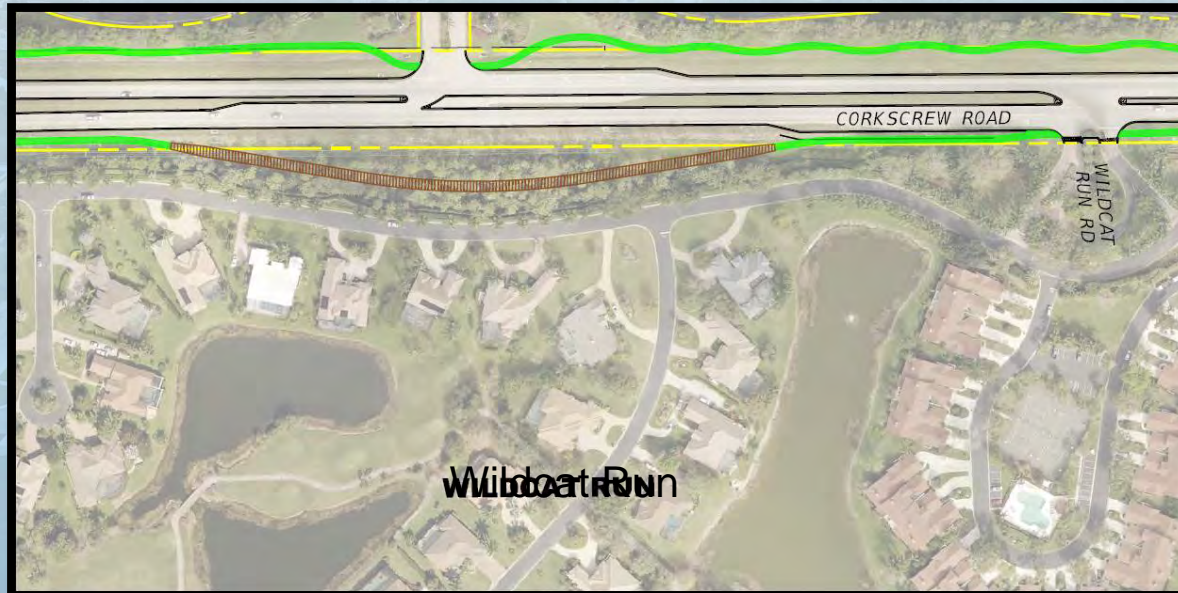


1. Pathways moved away from roadway as far as possible: (\$783,000) (for lighting)
2. **Grandezza Pathway option – install pathway on berm (if approved by Grandezza): (\$680,000 - \$785,000)**

Option Summary



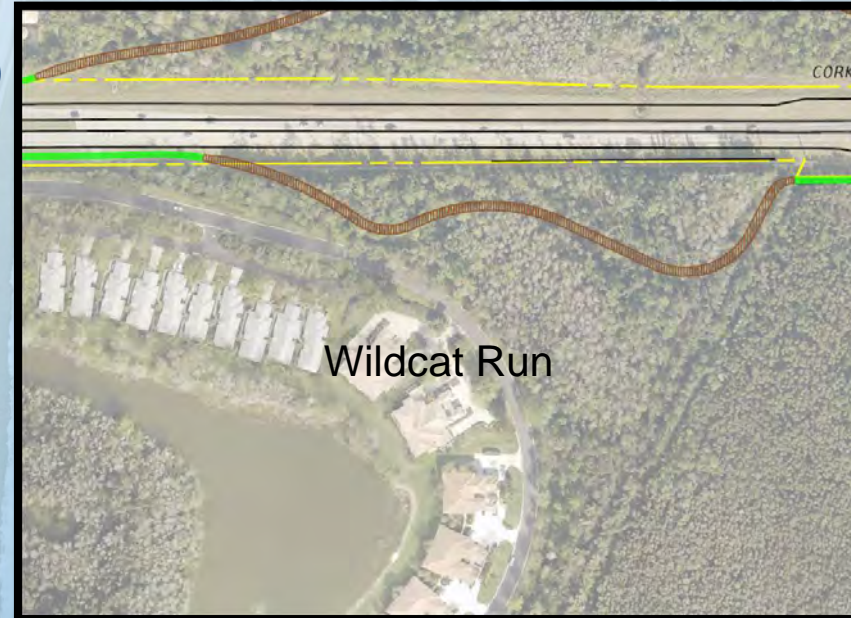
1. Pathways moved away from roadway as far as possible: (\$783,000) (for lighting)
2. Grandezza Pathway option – install pathway on berm (if approved by Grandezza): (\$680,000 - \$785,000)
3. **Wildcat Run (West) Boardwalk: (\$995,000)**



Option Summary



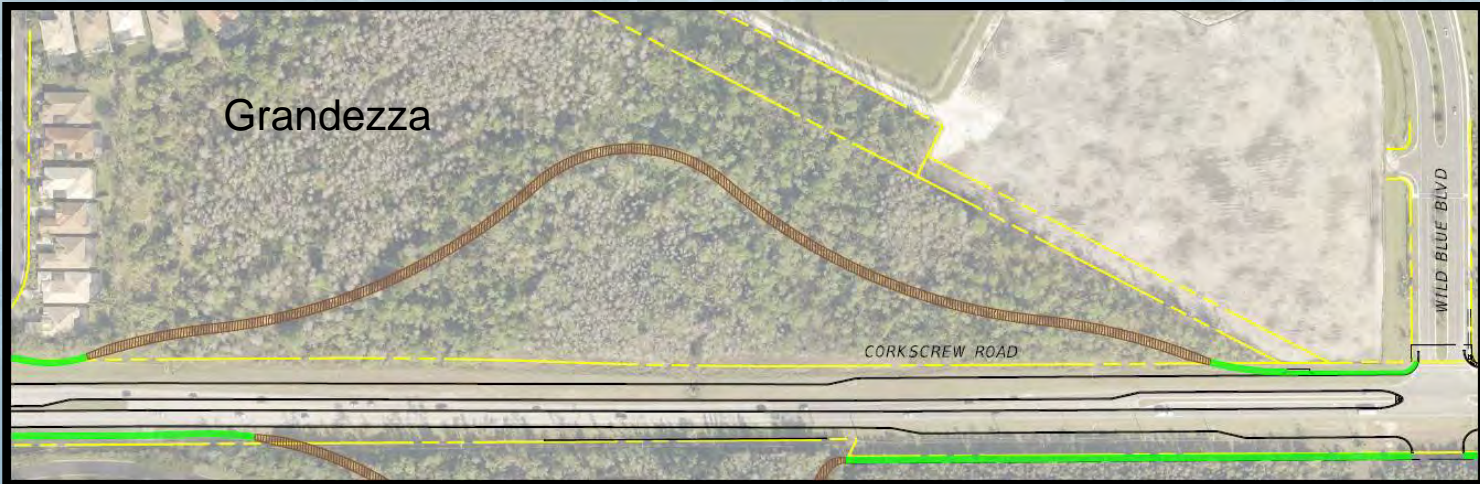
1. Pathways moved away from roadway as far as possible: (\$783,000) (for lighting)
2. Grandezza Pathway option – install pathway on berm (if approved by Grandezza): (\$680,000 - \$785,000)
3. Wildcat Run (West) Boardwalk: (\$995,000)
4. **Wildcat Run (East) Boardwalk: (\$1,427,000)**



Option Summary



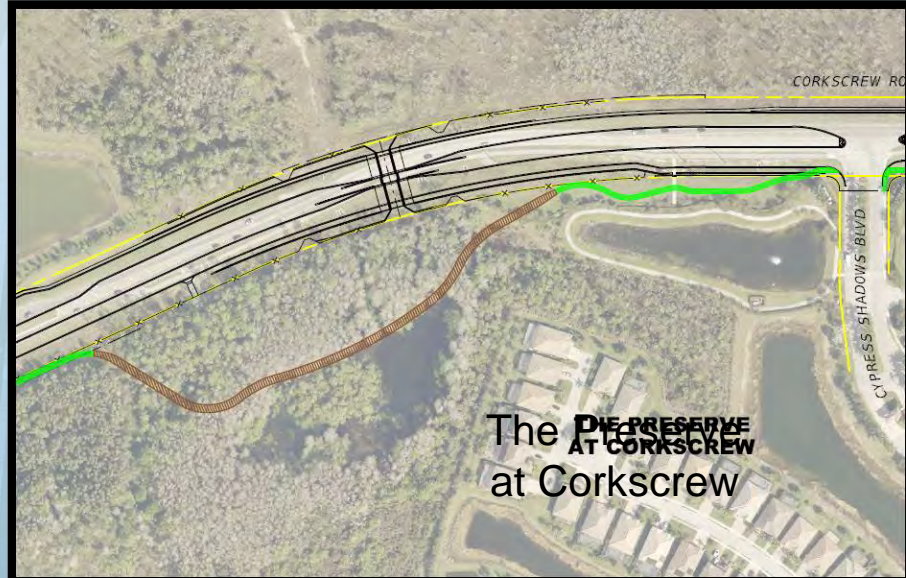
1. Pathways moved away from roadway as far as possible: (\$783,000) (for lighting)
2. Grandezza Pathway option – install pathway on berm (if approved by Grandezza): (\$680,000 - \$785,000)
3. Wildcat Run (West) Boardwalk: (\$995,000)
4. Wildcat Run (East) Boardwalk: (\$1,427,000)
5. **Grandezza: (\$2,599,000)**



Option Summary



1. Pathways moved away from roadway as far as possible: (\$783,000) (for lighting)
2. Grandezza Pathway option – install pathway on berm (if approved by Grandezza): (\$680,000 - \$785,000)
3. Wildcat Run (West) Boardwalk: (\$995,000)
4. Wildcat Run (East) Boardwalk: (\$1,427,000)
5. Grandezza: (\$2,599,000)
6. **The Preserve at Corkscrew: (\$1,448,000)**



WORKSHOP ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
May 5, 2021

Agenda Item:

Community Development Software

Description:

Background

Community Development is in need of software to manage and coordinate all its processes and provide a high level of customer service. The functions of Community Development include:

- permitting
- building inspections
- zoning
- development review
- code enforcement
- planning
- GIS
- impact fees

These functions need to be linked, as well as integrated with other Village functions such as financial tracking of payments, as well as providing reports and metrics.

The software that is currently partially in use is a proprietary software developed by the Village's outsourced company CGA. This software, called "Gov-Easy," is only used for building permits, building inspections, and code enforcement, not planning, zoning or development review.

The software currently in use is outdated, and does not link well with our financial system. Recent audits have commented that the software system should be updated and improved. There are frequent issues and problems requiring a significant amount of staff time to resolve. A more robust product is needed that can not only link Community Development functions, but also integrate seamlessly with finance software. A more updated product would provide the capability for electronic plan review as well, which

would enhance customer service. Electronic plan review is offered in many other cities and counties.

Next Steps

The acquisition and implementation of this software is a complex, labor intensive and lengthy process. Village Staff has done extensive research into various products and is now ready to proceed.

- 1st step - workshop to apprise Council of the project.
- 2nd step - engage a consultant with technical expertise in this area who will assist in the choice of the product and then oversee its installation.
- 3rd step - choice and implementation of the software itself – including data conversion, training, and roll-out for public use.

Financial Impact:

The Village's budget includes the purchase of a new software package. The exact financial impact is yet to be determined. Funds have been budgeted in the fiscal year 2020-2021 budget under Community Development (estimated at \$211,530, consisting of \$154,330 for acquisition and \$57,200 annual maintenance cost).

Attachments:

1. PowerPoint Presentation
2. Request for Information (RFI) - Software
3. Request for Information (RFI) – Software Consultant

PROJECT NO.: RFI 2020-02

DUE DATE: October 23, 2020

AND TIME: 2:00 PM

LOCATION: Estero Village Hall
9401 Corkscrew Palms Circle
Estero, FL 33928

Please submit your response electronically to me via email at the following address:
franceschini@estero-fl.gov

REQUEST FOR INFORMATION

TITLE:
COMMUNITY DEVELOPMENT SOFTWARE
CONSULTANT

Advertised Date: October 9, 2020

REQUESTER: VILLAGE OF ESTERO, FLORIDA

ADDRESS
9401 CORKSCREW PALMS CIRCLE #101
ESTERO, FL 33928

VILLAGE CONTACT:
BOB FRANCESCHINI, C.P.M., CPPB
PHONE NO.: 239-319-2821
EMAIL: franceschini@estero-fl.gov

VILLAGE OF ESTERO, FLORIDA
REQUEST FOR INFORMATION
FOR
COMMUNITY DEVELOPMENT SOFTWARE CONSULTANT

DATE SUBMITTED: _____

VENDOR NAME: _____

TO: The Village of Estero
Estero, Florida

FIRM NAME _____

BY (Printed): _____

BY (Signature): _____

TITLE: _____

FEDERAL ID # OR S.S.# _____

ADDRESS: _____

PHONE NO.: _____

FAX NO.: _____

CELLULAR PHONE NO.: _____

E-MAIL ADDRESS: _____

VILLAGE OF ESTERO, FLORIDA
REQUEST FOR INFORMATION
FOR
COMMUNITY DEVELOPMENT SOFTWARE CONSULTANT

STATEMENT OF NEED

The Village of Estero is requesting information needed to assist it in making a decision as to which Consultant to engage with to assist it with contracting for, overseeing the implementation of, and the data transfer/conversion for a turnkey Community Development Software package. The goal is to successfully acquire, implement, and manage a computerized permit management software that is user-friendly, that will increase staff efficiency, assist the public, and integrate all functions of the Community Development Department.

DEFINITION OF COMMUNITY DEVELOPMENT

The Village of Estero Community Development Department includes building permitting, plan review, inspections, zoning, planning, development review (site plan review), and code enforcement.

Therefore, the Village is seeking to acquire a software package capable of, as a minimum, performing the following and similar functions on-line:

- Scheduling inspections.
- Processing applications for building permits.
- Checking permit status.
- Processing zoning and planning applications.
- Checking status of zoning and planning requests.
- Processing applications for Development Orders/Development Review.
- Providing status of development order requests.
- Electronic plan review.
- Code enforcement.

INFORMATION REQUESTED

Discuss your company's background, your relevant experience, and project approach in your response (please number your responses to correspond with the numbered items below):

1. How long has your company been in business?
2. How many similar engagements (specifically assisting in the conversion/implementation of a Community Development software package) have you successfully completed within the past five (5) years in Florida with local governments? (Please provide entity name, a contact name, phone number, and email.) Include a discussion of how each project is similar to this project.
3. Discuss your understanding of Community Development as a function and how it relates to the Village's definition as outlined above.
4. Discuss your experience with and knowledge of the CityView (from Harris Computer Systems) software platform. Have you successfully completed the implementation/administration of CityView software within the past five (5) years at a local

- government in Florida? (Please provide entity name, a contact name, phone number, and email.)
5. Discuss your experience with and knowledge of the Accela software platform. Have you successfully completed the implementation/administration of Accela software within the past five (5) years at a local government in Florida? (Please provide entity name, a contact name, phone number, and email.)
 6. Discuss your experience and knowledge of the EnerGov (from Tyler Technologies) software platform. Have you successfully completed the implementation/administration of EnerGov software within the past five (5) years at a local government in Florida? (Please provide entity name, a contact name, phone number, and email.)
 7. Discuss the approach of working with a third party concern (not the actual software provider) in the implementation of the software. Include your opinion of this arrangement and advantages/disadvantages vs. an implementation done with in-house (employees of the software provider) personnel.
 8. The sources of data for the conversion will be from several internal and external sources, including Lee County, FL government. Discuss your knowledge of the Lee County, FL government (including its Community Development operation) and any existing relationships/contacts you may have with that entity.
 9. Please outline your understanding of this engagement. Provide details on where you see potential challenges and opportunities.
 10. Discuss your experience in consulting on contracts for complex software buys. What do you view as the three (3) most important issues when negotiating this type of contract on behalf of the entity?
 11. Provide a preliminary project schedule that outlines the important project milestones. The schedule should identify which tasks are predecessors or others and potential for shortening the implementation/conversion schedule by overlapping project tasks.

PROJECT NO.: RFI 2020-01

DUE DATE: July 10, 2020

AND TIME: 2:00 PM

LOCATION: Estero Village Hall
9401 Corkscrew Palms Circle
Estero, FL 33928

Please submit your response electronically to me via email at the following address:
franceschini@estero-fl.gov

REQUEST FOR INFORMATION

TITLE:
COMMUNITY DEVELOPMENT SOFTWARE
Advertised Date: June 18, 2020

REQUESTER: VILLAGE OF ESTERO, FLORIDA

ADDRESS
9401 CORKSCREW PALMS CIRCLE #101
ESTERO, FL 33928

VILLAGE CONTACT:
BOB FRANCESCHINI, C.P.M., CPPB
PHONE NO.: 239-319-2821
EMAIL: franceschini@estero-fl.gov

VILLAGE OF ESTERO, FLORIDA
REQUEST FOR INFORMATION
FOR
COMMUNITY DEVELOPMENT SOFTWARE

DATE SUBMITTED: _____

VENDOR NAME: _____

TO: The Village of Estero
Estero, Florida

FIRM NAME _____

BY (Printed): _____

BY (Signature): _____

TITLE: _____

FEDERAL ID # OR S.S.# _____

ADDRESS: _____

PHONE NO.: _____

FAX NO.: _____

CELLULAR PHONE NO.: _____

E-MAIL ADDRESS: _____

VILLAGE OF ESTERO, FLORIDA
REQUEST FOR INFORMATION
FOR
COMMUNITY DEVELOPMENT SOFTWARE

STATEMENT OF NEED

The Village of Estero is requesting information needed to assist it in making a decision as to which vendor to contract with to provide a turnkey Community Development Software package. The goal is to obtain computerized permit management software that is user-friendly, to increase staff efficiency, assist the public, and integrate all functions of the Community Development Department.

DEFINITION OF COMMUNITY DEVELOPMENT

The Village of Estero Community Development Department includes building permitting, plan review, inspections, zoning, planning, development review (site plan review), and code enforcement.

Therefore, the Village requires a software package capable of, as a minimum, performing the following and similar functions on-line:

- Scheduling inspections.
- Processing applications for building permits.
- Checking permit status.
- Processing zoning applications.
- Checking status of zoning requests.
- Processing applications for Development Orders/Development Review.
- Providing status of development order requests.
- Electronic plan review.

BACKGROUND

Discuss your company's background. Please answer these questions in your response (please use corresponding letters for your response):

- a. How long has your company been in business?
- b. How many full-time employees do you have? What are their functions?
- c. How many customers/placements do you currently have in Florida with local governments? (Please provide entity name, a contact name, phone number, and email.)

INFORMATION REQUESTED

Discuss how your software package meets the following requirements in your response (please number your responses to correspond with the numbered items below):

1. Is your portal 508 compliant allowing accessibility to the disabled? (WCAG 2.1)
2. Does your software include Electronic Document Review Capabilities as well as Plan Review Capabilities? Please describe or identify application if it is a commercial product.
3. Does your software incorporate the latest HTML5 (Standards) CSS3 and mobile first design?
4. What is your application developed in? (IE node.js)

5. Does your software incorporate an App that allows contractors to schedule inspections on the go?
6. Do you include an automated telephone app for scheduling inspections?
7. Does your software allow for mobile applications on all major devices and platforms?
8. Does your software allow for the incorporation of open data initiatives?
9. Does your software natively support GIS and ESRI data?
10. Does your software include a built-in Ad Hoc Report Writer (thus eliminating the need for Crystal Reports)?
11. Does your software include/allow for customization for Planning and Zoning?
12. Does your software include code enforcement? If yes, please describe briefly.
13. Does your software include an application for site plan review (development orders) including Plan Review capability? If not, does it include/allow for customization for site plan review?
14. Which financial software does it integrate with?
15. How do you handle impact fees?
16. What is your methodology for data conversion? Please explain in detail how this will be accomplished. Please list the software with which your system is compatible and/or any that your system is not compatible with.
17. How do you accomplish the software implementation? Is the implementation handled by your company? A third-party vendor? The entity itself? Please explain in detail your typical implementation methodology.
18. What options do you offer for a direct purchase? Are you on GSA? Florida State Contract? Consortium contract? Competitively awarded bids to piggyback? Other?
19. How is implementation training addressed/handled?
20. Please explain how your system addresses various fees. Does it handle variable fees as well as fixed fees? Does it interface with credit card applications?
21. Please verify that the Village will own all of the transaction data contained in the software.
22. Please outline your process for establishing work flows for all software modules/functions, i.e., Permitting, Plan Review, etc.
23. Can your software be cloud-based (Hosted)? Please provide information of cloud-based operation for your software.
24. Once implementation is completed, please provide information about the cost and process of future reporting customization or work flow modifications.
25. Please provide information about your software's document management system.
26. Fees for Services. Please verify that complex fees can be automatically calculated, i.e., Florida Surcharges.

Community Development Software Workshop

April 21, 2021

Village Council



Background

- Staff has been evaluating new software for Community Development due to ongoing issues
- Research has been conducted for over a year
- Staff “team” effort
 - Village Manager
 - Deputy Manager
 - Procurement Manager
 - Community Development
 - Finance Director



Today's Workshop

- Review staff research
- Explain function of software
- Explain need for new software
- Next steps
- Answer questions

* This is a complex project



What does software do?

- Improves customer service by allowing customers and staff to track status of permits and applications
- Allows online submittal of customer applications
- Calculates impact fees and other fees
- Links to financial software to process transactions, reconciliation and provides receipts
- Provides reports of activity for management use and metrics
- Automates daily business process instead of manual entry



New Software Advantages

- The current software is a proprietary product of our vendor CGA and is outdated
- The current software is only partially implemented
- Audits have suggested that improved software is needed

New software will:

- Link all Community Development functions and financial software together
- Allow for electronic (paperless) plan review
- Increase the overall efficiency of Community Development



Village of
ESTERO

What to expect?

This is a major complex project which will:

- **Take 9 to 18 months to prepare, implement and activate**
- **May cause short term inconvenience and delays to customers and staff**
- **Require a major commitment from Village staff (not just Community Development, but many other staff as well)**
- **Require special expertise to assist staff with selection and implementation of a product (Complex and technical)**



How do we get there from here?

Staff has:

- Completed preliminary research it has conducted over the past year, including use of software in other cities and counties
- Issued a Request for Information (RFI) for the software – 13 responses received
- Issued a Request for Information (RFI) for a consultant to assist staff – 8 responses received



Village of
ESTERO

Current Status - Software

Staff has:

- Short listed 3 software providers
- Scheduled software demonstrations
- Begun to arrange for site visits to neighboring entities who are currently using the software packages we are considering



Village of
ESTERO

Current Status – Consultant Assistance

- A consultant is needed to provide technical IT assistance for this project
- Staff is recommending Mike Skweir of Provion to serve as Program Manager
- Program manager has 20 years information technology experience, and has assisted government agencies with projects like ours



Village of
ESTERO

What's next?

- 1. Obtain Council approval of the software consultant's contract – upcoming agenda**
- 2. Analyze the data and feedback obtained from the demonstrations and site visits**
- 3. Choose a software package and obtain Council approval of that choice and the accompanying contract.**



Questions?



Village of
ESTERO